

UPDATED August 2011**INTEGRATED RESOURCE SERVICE CONTRACT (IRSC)--CONSTRUCTION**

Instructions for use:

- FAR Clauses have been updated through **FAC 2005-53**. Additional changes may be necessary.
- FAR Clauses have been included for basic construction/services. **If an IDIQ Contract or Equipment Rental is anticipated, additional clauses will have to be added.**
- Attach the appropriate Appendix A, Technical Specifications for Service Work Activities, as needed.
- Attach the appropriate Appendix B, either Tree Measurement or Scaled.
- Attach the appropriate Appendix C, Road Maintenance Specifications, as needed.
- Attach the appropriate Appendix D, Road Construction/Reconstruction Specifications.
- Renumber Items when clauses/provisions are added/deleted.
- Red Type indicates examples of what is required—the wording provided is not mandatory.
- Balloons provide direction for use of specific clauses/sections and need to be deleted from final solicitation/contract document, regardless of whether or not the clause/section is utilized in the document.
- Double check pagination once all clauses/provisions/balloons are added/deleted to assure it makes sense.
- If a clause is not mandatory, CO may modify clause.
- Page breaks were not included (except at the end of sections) because of the information the COR/CO need to add or delete. So be sure you review your document before finalizing it.

Use **INTEGRATED RESOURCE SERVICE CONTRACT (IRSC)—COMMERCIAL SERVICES** for all IRSC Contracts that do not include Construction/Reconstruction

Integrated Resource Service Contract (IRSC)—Construction – this form looks off on the screen but that is due to the “comment Bubbles” in the document. It will print correctly after the comments are removed.

SOLICITATION OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE	OF PAGES
2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY		CODE	8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or serviced in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All Offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.		
	C	DESCRIPTION/SPECS./WORK/STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING			PART IV - REPRESENTATIONS AND INSTRUCTIONS		
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIVES, CERTIFICATIONS AND	
	F	DELIVERIES OR PERFORMANCE			OTHER STATEMENTS OF OFFERORS		
	G	CONTRACT ADMINISTRATION DATA			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated.	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)
DUNS:			

15B. TELEPHONE NO. AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:			

_____ 10 U.S.C. 2304 (c) _____ ; _____ 41 U.S.C. 142(e) (_____)	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
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24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
		Albuquerque Service Center – Miscellaneous Payments 101B Sun Ave NE Albuquerque, NM 87109	

26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA	28. AWARD DATE
	(Signature of Contracting Officer)	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION

Previous edition is unusable

STANDARD FORM 33 (REV.9-97)

Prescribed by GSA - FAR (48 CFR) 53.214(c)

PART I – THE SCHEDULE
SECTION B – SERVICES AND PRICES
SCHEDULE OF ITEMS

B.1 SCHEDULE OF SERVICE ITEMS:**SERVICES AND PRICES**

Contractor Name					
ITEM NO.	DESCRIPTION BASE WORK ACTIVITIES	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
1				\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
6	OPTION			\$	\$
7	OPTION			\$	\$
Total All Service Items					\$

B.2 TIMBER/PRODUCT REMOVAL PRICE SCHEDULE:

SPECIES	PRODUCT	QUANTITY	UNIT OF MEASURE	MINIMUM ACCEPTABLE OFFER	OFFER (FLAT)	TOTAL OFFER
					\$	\$
					\$	\$
Total – All Products						\$

Note: These schedules are for pricing/payment purposes. See Instructions to Offerors for business proposal requirements.

NOTE: Price Proposals MUST be provided on ALL Items in Schedules B-1, Base and Option Work Activities and B-2, Timber or other products Removal Price Schedule.

B.3 LAND MANAGEMENT ACTIVITIES.

Performance of land management activities shall be in accordance with Section C – Project Description and Work Specifications. Payment for Land Management Work Activities in Schedule B-1, will be made in Stewardship Credits in lieu of cash, as defined in Section G. All Base Work Activities shall be performed.

Option activities are listed in order of planned priority. Award may be made for option items in any order that the Contracting Officer determines is in the best interest of the Government.

Comment [F1]: Use only when Option Items are on the Schedule.

PART I - THE SCHEDULE

SECTION C - DESCRIPTION AND SPECIFICATIONS

General Clauses and Provisions Pertaining To All Items

C.1 AGAR 452.211-72 STATEMENT OF WORK/SPECIFICATIONS (FEB 1988)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications referenced in Section J.

C.2 PROJECT DESCRIPTION

(a) Description of Work – The Dark Meadow Restoration Project is located on the La Grande Ranger District of the Wallowa-Whitman National Forest encompassing the area indicated on the Project Area Map (which includes Contract Area Maps) within Dark Canyon Creek drainage to the east and McIntyre Creek drainage to the west. Restoration objectives for the project area are summarized as follows:

- Improve Forest Health – Provide growing space for healthy trees and reduce fuel loadings
- Reintroduce Fire – Provide mechanical fuel treatments and preparatory work to manage the effects of the return of fire as a disturbance mechanism.
- Increase and Improve Late/Old Forest Structure – Provide maintenance of designated Old Growth Areas and forest components which trend to historic vegetation and habitat conditions (snags, down wood, cover, etc.).
- Improve soil and aquatic conditions – Provide for soil and riparian function and productivity. Provide timely soil erosion control measures and restorative work.
- Utilize Timber or other products – Provide wood resource to forest product industry.
- Improve Road Management – Provide construction, reconstruction, maintenance and obliteration to meet project area transportation plan and resource needs.

To accomplish these objectives, the contract includes the following components: stand cleaning/thinning, mechanical fuels reduction, fire line installation, snag and down wood management, Old Growth Treatment – non-commercial cleaning/thinning, and piling of fuels, timber or other products removal, sub soiling, road work and water source development.

(b) Resulting Contract – Any resultant contract will be a Construction contract with requirements for timber removal.

(c) Project Location – Project is located in Township 2 South, Range 35 East, Sections 19, 20, 21, 22, 23, 24, 26, 27, 28, 29, 30, 31, 32, 33,34 and 35; Township 3 South, Range 34 East, Section 25; Township 3 South, Range 35 East, Sections 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14 and 15.

C.3 SPECIFICATIONS

Specifications for each Stewardship Activity individually described by an item number in Schedule B pages can be found in Appendix A. Specifications for timber removal can be found in Appendix B. Road Maintenance plans and specifications can be found in Appendix C. Road Construction plans and specifications can be found in Appendix D.

C.4 CONTRACT AREA MAP

Comment [m2]: This was moved to the main part of the contract because it can apply to more than just product removal.

The boundaries of Subdivisions or Payment Units and any cutting units thereof, are as shown on the attached "Contract Area Map," which is made a part hereof, and were, before solicitation, designated on the ground by Forest Service to meet the anticipated needs of the parties. The location of the Subdivisions or Payment Units and their approximate acreage are stated in Division A/AT. Subdivisions or Payment Units may be revised and additional ones may be established only by written agreement of both parties. Where applicable, the following are also identified on Contract Area Map:

- (a) Identified claims limiting Contractor's rights;
- (b) Boundaries of cutting units;
- (c) Areas where leave trees are Marked to be left uncut;
- (d) Roads listed
- (e) Sources of base course, rock riprap and surface rock;
- (f) Roads where log hauling is prohibited or restricted;
- (g) Roads and trails to be kept open;
- (h) Improvements to be protected;
- (i) Locations of known historical sites;
- (j) Maximum stump heights when more than one height is listed by areas;
- (k) Skidding or yarding methods specified;
- (l) Streamcourses to be protected;
- (m) Other features required by Appendix B; and
- (n) Boundaries of stewardship work activities.

C.5 GOVERNMENT-FURNISHED PROPERTY

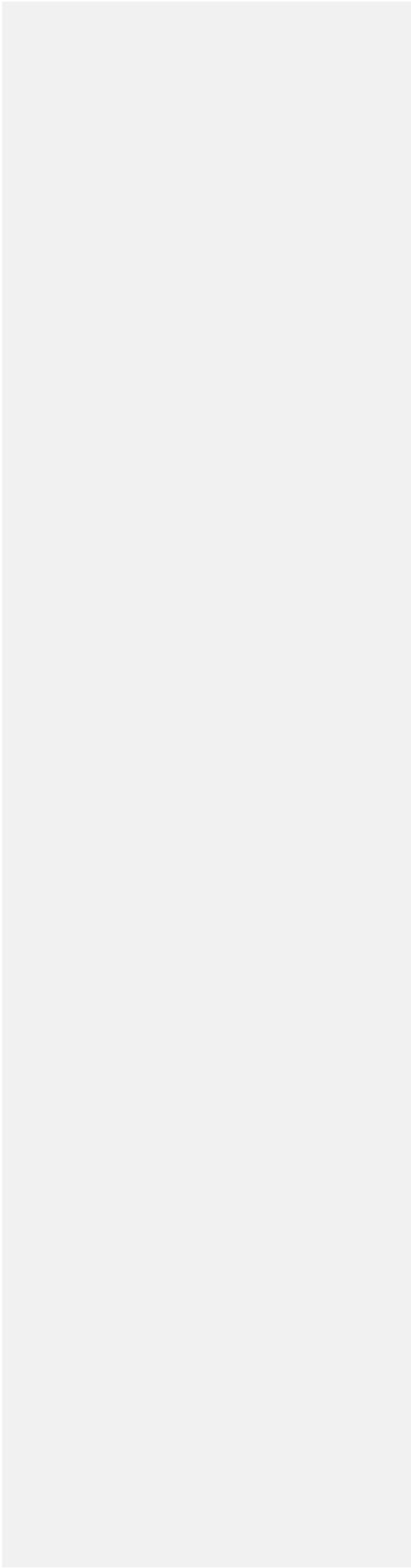
The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with the provisions of the "Government Property" FAR clause 52.245-4 contained in Section I of the contract.

Comment [F3]: Use only if GFP provided. CO inserts list of property.

Comment [m4]: CO to modify depending upon which GFP clause is included in Section I.

SECTION D – PACKAGING AND MARKING

There are no clauses in this section.



SECTION E - INSPECTION AND ACCEPTANCE**General Clauses and Provisions Pertaining To All Items****E.1 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):

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-04 Inspection of Services – Fixed Price (AUG 1996)

52.246-12 Inspection of Construction (AUG 1996)

E.2 CONTRACTOR QUALITY CONTROL INSPECTION SYSTEM

The Contractor shall identify the quality control inspection system it will use to ensure that contract specifications will be achieved. At no time shall the contractor rely upon Government inspections to provide notification of unsatisfactory performance. The Contractor shall produce written inspection records in a format and at times and places satisfactory to the Contracting Officer. Inspection records shall be made available upon request of the Contracting Officer and be maintained until the date of contract closure. The Contracting Officer may observe the Contractor's inspection at any time and shall otherwise have unlimited access to the inspection data.

E.3 ACCEPTANCE

The Forest Service shall perform an inspection upon Contractor's written request and assurance that work has been completed. Request shall be for a reasonable portion of work. Acceptance may be made for all or portions of work.

E.4 GOVERNMENT QUALITY ASSURANCE SURVEILLANCE PLAN

Quality assurance plans specific to individual items will be found in Appendix A.

SECTION F - DELIVERIES OR PERFORMANCE

General Clauses and Provisions Pertaining To All Items

F.1 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://www.acquisition.gov/far>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.242-14 Suspension of Work (APR 1984)

52.247-55 F.O.B. Point for Delivery of Government-Furnished Property (JUN 2003)

Comment [F5]: Use when GFP provided.

F.2 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within ___ calendar days after receipt of Notice to Proceed or Task Order for specific work items, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than _____ or as specified on each Task Order. The time stated for completion shall include final cleanup of the premises.

Comment [F6]: CO to add appropriate calendar days and/or dates.

Comment [m7]: CO to delete references to task orders when the contract is not an IDIQ.

Performance shall be made only as authorized by orders issued in accordance with the Ordering clauses. Except as this contract otherwise provides, the Government shall order all services within the scope that are required by Government activities specified in the Schedule only with the vendor holding this contract for the specified services. Timber or other products Removal activities shall be scheduled and carried out in accordance with the Timber or other products Removal Specifications in Appendix B and as approved by the Contracting Officer.

It is estimated that work will begin _____. Actual date is negotiable based upon actual award date, prospective work and weather conditions.

Any restrictions on the Scheduling of Work for resource protection, etc. will be addressed in the Technical Specifications.

F.3 AGAR 452.211-74 PERIOD OF PERFORMANCE (FEB 1988)

The period of performance of this contract is from date of contract award through ___ years after date of contract award.

Comment [F8]: CO to add appropriate total performance period, up to 10 years.

F.4 AGAR 452.236-75 MAXIMUM WORKWEEK – CONSTRUCTION SCHEDULE (NOV 1996)

Within 5 calendar days after receipt of a written request from the Contracting Officer, the Contractor must submit the following in writing for approval:

(a) A schedule as required by FAR clause 52.236-15 “Schedules for Construction Contracts” and

(b) The hours (including the daily starting and stopping times) and days of the week the Contractor proposes to carry out the work.

F.5 SCHEDULES AND REPORTS

Comment [F9]: Include as appropriate. CO to complete blanks and list.

Contractor shall provide the following submittals within __ days after issuance of a Notice to Proceed or Task Order for review and/or approval, unless stated elsewhere in the specifications or otherwise mutually agreed:

<i>ITEM DESCRIPTION</i>	COPIES REQUIRED
Proposed progress schedule showing starting and completion dates of various phases of the work	2
List of proposed sub-contractors and their intended work. Sub-contractors must have Contracting Officer's written approval prior to starting work on the project. Submit on Standard Form 1413.	2
Traffic Control Plan	2
Soil Erosion and Water Pollution Control Plan	2
Designation of Contractor personnel describing responsibilities and authorities	2

All schedules and reports shall be submitted to: COR, Susie Que.

SECTION G – CONTRACT ADMINISTRATION DATA

General Clauses Pertaining To All Items

G.1 PAYMENT

It is not anticipated that funds will be exchanged in the performance of this contract, rather that the value of the timber or other products will offset the value of the work to be performed.

The value of work completed and timber or other products removed will be documented in a Stewardship of Account produced by Timber Sale Accounting (TSA) monthly when harvesting operations are underway.

Comment [F10]: Use if no payment from appropriated funds will be made to Contractor. Use only one G.1 payment clause.

G.1 PAYMENT

It is anticipated that funds will be exchanged in the performance of this contract because the value of the timber or other products will not completely offset the value of the work to be performed. Payment shall only be made under this clause to the extent that the work performed will not be offset by the timber or other products value during the contract period. When payment is made to the contractor for work performed, it will be made in accordance with FAR 52.232-1 – Payments, (Section I).

The value of work completed and timber or other products removed will be documented in a Stewardship Statement of Account produced by Timber Sale Accounting (TSA) monthly when harvesting operations are underway.

Comment [F11]: Use clause if payment from appropriated funds will be made to Contractor. Use only one G.1 payment clause.

G.2 INCIDENTAL PAYMENT ITEMS

The intent of the contract is to provide for the complete performance of the project described in the contract. Unless otherwise provided, the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies and perform all work required to complete the project in accordance with drawings, specifications, and provisions of the contract. Payment for contract work will be made only for and under those pay items included in the Schedule of Items. All other work and materials will be considered as incidental to and included in the payment for items shown.

Comment [F12]: Applies to all Work Activities. Do not duplicate in Appendices.

G.3 PRODUCT PAYMENT GUARANTEE

To guarantee payment for product in advance of cutting, Contractor may earn Stewardship Credits in advance of cutting, or provide a product payment guarantee in the form of an acceptable surety payment bond, irrevocable letter of credit (ILOC), cash, or a deposit in a Federal Depository negotiable securities of the United States.

Any earned stewardship credits and product payment guarantee together will maintain a minimum unobligated balance equal to the applicable charges for product the Forest Service estimates will be cut or removed in not less than 30 calendar days and not more than 60 calendar days, plus the value of any outstanding charges for product removed.

Comment [m13]: Use only one paragraph (b). CO will utilize this paragraph (b) for Scaled Contracts.

Any earned stewardship credits and product payment guarantee together will maintain a minimum unobligated balance equal to the total value of product that has not been paid for from stewardship units released for cutting.

Comment [m14]: Use only one paragraph (b). CO will utilize this paragraph (b) for Tree Measurement Contracts.

Securities shall be deposited through the Contracting Officer accompanied by a power of attorney and agreement authorizing the bond-approving officer to sell or collect such securities if payment is not made within

15 days of billing by Forest Service. The penal sum of such surety bond or the market value at time of deposit of such negotiable securities shall be the maximum amount of the payment guaranteed.

Product payment guarantee for a single contract shall be provided utilizing Form FS6500-12 Payment Bond.

Blanket Payment Bond:

- a. Contractor may furnish an acceptable bond, or deposits securities, to guarantee payment for product from multiple contracts. Contractor shall not start cutting hereunder until this contract receives an allocation that will meet the obligation for product payment guarantee.
- b. The amount of such bond or deposited securities shall be allocated to such contracts by the Forest Service. The Contractor shall provide the contact information for the Forest Service representative administering the blanket payment bond to the Contracting Officer. The Forest Service representative administering the blanket payment bond will provide the Contracting Officer with documentation showing the allocation to this contract.
- c. When there is to be no product cutting or removal hereunder for 30 days or more and payment of current charges has been made, the allocation to this contract may be reallocated to other contracts at Contractor's request.
- d. Payment guaranteed with acceptable blanket payment bond for multiple contracts shall be provided utilizing Form FS-6500-12a Blanket Payment Bond.

G.4 REIMBURSEMENT FOR BOND PREMIUMS

The Contract Price includes the total amount for premiums that the Contractor attributes to the furnishing of the performance and/or payment bonds required by the contract. Reimbursement for bond premiums may be made in stewardship credits or cash.

G.5 STEWARDSHIP CREDITS

Stewardship Credits are credits that are earned and established when work listed in the B.1 Schedule of Supplies/Services has been performed and accepted. Stewardship credits shall be earned at the rate as shown in the Schedule. Earned credits may be used to pay for timber or other products value included in Schedule B.2. Unless otherwise indicated in the Schedules, credits will be earned based upon Actual Quantities accomplished and accepted.

G.6 ESTABLISHMENT OF STEWARDSHIP CREDITS

Notwithstanding references to payments in "Payment" clauses of this contract, payment for Stewardship Activities will be made with Product Value or other funding as indicated in the award document.

Stewardship Credits will be established on a monthly basis. Stewardship credits will be established for the number of units of each activity that have been completed and accepted. Acceptance may be for all, or a reasonable portion of, any specific activity.

Stewardship credits will not be established for work that is in progress that has not been accepted by the Forest Service. No credits will be established for work performed under terms of Schedule B.2.

G.7 CONTRACTOR CERTIFICATION

Monthly, as Stewardship Credits are established, the Contractor shall furnish the following certification (Contractor Certification - Earned Stewardship Credits) or credit will not be received.

CONTRACTOR CERTIFICATION - EARNED STEWARDSHIP CREDITS

Name STEWARDSHIP PROJECT

Comment [F15]: CO to insert appropriate stewardship project name.

I hereby certify, to the best of my knowledge and belief, that--

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made, and timely payments will be made for the work activities covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;
- (3) This request for progress payments/credits does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
- (4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

G.8 EXCESS STEWARDSHIP CREDITS

In the event there are excess (unused) established Stewardship Credits when all of the included timber or other products has been cut and removed the Forest Service, at its option, shall either add more timber or other products or make cash payment for the unused credits.

G.9 EXCESS TIMBER OR OTHER PRODUCTS VALUE

In the event the value of the included timber or other products exceeds the total value of all of the mandatory activities plus the ordered optional activities, the Contractor shall make cash payment for the excess timber or other products value.

G.10 REFUND OF EXCESS CASH

If at any time the credit balance of the Stewardship Statement of Account exceeds the charges for timber or other products removed to date and for timber or other products that the Forest Service estimates will be cut within the next 60 calendar days, any portion of such excess from cash in the account shall be refunded if requested by Contractor. If no cutting is planned within the next 60 calendar days, refund of the entire unencumbered cash balance may be made. After a refund, deposits shall be made to meet the requirements of the clause entitled, "PRODUCT PAYMENT GUARANTEE" before additional timber or other products may be cut.

G.11 FINAL PAYMENT - RELEASE OF CLAIMS

The Government shall pay the amount due the Contractor under this contract after—

- (1) Completion and acceptance of all work;
- (2) Presentation of a properly executed voucher; and

Project Name

Solicitation No.

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(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

General Clauses and Provisions Pertaining To All Items

H.1 AGAR 452.215-73 POST AWARD CONFERENCE (NOV 1996)

Comment [F16]: CO to insert appropriate information.

A post award conference with the successful offeror is required. It will be scheduled within ___ days after the date of contract award. The conference will be held at the _____, and will include discussion of contract terms and work performance requirements, work progress schedule and fire prevention/suppression and safety plans.

H.2 FAR 52.236-4 PHYSICAL DATA (APR 1984)

Comment [F17]: Use if appropriate. Do not duplicate in Appendices.

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

- (a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by **visual observation**.
- (b) Additional informational material made available to contractors including but not limited to: **environmental documentation, timber cruise data, timber removal report and appraisal, maps, access permits, etc.**

H.3 AGAR 452.237-74 KEY PERSONNEL (FEB 1988)

Comment [F18]: Use if appropriate. CO to insert personnel titles. 90-day timeframe can be altered based on CO determination.

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

Overall Project Manager

Logging Supervisor

Fuels Treatment Supervisor

Road Construction Supervisor(s) – supervising work in the timber removal specifications as well as other road work, maintenance and obliteration.

Individual Sub-Managers – Individuals supervising individual sub-contracts for work items not covered by personnel noted previously herein.

- (b) During the first 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.

H.4 FSAR 4G52.222-701 EMPLOYMENT OF ELIGIBLE WORKERS (DEC 1999)

Comment [F19]: Mandatory for labor intensive work activities.

Section 274A of the Immigration and Nationality Act (8 USC 1324a) makes it unlawful for an employer to hire unauthorized aliens. The Immigration and Naturalization Service (INS) has established the Form I-9, Employment Eligibility Verification Form, as the document to be used for employment eligibility verification (see 8 CFR 274a).

The contractor is required to (1) have all employees complete and sign the I-9 Form to certify that they are eligible for employment; (2) examine documents presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the form, and complete the certification portion of the form; (4) retain the form for three years, or one year past the end of employment of the individual, whichever is longer.

It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status.

Compliance with Section 274A of the Immigration and Nationality Act (8 U.S.C. 1324a) is a material condition of the contract. If the contractor employs unauthorized workers during contract performance in violation of section 274A, the Government may terminate the contract, in addition to other remedies or penalties prescribed by law.

For further information on the requirements of the Act, contractors should contact the Employer and Labor Relations Officer of their local INS office.

H.5 FSAR 4G52.222-702 LABOR STANDARDS FOR CONTRACTS INVOLVING MIGRANT AND SEASONAL AGRICULTURAL WORKERS (DEC 1999)

Comment [F20]: Mandatory for labor intensive work activities.

(a) *General.* This contract is subject to the Migrant and Seasonal Agricultural Workers Protection Act (MSPA) (29 U.S.C 1801-1872) and to Department of Labor regulations implementing MSPA (see 29 CFR 500). The purpose of MSPA is to eliminate activities that are detrimental to migrant and seasonal agricultural workers, to require registration of farm labor contractors, and to assure necessary protections for the workers. In addition to traditional farm labor activities, the Act applies to predominately manual forestry work including, but not limited to, tree planting, release, precommercial thinning, and site preparation and wildland fire fighting.

(b) *Definitions.*

"Migrant Agricultural Worker" and "Seasonal Agricultural Worker", as used in this clause, mean individuals employed in agricultural (including forestry) work on a seasonal or temporary basis. A worker who moves from one seasonal activity to another is employed on a seasonal basis even though the worker may continue to be employed during a major portion of the year. Migrant workers are required to be absent overnight from their permanent place of residence. Seasonal workers are not required to be absent overnight from their permanent place of residence. Members of the contractor's immediate family are not considered to be either migrant or seasonal workers. "Immediate family" includes only (1) spouse; (2) children, stepchildren, or foster children; (3) parents, stepparents, or foster parents; and (4) brothers and sisters.

"Farm Labor Contractor", as used in this clause, means an individual who, for any money or other valuable consideration, paid or promised to be paid, performs any recruiting, soliciting, hiring, employing, furnishing, or transporting of any migrant or seasonal agricultural worker.

(c) *Registration Requirement.* Any contractor who provides or hires migrant or seasonal workers to perform agricultural or manual forestry work shall first obtain a Certificate of Registration from the Department of Labor or an authorized State agency. The contractor shall carry the Certificate at all times while engaged in contract performance, and shall display it upon request. Any of the contractor's employees who also perform any one or more of the activities defined for a "Farm Labor Contractor" in paragraph (b) must have their own Farm Labor Contractor Employee Certificate.

(d) *Worker Protections.* The contractor shall comply with the following protections and standards related to wage disclosure, recordkeeping, vehicle safety, and housing:

(1) The contractor shall display and maintain at the place of employment the MSPA poster provided by the Department of Labor.

(2) Wage and Payroll Standards

(i) The contractor shall disclose in writing to each worker in a language common to the worker the full terms of their employment, including workers compensation information, at the time they are recruited or hired. The Department of Labor provides an optional form WH-516 for contractor's use in disclosure.

(ii) The contractor must keep the following payroll records for each employee: name, address, social security number, basis for wages (i.e. per hour, per tree, per acre), number of units earned if paid on a per unit basis, hours worked, total pay, withholdings and purpose for each, and net pay. Payroll records shall be retained for three years.

(iii) Payments must be made no less frequently than every two weeks or semi-monthly. At the time of each payment, the contractor shall provide to the employee a written itemization of the information listed above and which shall include the employer's tax identification number.

(iv) If paid on a piece rate basis, the employee's wage must be at least equivalent to the required hourly wage for the hours worked, including overtime differential for time in excess of 40 hours per week.

(3) Motor Vehicle Safety

(i) The contractor must be registered to transport employees, unless employees provide their own transportation or carpool by their own arrangement in one of their own vehicles. The authorization to transport employees must appear on the contractor's certificate. If the contractor directs or requests employees to carpool, the registration requirement is still applicable. Any driver who transports workers for a fee or at the direction of the contractor must be registered as a farm labor contractor or a farm labor contractor employee.

(ii) Any vehicle under the ownership or control of the contractor shall comply with safety standards applicable to that vehicle. Generally passenger vehicles or station wagons must comply with Department of Labor regulations at 29 CFR 500.104. Vehicles other than passenger vehicles or station wagons which are driven more than 75 miles must comply with Department of

Transportation Regulations at 29 CFR 500.105. All drivers must have a current, valid State driver's license.

(iii) Each vehicle under the ownership or control of the contractor which is used to transport any migrant or seasonal agricultural worker shall be covered by vehicle insurance of \$100,000 per seat (maximum \$5,000,000). A workers compensation policy which covers the workers while being transported plus an additional property damage policy for \$50,000 for loss or damage in any one accident to the property of others may be substituted for the vehicle insurance requirement.

(4) Housing

(i) The contractor shall house workers only in a commercial establishment or a facility that has been certified by a health authority or other appropriate agency. The contractor must post the certificate of occupancy at the housing site.

(ii) The authorization to furnish housing, other than commercial lodging, must appear on the contractor's certificate.

(iii) If the contractor is not furnishing worker housing:

Workers on this contract may obtain housing only in a residential accommodation, including a commercial establishment such as a hotel or motel, which meets all applicable state and federal standards for employee housing.

Within 10 days after award, and prior to the issuance of Notice to Proceed, the contractor must notify the Contracting Officer of the planned worker housing site.

If the housing site is located on a National Forest, the Contractor must obtain a permit from the District Ranger for the District on which the housing site is located and the facilities established for the workers must meet the applicable U.S. Department of Labor (USDOL) MSPA standards for such sites.

If the housing site is not located on a National Forest, the site must meet the applicable housing standards in MSPA.

If an exemption from the permit requirement is claimed, the contractor must provide a written statement identifying the law authorizing the exemption, stating the facts constituting an exemption under that law, and identifying a USDOL employee or official who stated or concurred that the accommodations were exempt, citing name, date, and means of communication.

If the housing site is changed after approval by the Contracting Officer, the contractor must provide a new Permit or exemption statement. The above requirements are material conditions of this contract. If the contractor fails to comply, the Government may terminate the contract. In addition, other remedies or penalties prescribed by law may apply

Field Sanitation

In accordance with US Department of Labor Fact Sheet No. ESA 97-28 "Field Sanitation Standards" (Ref. 29CFR 1928.110), employers must provide:

- ▶ Potable drinking water, suitably cool and in sufficient amounts, dispensed in single-use cups or by fountains, located so as to be readily accessible to employees.
- ▶ Facilities maintained in accordance with public health sanitation practices include upkeep of water quality through daily change or more often if necessary.

- Notification to each employee of the location of the water and allowance of reasonable opportunities during the workday to use them. The employer also must inform the employee of the relevant health hazards in the field and the practices necessary to minimize them.

Employees cannot be made to bear the costs incurred by the employer for providing required facilities.

- (e) For further information on the requirements of the Act, contractors should contact their local Wage and Hour Division of the Department of Labor.

H.6 FSAR 4G52.222-703 MIGRANT AND SEASONAL AGRICULTURAL WORKER PROTECTION ACT REGISTRATION (DEC 1999)

Comment [F21]: Mandatory for labor intensive work activities.

The Migrant and Seasonal Agricultural Worker Protection Act (MSPA) (29 U.S.C. 1801-1872) and implementing regulations issued by the Department of Labor (29 CFR 500), require any employer who hires or anticipates hiring employees subject to MSPA to obtain an MSPA registration number.

If the contractor employs or anticipates hiring employees subject to MSPA, the contractor shall provide a valid U.S. Department of Labor MSPA Registration Number to the Contracting Officer within 10 days after notification of award of the contract.

The Government may demand that the contractor display MSPA registration at any time during contract performance if it appears that the contractor is employing workers subject to MSPA. On demand, the contractor shall display its MSPA registration or state why it is exempt from MSPA.

Compliance with MSPA is a material condition of the contract. If the contractor fails to provide a valid MSPA number in accordance with this clause, or falsely states that it is exempt from the MSPA, the Government may terminate the contract, in addition to other remedies or penalties prescribed by law.

H.7 PERSONAL PROTECTIVE EQUIPMENT

Comment [F22]: Mandatory for labor intensive work activities.

1. The contractor will train in the safe operation and use of equipment to all workers using such equipment.
2. Personal protective equipment, including personal protective equipment for eyes, face, head, and extremities shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards or processes encountered in a manner capable of causing injury or impairment in the function of any part of the body.
3. Defective or damaged personal protective equipment shall not be used.
4. The contractor shall provide each employee who operates a chain saw, chain saw chaps at no cost to the employee, and assure the chaps are worn during saw operations. These chaps must be approved by Underwriters Laboratory or meet Forest Service specification 6170-47. The chaps shall cover the full length of the thigh to the top of the boot on each leg.
5. The contractor shall assure that each employee wears foot protection that provides adequate traction and ankle support. Employees operating chain saws shall wear foot protection that is constructed with cut-resistant material which will protect the employee against contact with a running chain saw.
6. The contractor shall provide, at no cost to the employee, a hard hat and assure that each employee who works in an area where there is potential for head injury from falling objects or flying objects wears a

hard hat that meets the minimum requirements of American National Standards Institute (ANSI) standard Z89.1-1997.

7. The contractor shall provide, at no cost to the employee, eye protection where there is potential for eye injury due to flying objects. This eye protection must meet the minimum requirements of ANSI standard Z87.1-2003.
8. The contractor shall provide, at no cost to the employee, hearing protection where there is a potential for hearing loss due to high intensity noise e.g., chain saw operation.

H.8 AGAR 452.236-72 USE OF PREMISES (NOV 1996)

- (a) Before any camp, quarry, borrow pit, storage, detour, or bypass site, other than shown on the drawings, is opened or operated on USDA land or lands administered by the USDA, the Contractor shall obtain written permission from the Contracting Officer. A camp is interpreted to include a campsite or trailer parking area of any employee working on the project for the Contractor.
- (b) Unless excepted elsewhere in the contract, the Contractor shall (i) provide and maintain sanitation facilities for the work force at the site and (ii) dispose of solid waste in accordance with applicable Federal, State and local regulations.

H.9 CAMPING PROVISIONS FOR LABOR INTENSIVE CONTRACTS

Comment [F23]: Mandatory for labor intensive work activities.

The following provisions apply to all camping on National Forest lands during performance of this contract:

1. These provisions are in addition to those contained in, or provided for, in the clause titled "Use of Premises", in this contract.
2. Every structure used as shelter shall provide protection from the elements. Where heat adequate for weather conditions is not provided, other arrangements should be made to protect workers from the cold. Firewood may be cut only after obtaining a District Firewood Permit.
3. The campsite will not encroach beyond the boundaries designated by the Forest Service. The campsite shall be located so as to minimize impacts on streams, lakes, and other bodies of water. No camping shall be permitted within developed recreation sites or along primary recreation roads.
4. The campsite shall have a clean appearance at all times.
5. Upon abandonment of any campsite, or termination, revocation, or cancellation of camping privileges, the contractor shall remove, within 10 calendar days, all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in the camping permit. If the contractor fails to remove all structures or improvements within the 10 calendar days, they shall become the property of the United States, but that will not relieve the contractor of liability for the cost of their removal and restoration of the site.
6. Unless otherwise designated by the Contracting Officer, the use of this area is not exclusive, and may be granted to other Permittees, contractors, or recreating public. Disorderly conduct is not permitted.
7. Damaging or removing any natural feature or other property of the Forest Service is prohibited.

8. Servicing of equipment in the campsite is not permitted, unless the campsite is within the project area.
9. Sanitary facilities shall be provided for storing food. Ice chests or coolers, with ice supply made from potable water and replenished as necessary, shall be provided and sufficient for the storage of perishable food items.
10. An adequate and convenient potable water supply shall be provided in each camp for drinking and cooking purposes.
11. Toilet facilities adequate for the capacity of the camp shall be provided and supplied with adequate toilet paper. Such facilities shall be serviced and maintained in a sanitary condition.
12. Garbage shall be collected, stored, and disposed of in such a manner as to prevent scattering by the wind, minimize attraction of flies, and discourage access by rodents.
13. Basic first aid supplies shall be maintained, available and under the charge of a person trained to administer first aid. The supplies shall include:
 - a. Gauze pads (at least 4x4 inches)
 - b. Two large gauze pads (at least 8x10 inches)
 - c. Box adhesive bandages (band-aids)
 - d. One package of gauze roller bandage at least 2 inches wide
 - e. Two triangular bandages
 - f. Scissors
 - g. At least one blanket
 - h. Tweezers
 - i. Adhesive tape
 - j. Latex gloves
 - k. Resuscitation device such as resuscitation bag, airway, or pocket mask
14. Any washing of laundry shall be done in such a way as to provide for washing and rinsing without polluting lakes, streams, or other flowing water.
15. Waste water must be disposed of away from living and eating areas and in a fashion that minimizes pollution to lakes, streams, and other flowing water.
16. The contractor shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without the written permission from the Forest Service.
17. The contractor shall comply with the following fire regulations during fire season:
 - a. A shovel, axe or pulaski, 10 quart pail which is full of water for immediate use and a fire extinguisher with an Underwriters Laboratory (UL) rating of at least 1:A 10:BC is required during the fire season.
 - b. All fire rings or outside fireplaces will be approved by the Forest Service representative. The area will be cleared down to mineral soil for a distance of 1 foot outside of the ring or fireplace and it will not have any overhanging material. Fire rings will be dismantled and material disposed prior to leaving the site.

- c. All generators and other internal combustion engines will be equipped with USFS approved spark arrestors and/or factory designed muffler and exhaust system in good working order. They will be located in a cleared area with the same requirements as in (b).
- d. All fuel will be stored in UL approved flammable storage containers and be located at least 50 feet from any open flame or other source of ignition.

18. Any violation of these conditions constitutes a breach of contract, and may result in revocation of camping approval.

19. The Forest Service reserves the right to terminate a camping permit at any time.

H.10 SAFETY

Comment [F24]: Include Regional clauses as appropriate.

Contractor's Operations shall facilitate Forest Service's safe and practical inspection of Contractor's Operations and conduct of other official duties on Contract Area. Contractor has all responsibility for compliance with safety requirements for Contractor's employees. In the event that a conflict develops between the requirements of this contract or agreed upon methods of proceeding hereunder and State or Federal safety requirements, the contract shall be modified and Contractor may request an equitable adjustment...

H.11 REQUIREMENTS OF RIGHTS-OF-WAY

Comment [F25]: Applies to all Work Activities. Do not duplicate in Appendices.

Contractor's road construction and use on rights-of-way shall be confined to said rights-of-way and limited by the related easements and stipulations, if any, unless Contractor makes other arrangements that will not infringe upon or adversely affect the grantee's rights. Said easements or right-of-way documents are available in the offices of the Forest Supervisor and District Ranger.

H.12 USE OF ROADS BY CONTRACTOR

Comment [F26]: Applies to all Work Activities. CO to insert table information. Do not duplicate in Appendices.

Contractor is authorized to maintain roads, bridges, and other transportation facilities, as needed for harvesting Included Timber or other products on National Forest and other lands where Forest Service has such authority. The location and clearing widths of all Temporary Roads or facilities shall be agreed to before construction is started. Contractor is authorized to cut and use for construction without charge construction timber or other products designated by agreement.

Except as provided herein, Contractor is authorized to use existing National Forest roads and Specified Roads, when such use will not cause damage to the roads or National Forest resources and when hauling can be done safely. If Contractor's use of an existing temporary or National Forest system road cannot be satisfactorily accommodated without reconstruction, Contractor shall be authorized to use such road upon agreement as to the minimum reconstruction work that Contractor shall perform before hauling.

The Contract Area Map shows existing temporary or permanent roads that for such reasons as limitations in structural capacity, safety, and protection of soil, water, and roads:

- (a) Cannot be used for log hauling or
- (b) May be used only under the restrictive limitations stated therein.

Contractor's use of existing roads identified on Contract Area Map by the following codes is prohibited or subject to restrictive limitations, unless agreed otherwise:

Code	Use Limitations
X	Hauling prohibited
R	Hauling restricted
U	Unsuitable for hauling prior to completion of agreed reconstruction
P	Use prohibited
A	Public use restriction
W	Regulation waiver

Roads coded A will be signed by the Forest Service to inform the public of use restrictions. Contractor's use of roads coded R, A, or W shall be in accordance with the following restrictions:

Restricted Road List

Road Number	Road Name	Termini		Map	Description of Restrictions
		From	To	Legend	
	All roads used for hauling				Hauling is prohibited on weekends from 6:00pm Friday to midnight Sunday and on the following holidays: Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas and New Years Day.

H.13 ROAD MAINTENANCE

Comment [F27]: Insert appropriate Regional clause.

Contractor shall maintain roads, commensurate with Contractor's use, in accordance with Road Maintenance Requirements and the Road Maintenance Specifications. Performance of road maintenance work by Contractor may be required prior to, during, or after each period of use. The timing of work accomplishment shall be based on Contractor's Progress Schedule...

H.14 TRAFFIC CONTROL PLAN

Unless otherwise agreed in writing, when Contractor's Operations are in progress adjacent to or on Forest Service controlled roads and trails open to public travel, Contractor shall furnish, install, and maintain all temporary traffic controls that provide the user with adequate warning of hazardous or potentially hazardous conditions associated with Contractor's Operations. Contractor and Forest Service shall agree to a specific Traffic Control plan for each individual project prior to commencing operations. Devices shall be appropriate to current conditions and shall be covered or removed when not needed. Except at otherwise agreed, flagmen and devices shall be as specified in the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUCD) and as shown on Plans, Contract Area Map, Traffic Control Plan or in specifications attached hereto.

H.15 USE BY OTHERS

Comment [F28]: Applies to all Work Activities. Do not duplicate in Appendices.

Forest Service shall have the right to use any road constructed by Contractor under this contract for any and all purposes in connection with the protection and administration of the National Forest. Other parties, in connection with the logging of tributary National Forest timber, may use roads constructed by Contractor hereunder when such use will not materially interfere with Contractor's Operations. Such third party use shall be contingent upon the third party paying a fair share of maintenance cost commensurate with such commercial

use. Unless otherwise provided, Forest Service shall authorize other uses of roads constructed by Contractor hereunder only if:

- (a) Forest Service makes appropriate arrangements to relieve Contractor of related maintenance costs commensurate with such other uses and
- (b) Such other uses will not materially interfere with Contractor's Operations.

Where Contractor reconstructs a road having established use, the use during reconstruction and thereafter by Contractor shall be such as to reasonably accommodate such established use. Contractor shall have the right to use such reconstructed road without material additional interference from other users.

H.16 CONFORMITY WITH DRAWINGS AND SPECIFICATIONS

Unless working tolerances are specified, all work performed and materials furnished shall be in reasonably close conformity with lines, grades, cross sections, dimensions, and material requirements shown on the drawings, indicated in the specifications, or designated on the ground. "Reasonably close conformity" is compliance with reasonable and customary manufacturing and construction tolerances.

Comment [F29]: Applies to all Work Activities. Do not duplicate in Appendices.

H.17 LOCAL MATERIAL SOURCES

(a) Designated Sources--Sources of local materials will be designated on the drawings. The Government assumes responsibility for the quality and quantity of material in the source. The Contractor shall determine the equipment and work required to produce the specified product.

The Contractor shall utilize all suitable material in the source. The designation of source will include the rights of the Contractor to use certain area(s) for plant site, stockpiles, and haul roads. Any Contractor royalty payment requirements will be stated below.

When materials are subject to weight measurement, the weight/volume relationship used for determination of designed quantities will be shown on the Drawings.

Should the designated source, due to causes beyond the control of the Contractor, contain insufficient suitable material, the Government will provide another source with an equitable adjustment in accordance with the Differing Site Conditions and Changes clauses.

(b) Contractor-Furnished Sources--When the material sources are not designated as provided above or the Contractor elects not to use designated sources, the Contractor shall be responsible for providing the specified product with no adjustment in contract price, unless weight/volume relationship differences between designated source material and Contractor-furnished source material result in financial disadvantage to the Government. Quality testing shall be the responsibility of the Contractor. Test results shall be furnished to the Contracting Officer.

Comment [F30]: Applies to all Work Activities. Do not duplicate in Appendices.

H.18 SAMPLES, TESTS, CITED SPECIFICATIONS

Reference made in the contract to specifications, standards, or test methods adopted by AASHTO, ASTM, GSA, or other recognized National technical associations, shall mean specifications, standards, or test methods (including interim or tentative issues) which are in effect on the date of the solicitation.

Comment [F31]: Applies to all Work Activities. Do not duplicate in Appendices.

H.19 AGAR 452.236-76 SAMPLES AND CERTIFICATES (FEB 1988)

When required by the specifications or the Contracting Officer, samples, certificates, and test data shall be submitted after award of the contract, prepaid, in time for proper action by the Contracting Officer or his/her designated representative. Certificates and test data shall be submitted in triplicate to show compliance of materials and construction specified in the contract performance requirements.

Samples shall be submitted in duplicate by the Contractor, except as otherwise specified, to show compliance with the contract requirements. Materials or equipment for which samples, certifications or test data are required shall not be used in the work until approved in writing by the Contracting Officer.

H.20 PROTECTION OF LAND SURVEY MONUMENTS

Forest Service shall appropriately designate on the ground all known survey monuments, section corners, and other corner accessories. Forest Service shall post identifying signs on two sides of each known bearing tree. Forest Service shall arrange protective or perpetuative action that does not cause unnecessary delay to Contractor in authorized clearings, such as Clearcutting Units and road construction, and in other instances where damage to monuments, section corners, and other corner accessories is unavoidable.

Contractor shall protect all known survey monuments, witness corners, reference monuments, and bearing trees against avoidable destruction, obliteration, or damage during Contractor's Operations. If any known monuments, corners, or accessories are destroyed, obliterated, or damaged by Contractor's Operations, Contractor shall hire the appropriate county surveyor or a registered land surveyor to reestablish or restore at the same location the monuments, corners, or accessories at no additional cost to the Government. Such surveyors shall use procedures in accordance with the Bureau of Land Management "Manual of Instructions for the Survey of the Public Lands of the United States" for General Land Office surveys and in accordance with State law for others. Contractor shall record such survey in appropriate county records.

H.21 PROTECTION MEASURES NEEDED FOR PLANTS, ANIMALS, CULTURAL RESOURCES, AND CAVE RESOURCES

1. Areas, known by Forest Service prior to contract solicitation, needing special measures for the protection of plants, animals, cultural resources, and/or cave resources are shown on Contract Area Map and/or identified on the ground, and shall be treated as follows:
 - a. Unless agreed otherwise, wheeled or track laying equipment shall not be operated in areas identified as needing special measures except on roads, landings, tractor roads, or skid trails. Contractor may be required to backblade skid trails and other ground disturbed by Contractor's Operations within such areas in lieu of cross ditching.
 - b. Unless agreed otherwise, trees will not be felled into areas identified as needing special measures.
 - c. Contractor shall conduct operations in a manner that does not damage or disturb identified areas. In the event that protective measures identified by the Forest Service are for any reason inadequate, Contracting Officer may delay or interrupt Contractor's operations, under this Contract, and/or modify this Contract.
 - d. Contractor shall immediately notify the Forest Service if its operations disturb or damage any area identified as needing special protection, and shall immediately halt its operations in the vicinity of such area until the Forest Service authorizes continued operations. In the event that Contractor's operations disturb or damage an area identified as needing special protection, then Contractor shall reimburse the Forest Service for the full cost and expense of any evaluative and remedial measures undertaken by the Forest Service in connection with such disturbance or damage. Such payment shall not relieve Contractor from civil or criminal liability under applicable law.
2. Nothing contained in this clause shall establish, or be deemed to establish any express or implied warranty on the part of the Forest Service that the Forest Service has identified all areas within the

Comment [F32]: Applies to all Work Activities. Do not duplicate in Appendices.

Comment [F33]: Applies to all Work Activities. Do not duplicate in Appendices.

Contract Area requiring special protection, or that measures prescribed by the Forest Service for protection of such areas are adequate.

- 3. Following contract solicitation, additional areas needing special measures for protection may be discovered or identified; protective measures may be revised or newly prescribed; and, additional species of plants and/or animals may be added to federal lists of protected species. In such event, Contracting Officer may delay or interrupt Contractor’s operations, under this Contract, and/or modify this Contract.
- 4. Discovery, by either the Contractor or the Forest Service, of additional areas, resources, species, or members of species needing special protection shall be promptly reported to the other party.

H.22 PROTECTION OF RESIDUAL TREES

Comment [F34]: Applies to all Work Activities. Do not duplicate in Appendices.

Contractor's Operations shall not unnecessarily damage young growth or other trees to be reserved.

H.23 SANITATION AND SERVICING

Comment [F35]: Applies to all Work Activities. Do not duplicate in Appendices.

Contractor shall take all reasonable precautions to prevent pollution of air, soil, and water by Contractor’s Operations. If facilities for employees are established on Contract Area, they shall be operated in a sanitary manner. In the event that Contractor’s Operations or servicing of equipment result in pollution to soil or water, Contractor shall conduct cleanup and restoration of the polluted site to the satisfaction of Forest Service.

Contractor shall maintain all equipment operating on Contract Area in good repair and free of abnormal leakage of lubricants, fuel, coolants, and hydraulic fluid. Contractor shall not service tractors, trucks, or other equipment on National Forest lands where servicing is likely to result in pollution to soil or water. Contractor shall furnish oil-absorbing mats for use under all stationary equipment or equipment being serviced to prevent leaking or spilled petroleum-based products from contaminating soil and water resources. Contractor shall remove from National Forest lands all contaminated soil, vegetation, debris, vehicle oil filters (drained of free-flowing oil), batteries, oily rags, and waste oil resulting from use, servicing, repair, or abandonment of equipment.

H.24 PREVENTION OF OIL SPILLS

Comment [F36]: Applies to all Work Activities. Do not duplicate in Appendices.

If Contractor maintains storage facilities for oil or oil products on Contract Area, Contractor shall take appropriate preventive measures to ensure that any spill of such oil or oil products does not enter any stream or other waters of the United States or any of the individual States.

If the total oil or oil products storage exceeds 1,320 gallons in containers of 55 gallons or greater, Contractor shall prepare a Spill Prevention Control and Countermeasures Plan. Such plan shall meet applicable EPA requirements (40 CFR 112), including certification by a registered professional engineer.

Contractor shall notify Contracting Officer and appropriate agencies of all reportable (40 CFR 110) spills of oil or oil products on or in the vicinity of Contract Area that are caused by Contractor’s employees agents, contractors, Subcontractors, or their employees or agents, directly or indirectly, as a result of Contractor’s Operations. Contractor will take whatever initial action may be safely accomplished to contain all spills.

H.25 HAZARDOUS SUBSTANCES

Contractor shall notify the National Response Center and Contracting Officer of all releases of reportable quantities of hazardous substances on or in the vicinity of Contract Area that are caused by Contractor’s employees, agents, Subcontractors or their employees or agents, directly or indirectly, as a result of Contractor’s Operations, in accordance with 40 CFR 302.

H.26 EQUIPMENT CLEANING

In order to prevent the spread of noxious weeds into the Contract Area, Contractor shall be required to clean all off-road logging and construction equipment prior to entry on to the Contract Area. This cleaning shall remove all soil, plant parts, seeds, vegetative matter, or other debris that could contain or hold seeds. Only logging and construction equipment so cleaned and inspected by the Forest Service will be allowed to operate within the Contract Area. All subsequent move-ins of equipment to the Contract Area shall be treated in the same manner as the initial move in. "Off-road equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.

Contractor shall employ whatever cleaning methods are necessary to ensure that off-road equipment is free of noxious weeds. Equipment shall be considered free of soil, seed, and other such debris when a visual inspection does not disclose such material. Disassembly of equipment components or specialized inspection tools is not required.

Unless otherwise agreed, Contractor shall give the forest service at least 24 hours notice when equipment is ready for inspection. Notification will include an agreed upon location where the equipment will be available for inspection by the forest service.

New infestations of noxious weeds, of concern to Forest Service and identified by either Contractor or Forest Service, on the Contract Area or on the haul route, shall be promptly reported to the other party. Contractor and Forest Service shall agree on treatment methods to reduce or stop the spread of noxious weeds when new infestations are found. A current list of noxious weeds of concern to Forest Service is available at each Forest Service office.

H.27 EROSION PREVENTION AND CONTROL

Contractor's Operations shall be conducted reasonably to minimize soil erosion. Equipment shall not be operated when ground conditions are such that excessive damage will result. The kinds and intensity of erosion control work done by Contractor shall be adjusted to ground and weather conditions and the need for controlling runoff. Erosion control work shall be kept current immediately preceding expected seasonal periods of precipitation or runoff.

If Contractor fails to do seasonal erosion control work prior to any seasonal period of precipitation or runoff, Forest Service may temporarily assume responsibility for the work and any unencumbered deposits hereunder may be used by Forest Service to do the work. If needed for such work, Contractor shall make additional deposits on request by Forest Service. Any money deposited or used for this purpose shall be treated as cooperative deposits.

H.28 STREAMCOURSE PROTECTION

"Streamcourses" that are subject to provisions of this Section are shown on Contract Map. Unless otherwise agreed, the following measures shall be observed to protect Streamcourses:

(a) Contractor's Operations shall be conducted to prevent debris from entering Streamcourses, except as may be authorized under paragraph (d). In event Contractor causes debris to enter Streamcourses in amounts that may adversely affect the natural flow of the stream, water quality, or fishery resource, Contractor shall remove such

Comment [F37]: Applies to all Work Activities. Do not duplicate in Appendices. Use Regional clause.

Comment [F38]: Applies to all Work Activities. Do not duplicate in Appendices.

Comment [F39]: Use if appropriate. Do not duplicate in Appendices.

debris as soon as practicable, but not to exceed 2 days, and in an agreed manner that will cause the least disturbance to Streamcourses.

(b) Culverts or bridges shall be required on Temporary Roads at all points where it is necessary to cross Streamcourses. Such facilities shall be of sufficient size and design and installed in a manner to provide unobstructed flow of water and to minimize damage to Streamcourses. Trees or products shall not be otherwise hauled or yarded across Streamcourses unless fully suspended.

(c) Wheeled or track-laying equipment shall not be operated in Streamcourses, except at crossings designated by Forest Service or as essential to construction or removal of culverts and bridges.

(d) Flow in Streamcourses may be temporarily diverted only if such diversion is necessary for Contractor’s planned construction and Forest Service gives written authorization. Such flow shall be restored to the natural course as soon as practicable and, in any event, prior to a major storm runoff period or runoff season.

H.29 MEADOW PROTECTION

Reasonable care shall be taken to avoid damage to the cover, soil, and water in meadows shown on Contract Area Map. Vehicular or skidding equipment shall not be used on meadows, except where roads, landings, and tractor roads are approved. Unless otherwise agreed, trees felled into meadows shall be removed by endlining. Resulting logging slash shall be removed where necessary to protect cover, soil, and water.

Comment [F40]: Use if appropriate. Do not duplicate in Appendices.

H.30 WETLANDS PROTECTION

Wetlands requiring protection under Executive Order 11990 are shown on Contract Area Map. Vehicular or skidding equipment shall not be used in such wetlands, except where roads, landings, and tractor roads are approved by the Contracting Officer. Additional measures needed to protect such areas are provided elsewhere herein.

Comment [F41]: Use if appropriate. Do not duplicate in Appendices.

H.31 FIRE PRECAUTIONS AND CONTROL

Comment [F42]: Insert appropriate Regional clause that is used for service & construction projects. DO NOT include the timber sale version which reduces contractor liability.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1988)

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://www.acquisition.gov/far>

<http://www.usda.gov/procurement/policy/agar.html>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

Pertaining To All Contract Items

- 52.202-1 Definitions (JUL 2004)
- 52.203-3 Gratuities (APR 1984)
- 52.203-5 Covenant Against Contingent Fees (APR 1984)
- 52-203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)
- 52-203-7 Anti-Kickback Procedures (OCT 2010)
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
- 52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010)
- 52.203-14 Display of Hotline Posters (DEC 2007)
- 52.204-4 Printed/Copied Double-Sided on Recycled Paper (MAY 2011)
- 52.204-7 Central Contractor Registration (APR 2008)
- 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010)
- 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed For Debarment (DEC 2010)
- 52.210-1 Market Research (APR 2011)
- 52.211-18 Variation in Estimated Quantity (APR 1984)
- 52.215-2 Audit and Records--Negotiation (OCT 2010)
- 52.215-8 Order of Precedence—Uniform Contract Format (OCT 1997)
- 52.217-2 Cancellation under Multiyear Contracts (OCT 1997)
- 52.219-3 Notice of Total HUBZone Set-Aside (JAN 2011)
- 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011)
- 52.219-6 Notice of Total Small Business Set-Aside (JUN 2003)
- 52.219-8 Utilization of Small Business Concerns (JAN 2011)
- 52.219-9 Small Business Subcontracting Plan (JAN 2011)
- 52.219-14 Limitations on Subcontracting (DEC 1996)
- 52.219-16 Liquidated Damages --Subcontracting Plan (JAN 1999)
- 52.219-27 Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004)
- 52.219-28 Post-Award Small Business Program Representation (APR 2009)
- 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2011)

Comment [m43]: Use for contracts >\$5 million.

Comment [m44]: Use for contracts >\$5 million.

Comment [m45]: Use for contracts >\$5 million.

Comment [F46]: Use when appropriate with Multiyear Contract.

Comment [F47]: Use when set-aside for HUBZone.

Comment [F48]: Use only if full and open competition is used.

Comment [F49]: Use when set-aside for small business.

Comment [F50]: Applicable over \$650,000. Use Alternate II if the plan is to be submitted with the proposal.

Comment [F51]: Applicable if any portion of the work is set-aside for small business.

Comment [F52]: Applicable over \$650,000 and 219-9 is included.

Comment [F53]: Use when set-aside for SDVOSB.

Comment [m54]: Delete if not set-aside for EDWOSB.

- 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (APR 2011)
- 52.222-3 Convict Labor (JUN 2003)
- 52.222-4 Contract Work Hours and Safety Standards Act--Overtime Compensation (JUL 2005)
- 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
- 52.222-26 Equal Opportunity (MAR 2007)
- 52.222-35 Equal Opportunity for Veterans (SEP 2010)
- 52.222-36 Affirmative Action for Workers with Disabilities (OCT 2010)
- 52.222-37 Employment Reports on Veterans (SEP 2010)
- 52.222-40 Notification of Employee Rights under the National Labor Relations Act (DEC 2010)
- 52.222-50 Combating Trafficking in Persons (FEB 2009)
- 52.222-54 Employment Eligibility Verification (JAN 2009)
- 52.223-2 Affirmative Procurement of Biobased Products under Service and Construction Contracts (DEC 2007)
- 52.223-5 Pollution Prevention and Right-to-Know Information (AUG 2003)
- 52.223-6 Drug-Free Workplace (MAY 2001)
- 52.223-18 Contractor Policy to Ban Text Messaging While Driving (AUG 2011)
- 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
- 52.227-1 Authorization and Consent (DEC 2007)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
- 52.229-3 Federal, State, and Local Taxes (APR 2003)
- 52.232-8 Discounts for Prompt Payment (FEB 2002)
- 52.232-9 Limitation on Withholding of Payments (APR 1984)
- 52.232-17 Interest (OCT 2010)
- 52.232-18 Availability of Funds (APPR 1984)
- 52.232-23 Assignment of Claims (JAN 1986)
- 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
- 52.233-1 Disputes (JUL 2002)
- 52.233-3 Protest after Award (AUG 1996)
- 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- 52.236-2 Differing Site Conditions (APR 1984)
- 52.236-3 Site Investigation and Conditions Affecting the Work (APR 1984)
- 52.236-5 Material and Workmanship (APR 1984)
- 52.236-6 Superintendence by the Contractor (APR 1984)
- 52.236-7 Permits and Responsibilities (NOV 1991)
- 52.236-8 Other Contracts (APR 1984)
- 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
- 52.236-10 Operations and Storage Areas (APR 1984)
- 52.236-12 Cleaning Up (APR 1984)
- 52.236-13 Accident Prevention (NOV 1991)
- 52.237-11 Accepting and Dispensing of \$1 Coin (AUG 2007)
- 52.242-13 Bankruptcy (JUL 1995)
- 52.244-6 Subcontracts for Commercial Items (DEC 2010)
- 52.245-1 Government Property (AUG 2010)
- 52.245-2 Government Property (Fixed-Price Contracts) (AUG 2010)
- 52.253-1 Computer Generated Forms (JAN 1991)

Comment [m55]: Delete if not set-aside for WOSB.

Comment [F56]: Use when performance is, in whole or in part, on a federal facility.

Comment [F57]: Use if funds are chargeable to new fiscal year and are not yet available.

Comment [F58]: Use when GFP is provided and contract is CR, T&M, LH, or FFP.

Pertaining to Service Contract Items Only

- 52.222-41 Service Contract Act of 1965, as amended (NOV 2007)

- 52.222-43 Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (SEP 2009)
- 52.222-44 Fair Labor Standards Act and Service Contract Act—Price Adjustment (SEP 2009)
- 52.232-1 Payments (APR 1984)
- 52.232-11 Extras (APR 1984)
- 52.232-25 Prompt Payment (OCT 2008)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
- 52.243-1 Changes – Fixed Price (AUG 1987) ALT I (APR 1984)
- 52.246-25 Limitation of Liability - Services (FEB 1997)
- 52.248-1 Value Engineering (OCT 2010)
- 52.249-2 Termination for Convenience of the Government (Fixed-Price) (MAY 2004)
- 52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)

Comment [m59]: CO to delete 52.222-43 or 44. Only one of the clauses can apply.

Pertaining to Construction Items Only

- 52.222-6 Davis-Bacon Act (JUL 2005)
- 52.222-7 Withholding of Funds (FEB 1988)
- 52.222-8 Payrolls and Basic Records (JUN 2010)
- 52.222-9 Apprentices and Trainees (JUL 2005)
- 52.222-10 Compliance with Copeland Act Requirements (FEB 1988)
- 52.222-11 Subcontracts (Labor Standards) (JUL 2005)
- 52.222-12 Contract Termination - Debarment (FEB 1988)
- 52.222-13 Compliance with Davis-Bacon and Related Act Regulations (FEB 1988)
- 52.222-14 Disputes Concerning Labor Standards (FEB 1988)
- 52.222-15 Certification of Eligibility (FEB 1988)
- 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
- 52.222-27 Affirmative Action Compliance Requirements for Construction (FEB 1999)
- 52.222-32 Davis-Bacon Act – Price Adjustment (Actual Method) (DEC 2001)
- 52.227-4 Patent Indemnity--Construction Contracts (DEC 2007)
- 52.228-2 Additional Bond Security (OCT 1997)
- 52.228-11 Pledges of Assets (SEP 2009)
- 52.228-12 Prospective Subcontractor Requests for Bonds (OCT 1995)
- 52.228-14 Irrevocable Letter of Credit (DEC 1999)
- 52.228-15 Performance and Payment Bonds – Construction (OCT 2010)
- 52.232-5 Payments under Fixed-Price Construction Contracts (SEP 2002)
- 52.232-27 Prompt Payment for Construction Contracts (OCT 2008)
- 52.236-11 Use and Possession Prior to Completion (APR 1984)
- 52.236-15 Schedules for Construction Contracts (APR 1984)
- 52.236-16 Quantity Surveys (APR 1984)
- 52.236-17 Layout of Work (APR 1984)
- 52.236-21 Specifications and Drawings for Construction (FEB 1997)
- 52.236-26 Preconstruction Conference (FEB 1995)
- 52.243-4 Changes (JUN 2007)
- 52.246-21 Warranty of Construction (MAR 1994)
- 52.248-3 Value Engineering – Construction (OCT 2010)
- 52.249-2 Termination for Convenience of the Government (Fixed-Price)(MAY 2004) Alt I (SEP 1996)
- 52.249-10 Default (Fixed Price Construction) (APR 1984)
- 52.253-1 Computer Generated Forms (JAN 1991)

Comment [m60]: Option contracts only.

Comment [m61]: Use when payment or performance bonds are required.

Comment [m62]: Use when payment bond is required.

Comment [m63]: Use when payment, performance, or alternate payment protection is required.

Comment [m64]: Use when construction is greater than \$150,000.

II. AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

Pertaining To All Contract Items

452.237-70 Loss, Damage, Destruction or Repair (FEB 1988)
 452.237-75 Restrictions Against Disclosure (FEB 1988)
 452.237-77 Emergency Response (NOV 1996)

Comment [m65]: Delete if not renting equipment with or without operator.

***FULL TEXT CLAUSES
 PERTAINING TO ALL CONTRACT ITEMS***

I.2 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(b) (1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600. (ii) As required by section 3010 of Public Law 111- 212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

Comment [m66]: Use when contract is expected to exceed \$500,000 and the offeror certified that it [] has a current active Federal contracts and grants with total value greater than \$10,000,000.

PERTAINING TO SERVICE ONLY

I.3 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

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

Employee Class	Monetary Wage	Fringe Benefits
Heavy Equipment Operator WG-8	\$21.31/hr	*
Crew Leader GS-5	\$15.00/hr	*
Forestry Tech GS-5	\$15.00/hr	*
Laborer GS-3 or GS-4	\$11.95 or \$13.41/hr	*

Comment [F67]: CO to insert appropriate wage information.

Comment [m68]: CO: go to this website to get the appropriate rate for your area - http://www.cpms.osd.mil/wage/wage_schedules.aspx

*FRINGE BENEFITS: Life, Accident and Health Insurance and Sick Leave Programs - 5.1 percent of basic hourly rate.
 Paid Holidays - 10 per year: New Year's Day, Martin Luther King, Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day
 Vacation - 13 days paid vacation per year up to 3 years of service, 20 days after 3 years of service, and 26 after 15 years of service. Retirement - 7 percent basic hourly rate.

I.4 FAR 52.246-20 WARRANTY OF SERVICES (MAY 2001)

Comment [F69]: Use as appropriate. CO to complete information.

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

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor _____
 [Contracting Officer shall insert the specific period of time in which notice shall be given to the Contractor; e.g., "within 30 days from the date of acceptance by the Government,"; within 1000 hours of use by the Government;" or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period of time]. This notice shall state either--

(1) That the Contractor shall correct or reperform any defective or nonconforming services; or

(2) That the Government does not require correction or reperformance.

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

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

PERTAINING TO CONSTRUCTION ONLY

I.5 AGAR 452.228-70 ALTERNATIVE FORMS OF SECURITY (NOV 1996)

If furnished as security, money orders, drafts, cashier's checks, or certified checks shall be drawn payable to: USDA Forest Service.

I.6 FAR 52.225-9 BUY AMERICAN ACT – CONSTRUCTION MATERIALS (SEP 2010)

Comment [F70]: CO to complete blanks.

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

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition at FAR [2.101](#));

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 ([46 U.S.C. App. 1702](#)), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems,

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including—

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
 <i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

I.7 52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JUL 2000)

Comment [m72]: Use when Construction work is estimated between \$30,000-\$150,000. CO to fill in.

(a) The Contractor shall submit one of the following payment protections:

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within _____ days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

I.8 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

Comment [F73]: Use if full and open competition is used and construction is >\$150,000. CO to complete the blank.

The Contractor shall perform on the site, and with its own organization, work equivalent to at least _____ [insert the appropriate number in words followed by numerals in parentheses] percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

Comment [F74]: List as needed.

The following attachments are made a part of this solicitation and any resultant contract.

1. Appendices

Appendix A - Work Activity Items, ## pages
Detailed Information Sheet, ## pages

Appendix B - Timber or other products Removal Project Terms and Specifications, ## pages

Comment [F75]: Use either scaled or tree measurement version

Appendix C – Road Maintenance
Specification List for Road Maintenance, ## pages
Special Project Specifications (SPS) for Road Maintenance, ## pages
Road Maintenance Requirements Specification Table, # pages
Contract Road Maintenance Requirements Summary Table, ## pages
Drawings for Road Maintenance, #pages

Appendix D – Road Construction/Reconstruction
Specification List for Road Construction/Reconstruction, ## pages
Supplemental Project Specifications for Road Construction/Reconstruction, # pages
Drawings for Road Construction/Reconstruction, ## pages

2. Maps

3. Wage Determination No:

Number	Revision	Date	Pages

NOTE: THIS PROJECT IS LOCATED IN ZONE # ___, AREA # ___

4. Financial Information Forms: FS-6500-24, Financial Statement – 5 pages
(include with Business Proposal) FS-6500-25, Request for Verification – 1 page

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGEMENTS**K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2011)**

Comment [F76]: CO to complete blanks.

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [insert NAICS code].
- (2) The small business size standard is _____ [insert size standard].
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- (i) Paragraph (d) applies.
- (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:
- (i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
- (A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the clause at [52.204-7](#), Central Contractor Registration.
- (iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.
- (vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xiii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xvii) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xviii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) [52.225-25](#), Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. This provision applies to all solicitations.

(xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

__ (i) [52.219-22](#), Small Disadvantaged Business Status.

__ (A) Basic.

__ (B) Alternate I.

__ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

__ (iii) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for

Maintenance, Calibration, or Repair of Certain Equipment Certification.

__ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain

Services—Certification.

__ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA—

Designated Products (Alternate I only).

__ (vi) [52.227-6](#), Royalty Information.

__ (A) Basic.

__ (B) Alternate I.

__ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within 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 the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. 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.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

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.

K.2 AGAR 452.222-70 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (JAN 1999) (DEVIATION) (USDA)

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212 (d) (i.e., the VETS-100 report required by FAR clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has , has not submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An offeror who checks “has not” may not be awarded a contract until the required report is filed.

K.3 MIGRANT AND SEASONAL AGRICULTURAL WORKER PROTECTION ACT

Comment [F77]: User for Manual Labor Intensive Projects; i.e., planting, thinning, pruning. CO will include appropriate location addresses.

In accordance with the Migrant Seasonal and Agricultural Worker Protection Act (MSWPA) (29 USC 1801-1872) the offeror states that it:

- Has applied for a MSWPA Registration Number
- Has been issued MSWPA Registration Number
- Has not applied for a number
- Will not apply because it does not currently have employees and does not plan to hire employees.

An employer who anticipates hiring employees and who anticipates the possibility of bidding on a federal contract in the future should submit an application to obtain the Registration Number.

Applications for registration numbers should be made on Form WH-530 found at the U.S. Department of Labor (DOL) (<http://www.dol.gov/whd/mspa/index.htm>) website. Questions concerning application should be directed to DOL:

If the applicant’s permanent place of residence is in Alaska, Arizona, American Samoa, California, Guam, Hawaii, Idaho, Nevada, Oregon, or Washington--

U.S. Department of Labor
 Wage Hour Division
 National Certificate Team
 90 Seventh Street Suite 13-100
 San Francisco, CA 94103

(415) 625-7687

If the applicant’s permanent place of residence is anywhere else in the country--

U.S. Department of Labor
 Wage Hour Division
 National Certificate Team
 P.O. Drawer 56447
 Atlanta, GA 30343

(404) 893-6030

Completed applications should be mailed to the appropriate DOL office listed above.

A valid U.S. Department of Labor Registration Number must be supplied to the Contracting Officer prior to issuance of a Notice to Proceed with the work. Failure to provide such number within 30 days of award is grounds for termination of your contract.

K.4 STATE LICENSING REQUIREMENTS

Comment [F78]: Insert appropriate state licensing requirements, where applicable.

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 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):

<http://www.acquisition.gov/far>
<http://www.usda.gov/procurement/policy/agar.html>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.204-6 Data Universal Numbering System (DUNS) Number (APR 2008)
 52.215-1 Instructions to Offerors—Competitive Acquisition (JAN 2004) Alternate II (OCT 1997)
 52.225-10 Notice of Buy American Act/Balance of Payments Program Requirement—Construction Material (MAY 2002)
 52.232-13 Notice of Progress Payments (APR 1984)
 52.236-28 Preparation of Proposals—Construction (Oct 1997)
 53.237-1 Site Visit (APR 1984)

L.2 52.215-5 FACSIMILE PROPOSALS (OCT 1997)

Comment [m79]: Include if you allow FAX proposals.

(a) *Definition.* “Facsimile proposal,” as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: *[insert telephone number]*.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document—

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

L.3 52.216-1 TYPE OF CONTRACT (APR 1984)

Comment [F80]: CO to insert correct contract type. Delete if Firm Fixed Price.

The Government contemplates award of a _____ contract resulting from this solicitation.

L.4 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Trade	Minority Participation	Female Participation
All	3.0	6.9

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is

L.5 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of

Comment [F81]: CO to insert current figures and appropriated location. The female and minority goals for construction can be found at: <http://www.dol.gov/ofccp/TAguides/fedreg100380.htm>

Comment [F82]: CO to insert appropriate official/location.

receipt from _____ [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.6 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at [52.236-2](#), Differing Site Conditions, and [52.236-3](#), Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

L.7 AGAR 452.204-70 INQUIRIES (FEB 1988)

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only solicitation about any aspect of this requirement prior to contract award

L.8 AGAR 452.215-71 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND BUSINESS PROPOSALS (SEP 1999)

(a) - General Instructions. Proposals submitted in response to this solicitation shall be furnished in the following format with the numbers of copies as specified below.

(1) - The proposal must include a technical proposal and business proposal. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost; however, resource information (such as data concerning labor hours and categories, materials, subcontracts, etc.) must be contained in the technical proposal so that the contractor's understanding of the statement of work may be evaluated.

(2) - Offerors may, at their discretion, submit alternate proposals or proposals which deviate from the requirement; provided, that an offeror also submit a proposal for performance of the work as specified in the statement of work. Any "alternate" proposal may be considered if overall performance would be improved or not compromised, and if it is in the best interest of the Government. Alternate proposals, or deviations from any requirement of this RFP, must be clearly identified.

(3) - The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this RFP.

(4) - Offerors shall submit their proposal(s) in the following format and the quantities specified:

- (a) 1 copy of the completed, signed offer (Sections A, B, and K of the solicitation package)
- (b) 3 copies of the technical proposal
- (c) 1 copy of the business/cost proposal

(b) Technical Proposal Instructions. Technical proposals will be evaluated to determine the ability of the contractor to meet the requirements of the Government. Therefore, the technical proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed description of the

Comment [F83]: CO to insert appropriate information for the current project.

organization, techniques, procedures and program for achieving the objectives of the specifications/statement of work. Proposals that merely paraphrase the requirements of the Government's specifications/statement of work, or use such phrases as "will comply" or "standard techniques will be employed" will be considered unacceptable and will not be considered further. As a minimum, the proposal must clearly provide the following:

(1) - The technical proposals will be evaluated and ranked on the basis of the following criteria:

1. **Past Performance** (List of References). The technical proposal must address past performance for both the Offeror and any proposed major subcontractors. OFFERORS SHOULD PROVIDE ONLY THE INFORMATION LISTED BELOW. Performance information will be requested from references provided and other known clients.

(A) Submit a list of similar project work that was completed by your firm or any of your proposed subcontractors in the last 3 years. Emphasis is placed on past work specifically related to the work elements in the solicitation. Provide:

- **Names, telephone numbers and FAX number of principal officials in charge of the project who are familiar with your performance.**
- A description of the work performance,
- The agency/company or individuals you worked for,
- The size (value) and location of the contracts,
- Contract numbers.

Provide information on any problems encountered on the identified contracts and corrective actions taken.

Individuals or businesses without prior contracts as a business entity, should list contracts and subcontracts completed under other names or by their employees.

The Office of Management and Budget (OMB) has authorized Federal agencies to collect past performance information under OMB clearance number 9000-0142. Both this information provided in the proposal, and Government records will be used to evaluate the Offeror's past performance; however, references other than those listed may also be contacted.

(B) At the option of the Offeror, this list of past performance references may be provided prior to the due date of proposals, reference Block 9 of the Solicitation, Offer and Award Form. However, the list MUST be provided NO LATER than the due date/time of Proposals.

2. **Technical Approach**

Work Activity Plan. In general terms, describe the methods that will be used to accomplish the primary work elements in such manner that your, or your sub-contractor's, approach to, and coordination between, the various operations are clearly described.

Method. Describe the method, or combination of methods you plan to utilize to accomplish all work listed in the Schedule of Items. At a minimum describe how you will accomplish each work activity. Address the removal and utilization of nonsaw material. Describe your approach for ensuring resource protection.

Equipment. Specify the equipment to be used to accomplish work activities involving timber or other products removal, precommercial thinning, slash treatment, and fireline installation. Include make and model of proposed equipment.

Timing. Address both completion of work within individual units and a general plan for sequence of work across the project, including all work items – product removal, precommercial thinning and slash treatment, road construction/reconstruction, road maintenance, erosion control, and fireline installation. What work element(s), if any, will be completed independent of product removal? Address how you will schedule treatments to minimize the impact on local trail use and use of the Dry Creek Horse Camp.

NOTE: This is NOT a request for a detailed logging plan. After award and prior to beginning work, the Contractor must, as stated in the timber or other products removal specifications, submit a detailed logging and resource protection plan covering each unit and subject to approval by the Contracting Officer.

3. **Key Personnel.** Provide the resume of the person to be designated as the Project Manager. Include list of project managed by this individual within the last three years, including reference names and phone numbers for these projects.

4. **Utilization of Local Work Forces.** Explain how you will recruit and utilize labor, subcontractors, and other workforce from the local community, as available skills allow.

(c) **Business Proposal Instructions.**

- (1) Price Proposal. Complete Section B, Schedule of Items, for all items listed, both Base and Optional items.
- (2) Business Proposal.
 - (a) Specifically identify the financial capability and plan to provide bonding and pay employees and suppliers until revenue is generated from the timber or other products activities.
 - (b) Provide financial references by completing enclosed Forms FS 6500-24, Financial Statement and FS 6500-25, Request for Verification and submit in Business Proposal.

Comment [F84]: Used with discretion on Timber Sales. CO must assure the information requested will be utilized in the evaluation of the proposal.

L.9 AGAR 452.215-72 AMENDMENT TO PROPOSALS (FEB 1988)

Any changes to a proposal made by the offeror after its initial submittal shall be accomplished by replacement pages. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment on the lower right corner of the changed pages.

L.10 AGAR 452.219-70 SIZE STANDARD AND SIC CODE INFORMATION (SEP 2001)

Comment [F85]: Use if set-aside for Small Business.

The North American Industrial Classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s): All items except No. 7
 --NAICS Code 113310
 --Size Standard 500 employees

Contract line item(s):	<u>Item No. 7</u>
--NAICS Code	<u>237310</u>
--Size Standard	<u>\$28.5 million</u>

L.11 AGAR 452.228-70 ALTERNATIVE FORMS OF SECURITY (NOV 1996)

If furnished as security, money orders, drafts, cashiers checks, or certified checks shall be drawn payable to: USDA Forest Service.

L.12 AGAR 452.237-71 PRE-BID/PRE-PROPOSAL CONFERENCE (FEB 1988)

(a) - The Government is planning a pre-bid/pre-proposal conference, during which potential offerors may obtain a better understanding of the work required.

(b) - **Offerors are requested and encouraged to submit all questions in writing at least five (5) days prior to the conference.** Questions will be considered at any time prior to or during the conference, however offerors will be asked to confirm verbal questions in writing. Subsequent to the conference, an amendment to the solicitation containing an abstract of the questions and answers, and a list of attendees, will be disseminated.

(c) - Questions may be addressed to _____

Comment [F86]: CO to add name, phone number and fax number where questions should be submitted.

(d) - The Government assumes no responsibility for any expense incurred by an offeror prior to contract award.

(e) - Offerors are cautioned that, notwithstanding any remarks or clarifications given at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the offeror to seek clarification prior to submitting an offer.

(f) - The conference will be held:

Date: _____

Time: _____

Location: _____

Comment [F87]: CO to insert appropriate information in blanks.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 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):

www.acquisition.gov/far/
<http://www.usda.gov/procurement/policy/agar.html>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.217-5 Evaluation of Options (JUL 1990)
52.217-7 Option for Increased Quantity—Separately Priced Line (MAR 1989)

Comment [F88]: Utilize when Options are included.
Comment [F89]: Utilize as appropriate. This clause has a fill in.

M.2 EVALUATION, NEGOTIATION AND AWARD PROCESS

Proposals will be evaluated and rated to determine which Offerors are within a competitive range, price and other factors considered. Award may be made without further negotiations. Proposals should be submitted initially on the most favorable terms that the offeror can submit to the Government, from both price and technical standpoints. However the Government may, after evaluation of proposals, conduct further oral or written discussions as appropriate, with all offerors whose proposals are within a competitive range. Proposals that do not address one or more criteria or sub-factors, may not be considered further for award.

Firms lacking a past performance record (e.g., new firms or those with no relevant experience within their organization) will be treated as an unknown performance risk, receiving a neutral score in this criteria. A neutral score will be established as the average of all other competing offerors, or the average of the total score available, whichever is less.

Award Statement. Award will be made to that offeror whose technical/cost relationship is the most advantageous to the Government. The critical factor in making any cost/technical trade-offs is not the spread between the technical ratings, but rather the significance of that difference. The significance of the difference in ratings will be determined on the basis of what that difference is and what it would cost the Government to take advantage of it. Award may not necessarily be made for technical capabilities that would appear to exceed those needed for fulfilling the requirements of this contract. The Government reserves the right to make cost/technical trade-offs that are in the best interest and to the advantage of the Government.

Comment [F90]: CO to utilize award statement that is appropriate for this project.
Comment [F91]: Insert basis of evaluation and criteria specific to project.

M.3 EVALUATION CRITERIA

Proposals shall be prepared and submitted in accordance with instructions contained in Section L. The technical evaluation criteria are listed in descending order of importance. The first and second technical evaluation criteria are approximately equal in importance and together are significantly more important than the remaining technical criteria. All subfactors listed under one evaluation criteria are approximately equal in importance. All technical evaluation criteria when combined are significantly more important than cost or price (or approximately equal to cost or price or significantly less important than cost or price...).

Comment [F92]: Choose evaluation scheme. Identify scheme for factors and sub-factors as well the scheme for technical/price.

(a) **TECHNICAL CRITERIA.** The technical proposals will be evaluated and ranked according to the following criteria.

1. Past Performance

Note: Reference Section L, regarding what to submit with the technical proposal for past performance evaluation.

(i) **Quality of Work:** Demonstrated ability to perform services in accordance with contract specifications. Conformance to good standards of workmanship.

(ii) **Customer Satisfaction:** Satisfaction of end users with the contractor's completed products and services.

(iii) **Timeliness of performance:** compliance with delivery schedules; reliability; responsiveness to technical direction, no assessment of liquidated damages.

(iv) **Business relations:** Effective management, ability to manage projects involving subcontracts, working relationship with the contracting officer and technical representatives, reasonable/cooperative behavior, flexibility, effective contractor recommended solutions, businesslike concern for government's interests.

(v) **Cost control:** Ability to complete contracts within budget (at or below); reasonableness of price change proposals submitted; providing current, accurate, and complete billings.

(2) Technical Approach:

Work Activity Plan - Ratings will be determined based on the acceptable methods of accomplishing the work that:

- use equipment that provides resource protection,
- maximize the use of harvested material (both sawtimber and non-sawtimber),
- reduce the number of entries,
- schedule treatments that minimizes the impact on local trail use and use of the Dry Creek Horse Camp, and

(3) **Key Personnel** – Ratings for key personnel will increase based on the number of similar, successfully completed projects.

(4) **Utilization of Local Workforce** - Credit for employment or utilization of subcontractors will be evaluated as follows:

- a) Highest evaluated rating: Utilization of work forces from Counties on the eastside of the Cascade Mountains.
- b) Secondary evaluated rating, receiving some credit for local utilization: Utilization of work forces from anywhere within the State of Oregon.
- c) Little or no utilization will receive the lowest rating for this criterion.

Offeror's Technical Approach, Key Personnel, and Utilization of Local Workforce proposals will be incorporated into any resultant contract.

(b) COST/PRICE EVALUATION CRITERION. This criterion will (1) consider price reasonableness, and (2) be used to help determine the offeror's understanding of the work. The importance of cost/price may become greater as the differences between technical proposals decreases. Where technical proposals are determined to be substantially equal, any cost/price advantage to the Government may control award.