

UPDATED March 2016 (FAC 2005-87, March 7th 2016)**INTEGRATED RESOURCE SERVICE CONTRACT (IRSC)--CONSTRUCTION**

Instructions for use:

- FAR Clauses have been updated through **2005-87, effective March 7th, 2016**. Contracting Officers are required to review FAR clause matrix 52.301 and shall make changes as appropriate. The CO is the signing authority and responsible to ensure the information is up to date and relevant to their project.
- FAR Clauses have been included for basic construction/services for both IDIQ and stand-alone contracts. Delete inapplicable clauses. **If an equipment rental is anticipated, additional requirements/clauses will need to be added. Refer to FAR clause matrix 52.301(LMV), FAR 7.4, AGAR 408.1103 and FSH 7103.03**
- 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.
- Enter **Reserved** instead of Renumbering Items when clauses/provisions are deleted.
- **Red Type indicates examples of what may need to be edited**—the wording provided is not mandatory unless it is a clause. Suggest changing text from red to black after making any edits.
- **Pink Type provides prescriptions for use of specific clauses/provisions** and needs to be deleted from final solicitation/contract document, regardless of whether or not the clause/provision is utilized in the document.
- Comments provide additional commentary or advice. **Remove comment instructions to CO when finalizing document.**
- Double check pagination once all clauses/provisions/comments are added/deleted to assure it makes sense.
- If a clause is not mandatory, you may exclude. Do not modify clauses without deviation authority.
- Page breaks were not included (except at the end of sections) because of the information the COR/CO needs 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 1	OF PAGES
2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY USDA Forest Service		CODE 67T0	8. ADDRESS OFFER TO (If other than Item 7) ATTN:		

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

SOLICITATION

9. Sealed offers in original and 1 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	
<input type="checkbox"/>	A	SOLICITATION/CONTRACT FORM		<input type="checkbox"/>	I	CONTRACT CLAUSES	
<input type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS				PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
<input type="checkbox"/>	C	DESCRIPTION/SPECS./WORK/STATEMENT		<input type="checkbox"/>	J	LIST OF ATTACHMENTS	
<input type="checkbox"/>	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS	
<input type="checkbox"/>	E	INSPECTION AND ACCEPTANCE		<input type="checkbox"/>	K	REPRESENTATIVES, CERTIFICATIONS AND	
<input type="checkbox"/>	F	DELIVERIES OR PERFORMANCE				OTHER STATEMENTS OF OFFERORS	
<input type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA		<input type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
<input type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS		<input type="checkbox"/>	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 %
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	CAGE CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)	
	DUNS:			
	Email:			
15B. TELEPHONE NO.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE
AREA CODE NUMBER EXT.				

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: <input type="checkbox"/> 10 U.S.C. 2304 (c) ; <input type="checkbox"/> 41 U.S.C. 142(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY 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 (Signature of Contracting Officer)		28. AWARD DATE	

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

**PART I – THE SCHEDULE
SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

B.1 GENERAL INFORMATION:

Proposals shall be valid for 60 days after the date of receipt for the solicitation. If additional time is needed, an extension must be requested in writing and may or may not be granted. In accordance with FAR 52.217-5, except when it is determined in accordance with FAR 17.206(b) not to be in the Government’s best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

The estimated price range for construction is: [Below \$30,000], [between \$30,000 and \$150,000], [between \$150,000.00 and _____].

Bid Bonds are not required for this project. [Neither a Payment nor Performance bond is required for this project. Only a Payment Bond to cover 100 % value of the construction items identified in this contract.]

[Both a Payment Bond and a Performance bond is required to cover 100 % value of the construction items identified in this contract.]

NOTE: BOND AMOUNT SHOULD BE BASED OFF OF THE TOTAL OF ALL CONSTRUCTION WORK ACTIVITIES AND NOT THE TOTAL PROPOSED PRICE

Payment for bond premiums shall not be in addition to the contract price. Include bond premiums under Bid Item 1 - Mobilization. Reference FAR 52.232-5 Payments under Fixed-Price Construction Contracts.

All Contractors must be actively registered in the System for Award Management (SAM) (<https://SAM.gov>) to be eligible for award under this solicitation. If not actively registered by time of proposal evaluations, you will not be considered for award. Registration in SAM is a free service – you do not need to pay to register in this system.

B.2 SCHEDULE OF ITEMS

B.2.1 MANDATORY WORK ACTIVITIES:

Contractor Name					
ITEM NO.	DESCRIPTION OF MANDATORY WORK ACTIVITIES	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
1				\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
Total All Mandatory Service Items					\$

B.2.2 OPTIONAL WORK ACTIVITIES:

Contractor Name					
ITEM NO.	DESCRIPTION OF OPTIONAL WORK ACTIVITIES	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
1				\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
Total All Optional Service Items					\$

B.2.3 TIMBER OR OTHER PRODUCTS 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: Mandatory Work and Option Work Activities and 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-2.1**, will be made in Stewardship Credits in lieu of cash, as defined in Section G. All Mandatory 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.**

SECTION C – DESCRIPTION/ SPECIFICATIONS/STATEMENT OF WORK

General Clauses and Provisions Pertaining To All Items

C.1 AGAR 452.211-3 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

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(s) contained in Section I of the contract.

Description of Property	Value	Quantity	Return/Consumable
• x			

C.6 Operating Plan and Schedule:

The Contractor will provide, as part of the technical proposal, a detailed timeline of when the contract requirements will be accomplished while conforming to the requirements within Section F.5. The operating plan should indicate the sequence of activities that will take place to accomplish the tasks described within the solicitation, Appendix A, Appendix B, Appendix C, and Appendix D including proposed start and completion dates. The operating plan and schedule should contain the following elements:

- A list of employees/personnel working on this contract identifying each by the Occupational Code/Job Title for the work as it applies to this contract under the applicable Service Contract Act and/or Davis-Bacon wage rate.
- All Subcontractors must also provide a list of all employees/personnel working on this contract identifying each by their Occupational Code/Job Title as it applies to this contract under the applicable Service Contract Act and/or Davis-Bacon wage rate.
- A proposed communication plan regarding findings, progress, information exchange, questions, and concerns of both parties.

Depending upon how the contractor proposes accomplishing the activities within the solicitation, the Operating Plan and Schedule may be developed by indicating when and how all work activities within individual units will be completed, when and how individual tasks will be completed, or a combination of when and how units or tasks will be completed. The contractor should be able to display through an operating plan and schedule that all of the contract activities will be accomplished in a timeline that will meet the contract requirements.

C.7 Sustainable Acquisition

The Contractor shall comply with the Agricultural Act of 2014; the Food, Conservation and Energy Act of 2008 (FCEA), 7 U.S.C. 8102; the Farm Security and Rural Investment Act of 2002 (FSRIA), 7 U.S.C. 8102; the Federal Acquisition Regulation; Executive Order (EO) 13514, “Federal Leadership in Environmental, Energy and Economic Performance,” dated October 5, 2009; EO 13423, “Strengthening Federal Environmental, Energy, and Transportation Management,” dated January 24, 2007; and Presidential Memorandum, “Driving Innovation and Creating Jobs in Rural America through Biobased and Sustainable Product Procurement,” dated February, 2012 to provide biobased products.

In compliance with FAR Part 23.4 through performance of this contract, the Contractor shall make maximum use of EPA designated and USDA designated biobased in accordance with FAR clause 52.223-2 Affirmative Procurement of Biobased Products under Service and Construction Contracts and 52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts

The Contractor shall utilize products and material made from biobased materials (e.g. biobased greases, biobased hydraulic fluids, biobased absorbents) to the maximum extent possible in the performance of this contract without jeopardizing the intended end use or detracting from the overall quality delivered to the end user. All supplies and materials shall be of a type and quality that conform to applicable Federal specifications and standards. Information about this requirement and a catalog of products are available at the BioPreferred Web Site.

The Contractor shall utilize products and material to the maximum extent possible in the performance of this contract from EPA’s list of designated products and the accompanying recommendations for post-consumer content and recovered materials content in the following eight categories: Construction products, Landscaping products, Nonpaper Office Products, Paper and Paper Products, Park and Recreation products, Transportation Products, Vehicular Products, and Miscellaneous Products.

Compliance with the USDA Biobased requirements requires Contractors to report the purchase of biobased products under service and construction contracts through the [System for Award Management \(https://SAM.gov\)](https://SAM.gov) and provide a copy of the report to the Contracting Officer.

7.1 Sustainable products identified for this solicitation:

The following is a list of categories for biopreferred products and EPA products that that may be used in the performance of this contract. The list is not all inclusive; the Contractor shall research for available products.

7.1.1 BioPreferredProducts:

a Diesel Fuel Additives

- (1) Any substance, other than one composed solely of carbon and/or hydrogen, that is intentionally added to diesel fuel (including any added to a motor vehicle's fuel system) and that is not intentionally removed prior to sale or use.
- (2) Neat biodiesel, also referred to as B100, when used as an additive. Diesel fuel additive does not mean neat biodiesel when used as a fuel or blended biodiesel fuel (e.g., B20). 90% - Minimum Biobased Content.

b Hydraulic Fluids - Mobile Equipment

Hydraulic fluids formulated for general use in nonstationary equipment, such as tractors, end loaders, or backhoes. 44% - Minimum Biobased Content.

c Penetrating Lubricants

Products formulated to provide light lubrication and corrosion resistance in close tolerant internal and external applications including frozen nuts and bolts, power tools, gears, valves, chains, and cables. 68% - Minimum Biobased Content.

d Greases - Truck

Lubricants composed of oils thickened to a semisolid or solid consistency using soaps, polymers or other solids, or other thickeners. Lubricants that are designed for use on the fifth wheel of tractor trailer trucks onto which the semi-trailer rests and pivots. 71% - Minimum Biobased Content.

e Gear Lubricants

Products, such as greases or oils, that are designed to reduce friction when applied to a toothed machine part (such as a wheel or cylinder) that meshes with another toothed part to transmit motion or to change speed or direction. 58% - Minimum Biobased Content.

f Fuel Conditioners

Products formulated to improve the performance and efficiency of engines by providing benefits such as removing accumulated deposits, increasing lubricity, removing moisture, increasing the cetane number, and/or preventing microbial growths within the fuel system. 64% - Minimum Biobased Content.

h Erosion Control

Woven or non-woven fiber materials manufactured for use on construction, demolition, or other sites to prevent wind or water erosion of loose earth surfaces, which may be combined with seed and/or fertilizer to promote growth. 77% - Minimum Biobased Content.

g 2-Cycle Engine Oils

Lubricants designed for use in 2-cycle engines to provide lubrication, decreased spark plug fouling, reduced deposit formation, and/or reduced engine wear. 34% - Minimum Biobased Content.

7.1.2 EPA Designated Products:

Plastic trash bags, printer ribbons, toner cartridges, print & writing papers, Traffic Barricades, Traffic Cones, Engine Coolants, Rebuilt Vehicular Parts, Re-refined lubricating oils, retread tires, manual grade strapping, signage, sorbents.

C.8 Definitions

Acceptable Quality Level: The allowable leeway or variance from a standard before the government will reject the specific service. As long as the percent of defective performance does not exceed the AQL, the service will not be rejected by the government. The contractor, however, must re-perform the defective service when possible.

Biobased Products: See Sustainable Acquisitions

Contracting Officer (CO): Individual with authority to bind the government with their signature on the contract.

Contracting Officer Representative (COR): Individual(s) designated to act on the behalf of the CO within the delegation given them in writing.

Period of performance (also Performance period or Contract time): All calendar days allowed for completion of contract work. Includes all days of the week including weekends and holidays.

Quality Assurance: Those actions taken by the government to check goods or services to determine that they meet the requirements of the Statement of Work (SOW).

Quality Assurance Surveillance Plan (QASP): An organized written document used for quality assurance surveillance. The document contains information about how the government will assess performance, checklists, and may contain decision tables.

Quality Control: Those actions taken by a contractor to control the production of goods or services so that they will meet the requirements of the Performance Work Statement. Refer to Inspection and Acceptance 52.246-4 or 52.246-12 and Contractors Quality Control Plan as described in Section E.

Quality Control Plan: Contractors plan for self-monitoring work prior to Government inspection and acceptance. See Section E.

Random Sampling: A method of looking at a few individual items in a lot to determine the quality of that lot against a standard.

(Acceptable) Service: A job performed to the standard and within the acceptable quality level. The contractor must do the specific job, and meet the standard, and meet the acceptable quality level before one can say that performance has been acceptable and that he/she should be paid.

Standard: An acknowledged measure of comparison.

Stewardship Contracting: An exchange of goods/products for services including construction.

Sustainable Acquisitions (FAR Part 23.4 – Use of recovered materials and biobased products)

- a. **Biobased Products:** Managed by the U.S. Department of Agriculture (USDA), the goal of the BioPreferred program is to increase the purchase and use of biobased products. The BioPreferred program was created by the [2002 Farm Bill](#) and reauthorized and expanded as part of the [Agricultural Act of 2014](#) (the 2014 Farm Bill). The program's purpose is to spur economic development, create new jobs and provide new markets for farm commodities. The increased development, purchase, and use of biobased products reduce our nation's reliance on petroleum, increase the use of renewable agricultural resources, and contribute to reducing adverse environmental and health impacts. **Information on biobased/biopreferred products can be found at the [BioPreferred Site](#)** . The Contractor shall comply with the clause at FAR 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts and the provision at FAR 52.223-1, Biobased Product Certification.
- b. **EPA-designated items:** Products that are or can be made with recovered material. The [Comprehensive Procurement Guideline \(CPG\) program](#) is part of EPA's continuing effort to promote the use of materials recovered from solid waste. Buying recycled-content products ensures that the materials collected in recycling programs will be used again in the manufacture of new products. The contractor shall comply with the clause at FAR 52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts.

C.8.1 Technical Definitions – See Appendices.

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-4 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.2.1 Quality Control Plan. The Contractor shall provide a general Quality Control Plan (QCP) with the technical proposal. The Contractor shall supplement the QCP within 7 days before start work based on items awarded to the Contractor and Government comments. The contractor shall conduct quality control inspections on all aspects of work. The field inspections shall be performed on each sub-item listed in each task order.

The general Quality Control Plan must demonstrate how the Contractor will assure quality meets the requirements and specifications of the contract. The Plan shall describe how quality will be monitored to assure the performance standards are met, the supervision of crew and work, and personnel that will be performing the quality control. Quality control shall include monitoring quality while work is in progress, residual tree care and other associated tasks, an unbiased sample of

- a) Thinning Sub-items.
1.

E.2.2 Contractor Quality Control Inspection At no time shall the contractor rely upon Government inspections to provide notification of unsatisfactory performance. The Contracting Officer may observe the Contractor's inspection at any time and shall otherwise have unlimited access to the inspection data. Inspection procedures must provide the following information:

E.2.2.1 Plot Inspections. Where the unit of measure is per acre, the Contractor shall maintain a plot system that provides an unbiased sample of ...

The plot system shall be consistent with method of work. The Contractor shall sample at least 1-percent of the unit, with a minimum of 5 plots per ____ acres unit.

- a) Plots shall be marked and identifiable on the ground, this includes plot numbers and visible flagging.
- b) The Contractor shall provide inspection sheets and a sketch map of the unit with plot locations to the Government. Inspection sheets shall be signed and dated by the person who conducted the inspection and shall certify that the inspection records are complete and accurate.

E.3 Acceptance of Services

The Contractor shall provide a written request for inspection and submit inspection sheets in accordance with the QCP. The Government will conduct an inspection and up to one re-inspection for each unit. If the contractor fails to meet the minimum AQL, the contractor shall rework the unit. Anytime more than two inspections are required per unit, the contractor may be assessed for additional inspections, which will include mileage and hourly rate of the COR. If follow-up inspections indicate that the minimum AQL was not met, the work will be deemed unsatisfactory and a deduction in payment may result (Section G-3.4). Acceptance may be made for all or portions of work.

E.4 Acceptance of Construction

Refer to FAR Clause 52.246-12 – ‘Inspection of Construction’ for information on Government acceptance of construction.

E.5 Government Quality Assurance Surveillance Plan

Quality assurance 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 Clause 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)

F.2 FAR 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 the date the Contractor receives the Notice to Proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than _____. The time stated for completion shall include final cleanup of the premises.

(End of Clause)

****OR****

F.2 FAR 52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984) Alternate I (APR 1984) *(Use Alternate I if completion date is expressed as a specific calendar date, computed on the basis of the Contractor receiving the Notice to Proceed by a certain date; See 11.404(b))

The Contractor shall be required to

- (a) commence work under this contract within _____ calendar days after the date the Contractor receives the notice to proceed,
- (b) prosecute the work diligently, and
- (c) complete the entire work ready for use not later than _____. The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by [Contracting Officer insert date]. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

(End of Clause)

F.2.1 Additional information for Issuance of Task Orders

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.

F.2.2 Estimated start work date.

It is estimated that work will begin as addressed in the task order. Actual date is negotiable based upon actual award date, prospective work and weather conditions.

See Section F.4 below for special contract time and performance restrictions concerning the performance of work on this contract. Additional restrictions on the Scheduling of Work for resource protection, etc. may be addressed in the Technical Specifications.

F.3 AGAR 452.211-5 Period of Performance (FEB 1988)

The effective period of this contract is from _____ through _____.

(End of Clause)

F.4 Special Contract Time and Performance Restrictions

The Contractor shall perform this contract according to the following restrictions. Additional performance restrictions may also be found in the Technical Specifications and/or on contract maps.

Contract Item or Area Description	Description of Restriction	
ALL CONTRACT AREAS	The Contractor shall not perform required road decommissioning services sooner than 18 months after Contracting Officer acceptance of slash piling, unless otherwise approved in writing by the Contracting Officer. This restriction is to allow the Government the opportunity to burn landing piles after they have cured.	
Cache Creek Trailhead	Access to Cache Creek Trailhead via Road 17442 shall remain open to the public between the dates of July 15 – December 1 (inclusive). (This is the access to Units 7 and 12)	
Owl Creek and Hyde Creek Fuels Reduction Units	May 1 st – July 15 th : Operations prohibited.	Dec. 1 st – June 15 th : Operations prohibited.
O’Neil Creek Culvert Removals	Culvert Removals in O’Neil Creek shall only be performed from July 15 th – September 1 st unless specifically authorized in advance, in writing, by the Contracting Officer. Note: The CO does not anticipate approving performance outside of the timeframe stated here.	

WO-CT5.13#

C5.13# – ROAD COMPLETION DATE. (7/01) Construction of Specified Roads shall be completed no later than 1/____ except for earlier construction completion dates for roads listed below:

Road Number	Road Name	Station		Completion Date
		From	To	
N/A				

Completion date is binding on party that constructs road. Contracting Officer shall modify the completion date in writing to conform to the approved progress schedule at the request of Contractor.

Forest Service shall in no way be responsible for any delay or damage caused by road contractor in performing the road construction except such delay as may be the fault or negligence of Forest Service.

F.5 Schedules and Reports

Contractor shall provide the following submittals as stated below unless otherwise mutually agreed upon. The Contractor shall update all submittals as needed, or as required by the CO, but in no case less than once per calendar year on a date specified by the Contracting Officer:

ITEM DESCRIPTION	SUMBITAL DUE	COPIES REQUIRED
<u>Proposed Operation Plan (Overall Schedule):</u> The Contractor shall prepare and submit two copies (or one electronic copy) of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the starting and completion dates of various phases of the work. The schedule shall comply with the contract time requirements in the contract (or Task Order), including, but not limited to Paragraphs F.2 and F.5. The schedule shall be provided in either 8.5'x11' or 11'x17' format.	With Proposal	2
<u>Schedule for Construction Items:</u> The Contractor shall comply with the requirements of FAR 52.236-15 – Schedules for Construction Contracts. (Paragraph I.2)	At prework Meeting	3
<u>Subcontractors:</u> 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.	With Proposal	2
<u>Traffic Control Plan.</u> The Contractor shall prepare and submit a Traffic Control Plan detailing conformance with OSHA requirements, MUTCD requirements, and all other contract requirements, including, but not limited to Paragraph H.10, "Traffic Control Plan" and the requirements included in the Appendices, if any.	10 days after issuance of Notice to Proceed	2
<u>Soil Erosion and Water Pollution Control Plan.</u> The Contractor shall prepare and submit an Erosion Control Plan detailing permanent and temporary control measures to minimize erosion and sedimentation during and after contract performance. Plan shall conform to all contract requirements, including but not limited to Paragraph H.6, "Erosion Prevention and Control", and the requirements in the Appendices, if any.	10 days after issuance of Notice to Proceed	2
<u>Safety Plan.</u> The Contractor shall comply with the requirements of FAR 52.236-13 – Accident Prevention, for all activities under this contract. (Paragraph I.2)	10 days after issuance of Notice to Proceed	1
<u>Quality Control Plan.</u> Submit original with proposal. Any updates need to be provided for approval to the CO. Refer to E.2	With Proposal	2
<u>Designation of Contractor personnel describing responsibilities and authorities</u>	At prework Meeting	2
<u>BioBased Report.</u> Submit annually. Refer Section C.7	October 31	

All schedules and reports shall be submitted to the Contracting Officer's Representative identified by the CO, unless the Contracting Officer directs the Contractor to submit any schedules or reports directly to the CO.

SECTION G – CONTRACT ADMINISTRATION DATA

General Clauses Pertaining To All Items

G. 1. Ordering Procedure - Issuance of Task Orders

Task Orders will be issued in accordance with FAR 52.216-18, FAR 52.216-19, FAR 52.216-22 and AGAR 452.216-73.

Warranted Contracting Officers are authorized to place task orders against this contract within their delegated warrant authority.

	Contracting Unit	Contracting Officer(s)
1.	(Name) Contracting Zone/Area/Province	Individual Name(s) or “All COs within the limits of their warrant.”
2.	(Name) National Forest	

Copies of all Task Orders and any modifications issued will be submitted to: _____. Task Order amounts will be tracked to ensure the ceiling amount of the contract is not exceeded.

The Task Order will address specific requirements of a project, schedule of items, specific supplemental specifications within the Scope of the Work, specific site locations, and may include seasonal limitations and resource protection requirements in addition to those listed in Section H. Task Orders:

- a) may be issued by facsimile or by electronic commerce methods. The Contracting Officer will email the “E-mail Request for Quotation”, Task Order supplemental specifications, and maps to the contractors.
- b) will be issued during the performance period of this contract.
- c) will be issued to those individuals awarded a contract under this program of work.
- d) will include the required due date, specific instructions for the submission for quotes, and other information deemed appropriate.
- e) will be competitive in nature. All contractors who are awarded a contract will be required to submit a quote on every task order. If a contractor cannot meet the “Desired Start Date” and the “Contract Completion Time” identified by number of calendar days referenced on the task order, an alternate schedule can be submitted by the contractor and will be considered for award.
- f) will generally allow 5 working days for contractors to prepare and submit quotes. However, more or less time may be necessary based on the requirements and will be stated in the task order. The Contractor is encouraged to visit the site. The Contractor will email their quote on the “E-mail Request for Quotation” response form to CO by due date and time indicated therein. If the emailed electronic .pdf versions of the Task Order maps are inadequate, larger maps can be provided to each contractor if pre-arranged.
- g) will be issued on a firm-fixed-price basis.

The following procedures will be utilized to provide awardees a fair opportunity in accordance with FAR Part 16.505(b). Method for selecting a contractor to award a task order will be in descending order as shown in “a” through “c” below for each task order exceeding the minimum order amount.

- a) Exceptions to the fair opportunity process as provided by FAR 16.505(b)(2). If a Fair Opportunity Exception applies, the task order quote request will be issued to one contractor.

Note: At certain times during the contracting period, there may be a need for the Forest Service to issue multiple Task Orders on or about the same date. If contractors' capacity capabilities indicate that they are currently performing at their individual capacity levels on this contract (determined through consultation with the contractors), the Contracting Officer may decide to forgo the customary procedures for re-competition and negotiate directly with one contractor.

- b) The Government will determine the best value based on price, timeframe, and past performance. Single or multiple awards may be made for individual task orders, as specified on the task order. The Contracting Officer selects contractor based upon the following:
 - 1. The contractor will be given the opportunity to quote on the individual task orders. Contractors cannot exceed the "maximum" price quoted as shown in their master contract awarded schedule. The Contractor may provide lower pricing than the "maximum price." The Task Order pricing should include all associated costs for requested work (you will now have a location and the actual work required for this task to price the work according to the needs of the task). Lower prices enhance the chances to be awarded a task order.
 - i. Failure to provide quotes on issued task orders will be considered under past performance. Failure to respond to three consecutive orders may result in contract termination.
 - 2. Alternate timeframes for each individual task order may be suggested by the Contractor (this allows you the flexibility to schedule your work to ensure you can meet task order timeframes). The Government may award at a higher price between the contractors if the alternate timeframe does not meet government's need.
 - 3. Past performance on earlier task orders under the resultant contract including quality and timeliness. This is a critical factor not only for each task order but also as consideration to exercise the option periods. Positive past performance will assure continued ability to receive task orders. Marginal or unsatisfactory performance may be factored in the award decision of individual task orders.
- c. The Contracting Officer will email the task order award document with confirming Task Order delivery time frame to successful Contractor and the COR.
- d. The Contracting Officer will notify unsuccessful contractors of the final award decision.

Ombudsman Description. In accordance with FAR 16.505(a)(8), no protest under FAR subpart 33.1 is authorized in connection with the issuance or proposed issuance of a Task Order under this contract, except for a protest on the grounds that a task order increases the scope, period, or maximum value of the contract. The Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered consistent with the procedures in the contract. Complaints to the USDA Forest Service Ombudsman must be forwarded to:

Assistant Director for Operations,
 Acquisition Management, Washington Office
 Rosslyn Plaza
 1621 N Kent Street, Plaza E, Suite 707
 Arlington, VA 22209
 Phone (703) 605-4665
 Facsimile (703) 605-5100

G.2 Measurement

All linear and area measurements under this contract are measured on a horizontal plane.

G.3 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 52.232-5 Payments under Fixed-Price Construction Contracts, 52.232-27 Prompt Payment for Construction Contracts, and 52.232-33 Payment by Electronic Funds Transfer – System for Award Management (Section I). Submit certification G.9 with all invoices.

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.

G.3.1 Payment Reductions for Service Items

G.3.1.1 Payments for tasks meeting stated minimum AQL or above

The Government expects to receive quality services. The minimum AQL is required to achieve a satisfactory performance rating. Full payment will be made for final work meeting at least identified AQL and above (As identified in Appendix A, Section VII.)

G.3.1.2 Payments for task with AQL between 1% and 10% below minimum AQL

The Government will determine if the task deliverable cannot or will not be reworked to achieve the minimum required AQL, in which case payment of 90% of the unit price will be applied to tasks falling between 1% and 10% below identified AQL.

Example - 90% AQL is achieved on task with 95% AQL requirement (5% below minimum AQL.) Unit price is \$10,000.00

$$10,000 \times 90\% = 9,000 \text{ price to be paid for unit.}$$

G.3.1.3 Payments for task with AQL between 11% and 20% below minimum AQL

If the task deliverable cannot or will not be reworked to achieve the minimum required AQL, payment of 90% of the unit price will be applied to tasks falling between 11% and 20% below identified AQL.

Example - 75% AQL is achieved on task with 95% AQL requirement (20% below minimum AQL.) Unit price is \$10,000.00

$$10,000 \times 90\% = 9,000 \times 75\% = \$6,750.00 \text{ price to be paid for unit.}$$

G.3.1.4 Payments for tasks with AQL below 21% minimum AQL

If the task deliverable cannot or will not be reworked to achieve the minimum required AQL, payment of 80% of the unit price times the actual AQL received will be made for AQL falling below 21% required AQL.

Example - 70% AQL is achieved on task with 95% AQL requirement (AQL is 25% below minimum AQL.) Unit price is \$10,000.00

$$10,000 \times 80\% = 8,000 \times 70\% = \$6,400.00 \text{ price to be paid for unit.}$$

G.3.2 Re-Inspection Costs for Service Items

If rework of task(s) is required, the Contractor will be assessed the costs incurred by the Government in performing such activities. One inspection will be authorized at no charge to the contractor for work that does not meet the AQL

The table below lists charge rates for Government re-inspection of work.

Activity	Charge rate
Government wages (per employee performing re-inspection)	\$50.00/hour
*Government mileage	\$0.575/mile

*Mileage reimbursement rate in effect January 1, 2016 is \$.54 per mile. Mileage rates change periodically and the most current mileage rates for assessed damages at the time will be used. Most current mileage rates can be found at the General Services Administration website [GSA Mileage](#).

G.3.3 Payments for Construction Items

Refer to FAR clause 52.232-5 'Payments under Fixed-Price Construction Contracts' for payment procedures related to construction work activities

G.3.3 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 invoice; and
- (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.

G.4 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.

G.5 Product Payment Guarantee and required deposits

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.

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.

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.6 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.7 Stewardship Credits

Stewardship Credits are credits that are earned and established when work listed in the **Schedule of Supplies/Services B.2.1 and B.2.2 (if applicable)** 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.2.3**. Unless otherwise indicated in the Schedules, credits will be earned based upon Actual Quantities accomplished and accepted.

G.8 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.2.3.

G.9 Contractor Certification

Contractor will submit certification with every invoice and monthly, as Stewardship Credits are established. The Contractor shall furnish the following certification indicating if for invoice, stewardship credit or both. Credit will not be received if certification is not submitted.

CONTRACTOR CERTIFICATION			
<input type="checkbox"/> - Invoice and/or <input type="checkbox"/> Stewardship Credit Earned			
		Page	of
Unit (Region, Forest, District)	Project:	Contract No.	
Name and Address of Contractor:	Invoice No.	Invoice Date:	
<p>I hereby certify, to the best of my knowledge and belief, that--</p> <p>(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;</p> <p>(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;</p> <p>(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</p> <p>(4) This certification is not to be construed as final acceptance of a subcontractor's performance.</p> <p style="text-align: center;">(Name)</p> <p style="text-align: center;">(Title)</p> <p style="text-align: center;">(Date)</p>			

G.10 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.11 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.12 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.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

General Clauses and Provisions Pertaining To All Items

H.1 AGAR 452.215-73 Post Award Conference (NOV 1996)

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.

(End of Clause)

H.2 FAR 52.236-4 Physical Data (APR 1984)

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. _____ [*insert a description of investigational methods used, such as surveys, auger borings, core borings, test pits, probings, test tunnels*].

(b) Weather conditions _____ [*insert a summary of weather records and warnings*].

(c) Transportation facilities _____ [*insert a summary of transportation facilities providing access from the site, including information about their availability and limitations*].

(d) _____ [*insert other pertinent information*].

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.

(End of clause)

H.3 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.

(End of Clause)

H.4 AGAR 452.237-74 Key Personnel (FEB 1988)

(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.

Information on key personnel qualifications are found in Section C.

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

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

(End of Clause)

H. 5 Employment of Eligible Workers

a) Labor standards for contracts involving H-2B workers or migrant and seasonal agricultural workers

1. General

This contract is subject to the Migrant and Seasonal Agricultural Worker Protection Act (MSPA), 29 United States Code (U.S.C) 1801-1872, and to the U.S. Department of Labor (DOL) regulations implementing MSPA 29 Code of Federal Regulations (CFR) Part 500. MSPA eliminates activities detrimental to migrant and seasonal agricultural workers, requires registration of Farm Labor Contractors, and ensures necessary protection for the workers. Information regarding MSPA can be found at <http://www.dol.gov/whd/mspa/index.htm>.

This contract is also subject to the H-2B program under 8 CFR Section 274A provisions of the Immigration and Nationality Act (INA) for the admission of nonimmigrants to the U.S. to perform temporary labor or services. A Temporary Employment Certification with the Office of Foreign Labor Certification (OFLC) in the Department of Labor Employment and Training Administration is required if hiring H-2B workers. For further information on the requirements of the H-2B program, visit OFLC's website at <http://www.foreignlaborcert.doleta.gov/> or Wage and Hour's website at <http://www.dol.gov/whd/immigration/H2BFinalRule/index.htm>.

Compliance with MSPA and the INA is a material condition of this contract. If the contractor employs any unauthorized worker(s) during the performance of this contract that violates section 274A of the INA, the Government may terminate the contract, in addition to other remedies or penalties prescribed by law.

2. Definitions

- a) **H-2B worker:** as used in this part means a nonimmigrant holding a visa authorizing the individual to legally work in the US to perform temporary labor or services. A worker with an H-2B visa (“H-2B worker”) may also be considered a migrant agricultural worker under MSPA depending on the type and nature of work performed.
- b) **Migrant Agricultural Worker and Seasonal Agricultural Worker:** as used in this part means individuals employed for agricultural (including forestry) work on a seasonal or temporary basis.
- i. A worker, moving 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.
 - ii. An overnight absence from the migrant workers permanent place of residence is required.
 - iii. Members of the contractor's immediate family are not considered migrant or seasonal workers. Immediate family includes:
 - Spouse
 - Children, stepchildren, or foster children
 - Parents, stepparents, or foster parents, or
 - Brothers and sisters
- c) **Farm Labor Contractor (FLC).** As used in this part means a person including an individual, partnership, association, joint stock company or a corporation, 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.

3. Registration Requirements

- a) Any contractor providing or hiring H-2B nonimmigrants for work under this contract shall provide a copy of their Temporary Employment Certificate. General information about the H-2B program can be found on Fact Sheet # 78 at <http://www.dol.gov/whd/regs/compliance/whdfs78.htm>. Contractors can apply for the certificate through the US DOL Employment & Training Administration’s on line iCERT Visa Portal System at <https://icert.doleta.gov/>.
- b) Any contractor who meets the definition in (2.iii.) above providing or hiring migrant or seasonal workers to perform agricultural or manual forestry work shall first obtain a Federal DOL Farm Labor Contractor Certificate of Registration (http://www.dol.gov/whd/forms/fts_wh530.htm). 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 perform any one or more of the activities defined as an FLC in paragraph (2.iii.) must have their own FLC Employee Certificate. General information about MSPA can be found on Fact Sheet #49 at DOL Wage and Hour Divisions webpage <http://www.dol.gov/whd/regs/compliance/whdfs49.htm>.

4. Certifications

The Contractor shall provide applicable H-2B Temporary Employment Certificate or Farm Labor Contractor Certificate as part of their representations, certifications, and acknowledgements. Subcontractor(s) meeting the definitions above shall follow the same requirements as the Prime Contractor. It is the Prime Contractor's responsibility to ensure the Subcontractor's information is provided to the Contracting Officer.

5. Worker Protections

a) Worker Information Posters

- i. A contractor who uses the H-2B program to meet its temporary employment needs must post and maintain the H-2B poster (WH-1505) in a conspicuous location accessible to workers at the job site.
- ii. The contractor shall display and maintain the MSPA poster (WH-1376) on the job site in a conspicuous location accessible to workers during the contract performance period.

b) Personal protective equipment

- i. 29 CFR Subpart I, OSHA's personal protective equipment (PPE) standard, which includes 29 CFR 1910.132, contains the general requirements for the provision of personal protective equipment and requires employers to perform a hazard assessment to select appropriate PPE for hazards that are present or likely to be present in the workplace. Specific requirements for PPE are also presented in many different OSHA standards, published in 29 CFR.
- ii. Before a worker begins operating equipment, the contractor shall train the workers on the safe operation and use of the equipment.
- iii. The contractor shall provide the appropriate personal protective equipment for the work required to be performed in the contract, wherever necessary by reason of hazards or processes encountered that may cause injury or impairment in the function of any part of the body. Except for foot protection, all PPE must be provided by the employer at no cost to the employee. Includes:
 - Head Protection
 - Hearing Protection
 - Eye/Face Protection
 - Leg Protection
 - Foot Protection
 - Hand Protection
- iv. PPE must be sanitary and in reliable condition. Do not use defective or damaged PPE. PPE must be inspected prior to use on each work shift to ensure it is in serviceable condition.
- v. A checklist of applicable PPE guidelines typical for the work performed under this contract is provided. This does not relieve the contractor of the responsibility of performing a risk assessment or providing the necessary PPE for their operations. Reference <https://www.osha.gov/SLTC/personalprotectiveequipment/index.html> or OSHA 3151-12R 2003 Personnel Protective Equipment Booklet.

(Contracting Officer – only include those applicable to your project.)

- **MSPA – Forestry Working Conditions Checklist**

- **Manual Logging activities:**
<https://www.osha.gov/SLTC/etools/logging/manual/logger/personal equip.html>
- **General Machine and Vehicles Logging activities:**
<https://www.osha.gov/SLTC/etools/logging/mechanical/machines.html>
- **Manual Tree Planting :**
- **Spraying:**
- **Firefighting:**

c) **Field Sanitation.** OSHA established minimum standards for field sanitation in covered agricultural settings. Refer to FACT Sheet # 51 Field Sanitation Standards under the Occupational Safety and Health Act.

6. **Employment Requirements** - Fact Sheets with relevant information may be found at <http://www.dol.gov/WHD/fact-sheets-index.htm>.

- a) Contractors employing workers in forestry related work are required to comply with wage and payroll standards and recordkeeping requirements. Refer to Fact Sheet #63: Application of Federal Labor Laws to Reforestation found on the DOL Wage and Hour Division webpage.
- b) **Contractor Employee List.** Contractors are required to provide/maintain an active list of all employees performing work on the job site under this contract. The Employee List will identify employees by full name (aliases), supervisory duties if applicable, and appropriate labor Occupation Code for work performed under the Service Contract Act Wage Rates applicable to this contract. If Subcontractors are utilized, all tiers of subcontractor(s) are responsible for providing the same information for their employees to the Prime for submittal to the Contracting Officer.

7. **Transportation**

- a) The contractor shall be registered to transport employees, unless employees provide their own transportation or carpool by their own arrangement in one of their own vehicles. Authorization for each vehicle that will be used to transport employees must appear on the contractor's certificate. If the contractor directs or requests employees to carpool, the registration requirement is applicable. Any driver, who transports workers for a fee or at the direction of the contractor, shall be registered as an FLC or an FLC employee.
- b) See Fact Sheet #50: Transportation Under MSPA, for more information about the vehicle safety standards, driver's licensing requirements, and vehicle insurance requirements. Note that separate transportation requirements may apply if there are H-2B workers.

8. **Housing**

- a) The authorization to furnish housing, other than commercial lodging-certified by a health authority or other appropriate agency, must appear on the contractor's certificate. Contractors should contact their local Wage and Hour Division of the DOL for further information on the requirements of the Act.
- b) **Camping Requirements.** The Forest Service (FS) has various camping opportunities. Check with local FS unit for camping requirements, camping permits may be required. Verify local fire restriction policies.

If camps will be used to house workers subject to MSPA, they are also subject to the temporary labor camp standards at 29 CFR 1910.142. The Forest Service reserves the right to terminate a

camping permit at any time. These requirements are in addition to those contained in or provided for under the clause titled "452.236-72 Use of Premises" in this contract. Any violation of these conditions constitutes a breach of contract and may result in revocation of camping approval.

- i. Every structure used as shelter must provide protection from the elements. Where adequate heat is not provided, make other arrangements to protect workers from the cold. Cut firewood only after a District Firewood Permit is obtained.
- ii. The campsite must not encroach beyond the boundaries designated by the Forest Service. The campsite location must minimize impacts on streams, lakes, and other bodies of water. Camping is not permitted within developed recreational sites or along primary recreational roads.
- iii. The campsite must have a clean appearance at all times. 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. Structures or improvements the contractor fails to remove within the 10 calendar day period becomes the property of the United States, however, the contractor remains liable for the cost of the removal and restoration of the site.
- iv. Unless otherwise designated by the CO, the use of the area is not exclusive and may be granted to other permittees, contractors, or recreating public. Disorderly conduct is not permitted.
- v. Damaging or removing any natural feature or other property of the Forest Service is prohibited.
- vi. Servicing of equipment in the campsite is not permissible unless the campsite is within the project area.
- vii. Provide sanitary facilities for storing food. Provide ice chests or coolers, with ice supply made from potable water, and replenish as necessary. Provide sufficient storage for perishable food items.
- viii. Provide an adequate and convenient potable water supply in each camp for drinking and cooking purposes.
- ix. Provide adequate toilet facilities and toilet paper for the capacity of the camp. Service and maintain facilities in a sanitary condition.
- x. Collect, store, and dispose of garbage in a manner to discourage rodent access, minimize attraction of flies, and prevent scattering by wind.
- xi. Maintain basic first aid supplies available, which must be under the charge of a person trained to administer first aid.

The basic supplies must include:

- Gauze pads (at least 4x4 inches)
- Two large gauze pads (at least 8x10 inches)
- Box adhesive bandages (band-aids)
- One package of gauze roller bandage (at least 2-inches in width)
- Two triangular bandages

- Scissors
 - At least one blanket
 - Tweezers
 - Adhesive tape
 - Latex gloves, and
 - Resuscitation device such as resuscitation bag, airway, or pocket mask.
- xii. Wash laundry in such a way that washing and rinsing will not pollute lakes, streams, or other flowing water.
- xiii. Dispose waste water away from living and eating areas and in such a way that minimizes pollution to lakes, streams, and other flowing water.
- xiv. The contractor shall take all reasonable precautions to prevent and suppress forest fires. Do not dispose of material by burning in open fires during the closed season established by law or regulation without the written permission from the Forest Service.
- xv. If authorized to have an open fire, the Contractor shall comply with the following fire regulations:
- A shovel, axe or Pulaski, a 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.
 - All fire rings or outside fireplaces must be approved by the Forest Service representative. The area must be cleared down to mineral soil for a distance of one foot outside of the ring or fireplace, and it must not have any overhanging material. Fire rings must be dismantled and material disposed prior to leaving the site.
 - All generators and other internal combustion engines must be equipped with Forest Service 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 described in the previous paragraph.
 - All fuel must be stored in UL approved flammable storage containers and be located at least 50 feet from any open flame or other source of ignition.

H.6 Safety

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.7 Requirements of Rights-of-Way

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.

The rights-of-way listed below indicate where Contractor is authorized to construct roads in accordance with this contract and/or use roads pursuant to H.8 Use of Roads by Contractor. All construction and/or use shall be subject to the terms of said documents (copies of which are available

at the Forest Supervisor's office) unless certain requirements are superseded or added to as set forth below for each right-of-way.

Map Road No.	Rights-of-Way List		Recording Data			
	Grantor	Grantee	Date	County	Volume	Page
777		USDA Forest Service		Meade	Book	
777.3A		USDA Forest Service		Pennington	Book	
777.3A		USDA Forest Service		Pennington	Book	

USE AGREEMENT BETWEEN FOREST SERVICE AND OWNER

Contractor is authorized to _____ subject to the terms and conditions of a _____ between Forest Service and _____.

H.8 Use of Roads by Contractor

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	
126	Brownie	NFSR 148	NFSR 126.1B	R	Hauling restricted to protect nesting raptors from April 1 through August 15
126.1B	Brownie Br. 1B	NFSR 126	NE Unit 34	R	Hauling restricted to protect nesting raptors from April 1 through August 15
EOR – End of Road FS/PVT – Forest Service/Private					

H.9 Road Maintenance

Contractor shall maintain roads, commensurate with Contractor’s use, in accordance with Road Maintenance Requirements and the Road Maintenance Specifications (Appendix C). 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.10 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.11 Use by Others

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.11.1 Closure to Use by Others

A. Closure of Roads During Period of Contract.

Unless otherwise agreed in writing between Contractor and Forest Service, Contractor shall within 15 days of receipt of notice from Forest Service, install gates listed below and close gates on roads designated "To Be Closed" on Contract Area Map and listed below to effectively block access behind such gates to vehicle traffic except that constituting official use. Installation of gates shall follow closure details attached hereto and made a part hereof.

Official vehicle traffic shall constitute that use by Contractor and his employees when engaged in timber sale activities. It shall also include administrative traffic by Forest Service, and other landowners for the administration of their lands. Contractor will close gates as directed by Forest Service at the completion of daily activities or close gates after passage of each vehicle. Forest Service will monitor and administer closure activities.

Gate Location(s)				
Road Number	Location	Gate Furnished By	Gate Installed By	In Place
777*	MP 0.03	Forest Service	Forest Service	Y

* Seasonal Closure from December 15 through May 15

B. Closure of Roads at End of Contractor's Use.

Unless otherwise agreed in writing between Contractor and Forest Service, upon completion of use, Contractor shall effectively close to public use the following roads designated "To Be Closed" on Contract Area Map and listed below. As an element of final road maintenance and environmental or resource protection, the designated closure shall be accomplished by using the methods required for each road as described below:

Installation of barricades, which may include earth berms, logs, timber, rock, metal railing, etc., in accordance with details attached hereto and made a part hereof, including the proper barricade and closure signing.

Scarify, seed, and fertilize these travel ways full width as described in RO-KT-GT.601# Erosion Control Seeding (Appendix B).

Recontour or reshape cut or fill slopes in accordance with details attached hereto and made a part hereof; seed, scarify, and fertilize as described under RO-KT-GT.601# Erosion Control Seeding (Appendix B); pull existing drainage structures; haul designated culverts to approved stockpile site, or other work needed to obliterate or put road to bed as described in attached road logs or details.

Construct cross ditches by cutting a dip at least six (6) inches deep in the road surface and mounding the excavated material along the downgrade edge of the dip. Dips shall be cut at a sufficient angle so that they will drain to the outside of the road. They shall cross the entire width of the roadbed and be constructed at the following spacing:

Percent Grade	Maximum Spacing
2	250'
5	135'
10	80'
15	60'
20	45'

Closure Location(s)				
Road Number	Location	Closure Method	Furnished By	In Place
414.4D	MP 0.01 & MP 0.1	Install rock barrier at MP 0.01 and construct earthen berm at MP 0.1	Contractor	Y

During the life of this contract, Contractor is authorized to install temporary barricades on the roads designated "To Be Closed." Gates with adequate and protected locks may be considered a temporary barricade. Temporary barricades shall be installed so that they may be readily opened by Contractor or Forest Service for access to Contract Area in case of fire or other emergency. Official vehicle traffic shall also include administrative traffic by Forest Service and other landowners for the administration of their lands. Contractor shall provide and post approved signs as authorized by Forest Service.

C. Contractor's Operations in areas otherwise closed to motorized vehicle.

During the period of closure specified in Section A, when Contractor's Operations are in areas otherwise closed to motorized vehicles, Contractor shall not be permitted to hunt, transport hunters, discharge firearms, or transport big game animals with vehicles within the closed areas.

H.12 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.

H.13 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.

H.14 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.

H.15 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.

(End of Clause)

H.16 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.17 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 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.

Label on Contract Area Map	Restrictions
ATP1	Wheeled or track laying equipment shall not be operated in areas identified. ATP boundaries have been marked with Orange paint and excluded from cutting unit boundaries.
ATP2	Wheeled or track laying equipment shall not be operated in areas identified, except on existing roads. ATP boundaries are shown on the Contract Area Map and lie outside of cutting unit boundaries.

Label on Contract Area Map	Restrictions
ATP3	Wheeled or track laying equipment shall not be operated in areas identified. NFSR 149.5B terminates prior to entering ATP3. The logging plan calls for a temporary road off of the termini of NFSR 149.5B and shall be located outside of the ATP boundary which will be staked.
ATP4	Wheeled or track laying equipment shall not be operated in areas identified. ATP boundaries are shown on the Contract Area Map and lie outside of cutting unit boundaries.

H.18 Protection of Residual Trees

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

H.19 Sanitation and Servicing

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.20 Prevention of Oil Spills

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.21 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.22 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.23 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.24 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 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.

Label on Contract Area Map	Restrictions
SMZ	The Streamside Management Zone (SMZ) is shown on the contract area map and designated on the ground with pink “Streamside Management Zone” flagging (south boundary) and NFSR 777 (north boundary). Equipment operations will be limited to crossings as agreed upon with the Forest Service. No landing piles will be allowed within the SMZ. Logs may be decked within the zone for later loading and hauling, in areas agreed upon with the Forest Service.

H.25 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.

H.26 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.

H.27 Contractor Performance Assessment Reporting System (FEB 2011) *(Reference FAR 42.15; AGAR 442.15; FSAR 4G42.1503 & AGAR Advisory 96 – Applicable for the following Contracts/Orders: Service and Supply Contract/Delivery Order >\$150,000; Construction Contract/Order >\$650,000)

(a) General. This contract is subject to Federal Acquisition Regulations (FAR), Agriculture Acquisition Regulations (AGAR), and Forest Service Acquisition Reference (FSAR) that require past performance evaluations to be completed and entered into the Contractor Performance Assessment Reporting System (CPARS).

(b) Contact Information. At the Prewrite Meeting, the name and email address of the Contractor Representative will be required.

(c) Assessment. Upon completion of the work associated with the contract/delivery orders (final), or at the end of the year mark(s) if the contract exceeds one year (interim), an evaluation will be initiated by the Contracting Officer in the CPARS system and the Contractor Representative will receive an auto-email from CPARS with instructions for completion of the evaluation.

Contractors are encouraged to take training and register in this program. Information can be found at:

- **Contractor Overview (1.5 hours). View Schedule** - This training will give the student an understanding of the Contractor Representative and Contractor Corporate Senior Management levels of access, the policies and regulations governing ACASS/CCASS and CPARS, and the electronic workflow with particular attention to the Contractor comment function.
- **Target Audience:** This session is specifically targeted to Contractor users who provide Past Performance Evaluation comments or who manage the ACASS/CCASS and CPARS process for their company.

Online course: [Contractor Performance Assessment Reporting System](#)

H.28 AGAR 452.236-78 Fire Suppression and Liability (MARCH 2016)

(a) **Contractor's Responsibility for Fire Fighting.** The Contractor, under the provisions of FAR clause 52.236-9, Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements, shall immediately extinguish all fires on the work site other than those fires in use as a part of the work. The Contractor may be held liable for all damages and for all costs incurred by the Government for labor, subsistence, equipment, supplies, and transportation deemed necessary to control or suppress a fire set or caused by the Contractor or the Contractor's agents or employees subject to the following fire classifications:

(b) **Fire Suppression Costs.** The Contractor's obligations for cost of fire suppression vary according to three classifications of fires as follows:

- (1) **Operations Fire.** An "operations fire" is a fire caused by the Contractor's operations other than a negligent fire. The Contractor agrees to reimburse Forest Service for such cost for each operations fire, subject to a maximum of the dollar amount of \$____. The cost of the Contractor's actions, supplies, and equipment on any such fire, or otherwise provided at the request of Forest Service, shall be credited toward such maximum. If the Contractor's actual cost exceeds contractor's obligation stated above, Forest Service shall reimburse the contractor for the excess.
- (2) **Negligent Fire.** A "negligent fire" is a fire caused by the negligence or fault of the Contractor's operations including, but not limited to, one caused by smoking by persons engaged in the Contractor's operations during the course of their employment, or during rest or lunch periods; or if the Contractor's failure to comply with requirements under this contract results in a fire starting, or permits a fire to spread. Damages and the cost of suppressing negligent fires shall be borne by the Contractor.
- (3) **Other Fires on Contract Area.** Forest Service shall pay the Contractor, at firefighting rates common in the area or at prior agreed rates, for equipment or personnel furnished by the Contractor at the request of Forest Service, on any fire on contract area other than an operations fire or a negligent fire.

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

- (d) **Contractor's Responsibility for Responding to Emergencies.** When directed by the Contracting Officer, the Contractor shall temporarily redirect employees and equipment from the work site for emergency work (anticipated to be restricted to firefighting). This is considered to be within the general scope of the contract. An equitable adjustment for any such redirection of employees and equipment will be made under the CHANGES clause, FAR 52.243-4.
- (e) **Performance by the Contractor.** Where the Contractor's employees, agents, contractors, subcontractors, or their employees or agents perform the Contractor's operations in connection with fire responsibilities, the Contractor's obligations shall be the same as if performance was by Contractor.
- (f) **State Law.** The Contractor shall not be relieved by the terms of this contract of any liability to the United States for fire suppression costs recovered in an action based on State law, except for such costs resulting from operations fires. Amounts due to the Contractor for firefighting expenditures on operations fires shall not be withheld pending settlement of any such claim or action based on State law.

(End of Clause)

H.29 Urgent Removal Extensions

Requests for urgent removal contract extensions under 36 CFR 223.53 should be submitted to the Contracting Officer. The Contracting Officer *may*, in accordance with 36 CFR 223.53, grant a contract extension via bilateral modification to the contract. The terms of the extension will be determined on a case by case basis in accordance with 36 CFR 223.53 and other Forest Service Guidance.

PART II - CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

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:

[FAR Clauses](#)
[AGAR Clauses](#)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

Pertaining To All Contract Items

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES		
Clause Number	Title	Date
52.202-1	Definitions	(Nov 2013)
52.203-3	Gratuities	(APR 1984)
52.203-5	Covenant Against Contingent Fees	(MAY 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government	(SEPT 2006)
52.203-7	Anti-Kickback Procedures	(MAY 2014)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(MAY 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(MAY 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	(OCT 2010)
52.203-13	Contractor Code of Business Ethics and Conduct <i>*(Use for contracts >\$5.5 Million)</i>	(OCT 2015)
52.203-14	Display of Hotline Posters <i>*(Use for contracts >\$5.5 Million)</i>	(OCT 2015)
52.203-16	Preventing Personal Conflicts of Interest <i>*(Use for contracts >SAT; see FAR 3.1106)</i>	(DEC 2011)
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	(Apr 2014)
52.204-4	Printed or Copied Double-Sided on Recycled Paper	(MAY 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	(OCT 2015)
52.204-12	Data Universal Numbering System Number Maintenance	(DEC 2012)
52.204-13	System for Award Management Maintenance	(JUL 2013)
52.204-14	Service Contract Reporting Requirements <i>*service/construction 2016 greater than \$500,000; Cost, TM, LH greater than \$150,000 – If IDIQ use 52.204-15</i>	(JAN 2014)
OR 52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts. <i>* where one or more orders issued thereunder are expected to each meet or exceed same thresholds for 52.204-14</i>	(JAN 2014)
52.204-18	Commercial and Government Entity Code Maintenance	(JUL 2015)
52.204-19	Incorporation by Reference of Representations and Certifications	(DEC 2014)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES		
Clause Number	Title	Date
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment*(Use for contracts >\$35K)	(OCT 2015)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	(JUL 2013)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations *update in November 2015	(DEC 2014) (NOV 2015)
52.210-1	Market Research *(Use for contracts >\$5 million; see FAR 10.003)	(APR 2011)
52.211-18	Variation in Estimated Quantity*(If applicable; see FAR 11.703(c))	(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 *(If applicable; see FAR 17.109(a))	(OCT 1997)
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns*(If applicable; Use only if full and open competition is used; see FAR 19.1309(b))(If deleting this clause, delete provision in Section K also. Clause may be included in full text in Section I at CO option – choose either this referenced clause or the full text clause for inclusion but not both.)	(OCT 2014)
52.219-8	Utilization of Small Business Concerns	(OCT 2014)
52.219-9	Small Business Subcontracting Plan *(Applicable over \$650,000./\$700,000 Use Alternate II if the plan is to be submitted with the proposal; See FAR 19.708(b))	(OCT 2015)
52.219-14	Limitations on Subcontracting*(Applicable on set-asides or partial set-asides. Does not apply to full and open)	(NOV 2011)
52.219-16	Liquidated Damages --Subcontracting Plan	(JAN 1999)
52.219-28	Post-Award Small Business Program Representation	(JUL 2013)
52.222-3	Convict Labor	(JUN 2003)
52.222-4	Contract Work Hours and Safety Standards -- Overtime Compensation	(MAY 2014)
52.222-21	Prohibition of Segregated Facilities	(APR 2015)
52.222-26	Equal Opportunity	(APR 2015)
52.222-35	Equal Opportunity for Veterans (over \$150,000)	(OCT 2015)
52.222-36	Affirmative Action for Workers with Disabilities	(JUL 2014)
52.222-37	Employment Reports on Veterans(over \$150,000)	(OCT 2015)
52.222-40	Notification of Employee Rights under the National Labor Relations Act	(DEC 2010)
52.222-50	Combating Trafficking in Persons	(MAR 2015)
52.222-54	Employment Eligibility Verification (Over \$3,500)	(OCT 2015)
52.223-2	Affirmative Procurement of Biobased Products under Service and Construction Contracts	(SEP 2013)
52.223-5	Pollution Prevention and Right-to-Know Information*(If applicable; Use when performance is, in whole or in part, on a federal facility; see FAR 23.1005)	(MAY 2011)
52.223-6	Drug-Free Workplace	(MAY 2001)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES		
Clause Number	Title	Date
52.223-15	Energy Efficiency in Energy-Consuming Products	(DEC 2007)
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	(MAY 2008)
52.223-18	Encouraging Contractor Policies 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)
52.228-5	Insurance—Work on a Government Installation*(If applicable; work is performed on a Gov't installation; see FAR 28.310)	(JAN 1997)
52.229-3	Federal, State, and Local Taxes*(If applicable; See 29.401-3)	(FEB 2013)
52.229-4	Federal, State, and Local Taxes (State and Local Adjustments) *(If applicable See 29.401-3)	(FEB 2013)
52.232-17	Interest	(MAY 2014)
52.232-18	Availability of Funds*(If applicable; Use if funds are chargeable to new fiscal year and are not yet available; see FAR 32.706-1(a))	(APR 1984)
52.232-23	Assignment of Claims	(MAY 2014)
52.232-27	Prompt Payment for Construction Contracts	(May 2014)
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration	(JUL 2013)
52.232-39	Unenforceability of Unauthorized Obligations	(JUN 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	(DEC 2013)
52.233-1	Disputes	(MAY 2014)
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*A1	Accident Prevention, Alternate I	(NOV 1991)
52.242-13	Bankruptcy	(JUL 1995)
52.243-4	Changes	(JUN 2007)
52.244-6	Subcontracts for Commercial Items	(OCT 2015)
52.245-1	Government Property*(If applicable; Use when GFP is provided and contract is CR, T&M, LH, or FFP; see FAR 45.107(a))	(APR 2012)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES		
Clause Number	Title	Date
OR	Alternate I *(If applicable; see FAR 45.107(a)(2))	(APR 2012)
52.245-9	Use and Charges*(If applicable & 52.245-1 is used; see FAR 45.107(c))	(APR 2012)
52.253-1	Computer Generated Forms	(JAN 1991)
<i>Pertaining to Service Contract Items Only</i>		
52.222-41	Service Contract Labor Standards	(MAY 2014)
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts)	(MAY 2014)
OR 52.222-44	Fair Labor Standards Act and Service Contract Act—Price Adjustment	(MAY 2014)
52.232-11	Extras	(APR 1984)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	(APR 1984)
52.243-1	Changes – Fixed Price ALT I	(AUG 1987) (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)	SEP 1996)
52.249-8	Default (Fixed-Price Supply and Service)	(APR 1984)
<i>Pertaining to Construction Items Only</i>		
52.222-6	Construction Wage Rate Requirements	(MAY 2014)
52.222-7	Withholding of Funds	(MAY 2014)
52.222-8	Payrolls and Basic Records	(MAY 2014)
52.222-9	Apprentices and Trainees	(JULY 2005)
52.222-10	Compliance with Copeland Act Requirements	(FEB 1988)
52.222-11	Subcontracts (Labor Standards)	(MAY 2014)
52.222-12	Contract Termination - Debarment	(MAY 2014)
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	(MAY 2014)
52.222-14	Disputes Concerning Labor Standards	(FEB 1988)
52.222-15	Certification of Eligibility	(MAY 2014)
52.222-27	Affirmative Action Compliance Requirements for Construction	(APRIL 2015)
52.222-32	Construction Wage Rate Requirements – Price Adjustment (Actual Method)*(If applicable; Use in fixed-price construction contracts with option years; see FAR 22.407(g) & 22.404-12(c)(4))	(MAY 2014)
52.227-4	Patent Indemnity -- Construction Contracts	(DEC 2007)
52.228-2	Additional Bond Security	(OCT 1997)
52.228-11	Pledges of Assets	(JAN 2012)
52.228-12	Prospective Subcontractor Requests for Bonds*(When payment bond is required; see FAR 28.106-4(b))	(MAY 2014)
52.228-14	Irrevocable Letter of Credit*(Use when payment, performance, or alternate payment protection is required; see FAR 28.204-4)	(NOV 2014)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES		
Clause Number	Title	Date
52.228-15	Performance and Payment Bonds – Construction*(If applicable; Use when construction is greater than \$150,000; see FAR 28.102-3(a))	(OCT 2010)
52.232-5	Payments under Fixed-Price Construction Contracts	(MAY 2014)
52.232-27	Prompt Payment for Construction Contracts	(MAY 2014)
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 (\$70K)	(OCT 2015)
OR 52.248-3	Value Engineering – Construction Alternate I *(If applicable; see FAR 48.202)	(OCT 2010) (APR 1984)
52.249-1	Termination for Convenience of the Government (Fixed-Price)(Short Form) *(Under \$150,000; see FAR 49.502(a)(1))	(APR 1984)
OR 52.249-2 *A1	Termination for Convenience of the Government (Fixed-Price)Alternate I*(Over \$150,000; see FAR 49.502(b)(1)(ii))	(APR 2012) (SEPT 1996)
OR 52.249-2	Termination for Convenience of the Government (Fixed-Price) Alternate III *(Over \$150,000; if contract with Agency of U.S. Gov't or State or local Gov't; see FAR 49.502(b)(1)(iii))	(APR 2012) (SEP 1996)
52.248-3	Value Engineering – Construction	(OCT 2010)
52.249-10	Default (Fixed-Price Construction)	(APR 1984)
52.251-1	Government Supply Sources *(When CO authorizes Contactor to acquire supplies or services from Government supply sources; see FAR 51.107)	(APR 2012)
52.252-1	Solicitation Provisions Incorporated by Reference	Feb 1998)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

AGRICULTURE ACQUISITION REGULATION (AGAR) (48 CFR CHAPTER 4) CLAUSES		
Clause Number	Title	Date
Pertaining To All Contract Items		
452.236-71	Prohibition Against the Use of Lead-Paint*(If applicable; see AGAR 436.571)	(Nov 1996)
452.236-73	Archeological or Historic Sites*(If applicable; see AGAR 436.573)	(FEB 1988)
452.236-74	Control of Erosion, Sedimentation and Pollution*(If applicable; see AGAR 436.574)	(NOV 1996)
452.237-70	Loss, Damage, Destruction or Repair	(FEB 1988)
452.237-75	Restrictions Against Disclosure	(FEB 1988)

**FULL TEXT CLAUSES
Pertains to IDIQ Contracts**

FAR 52.216-18 Ordering (OCT 1995) *(Use if task orders are required to order services; see FAR 16.506(a))

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from _____ through _____ *[insert dates]*.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

FAR 52.216-19 Order Limitations (OCT 1995) *(If applicable; see FAR 16.506(b))

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than _____ *[insert dollar figure or quantity]*, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for a single item in excess of _____ *[insert dollar figure or quantity]*;

(2) Any order for a combination of items in excess of _____ *[insert dollar figure or quantity]*; or

(3) A series of orders from the same ordering office within _____ days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection [52.216-21](#) of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within _____ days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

FAR 52.216-20 Definite Quantity (OCT 1995) *(If applicable; see FAR 16.506(c))

- (a) This is a definite-quantity, indefinite-delivery contract for the supplies or services specified, and effective for the period stated, in the Schedule.
- (b) The Government shall order the quantity of supplies or services specified in the Schedule, and the Contractor shall furnish them when ordered. Delivery or performance shall be at locations designated in orders issued in accordance with the Ordering clause and the Schedule.
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that time shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after _____ [insert date].

(End of clause)

FAR 52.216-21 Requirements (OCT 1995) *(If applicable; see FAR 16.506(d))

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after _____ [insert date].

(End of clause)

****OR****

FAR 52.216-21 Requirements (OCT 1995) Alternate II (APR 1984) *(If applicable; subsistence/brand name; see FAR 16.506(d)) Add:

(g) The requirements referred to in this contract are for items to be manufactured according to Government specifications. Notwithstanding anything to the contrary stated in the contract, the Government may acquire similar products by brand name from other sources for resale.

(End of clause)

****OR****

FAR 52.216-21 Requirements (OCT 1995) Alternate III (OCT 1995) *(If applicable; partial set-aside; see FAR 16.506(d)(4)) Substitute the following:

(c) The Government's requirements for each item or subitem of supplies or services described in the Schedule are being purchased through one non-set-aside contract and one set-aside contract. Therefore, the Government shall order from each Contractor approximately one-half of the total supplies or services specified in the Schedule that are required to be purchased by the specified Government activity or activities. The Government may choose between the set-aside Contractor and the non-set-aside Contractor in placing any particular order. However, the Government shall allocate successive orders, in accordance with its delivery requirements, to maintain as close a ratio as is reasonably practicable between the total quantities ordered from the two Contractors.

(End of clause)

****OR****

FAR 52.216-21 Requirements (OCT 1995) Alternate IV (OCT 1995) *(If applicable; subsistence & set-aside; see FAR 16.505 (d)(5)) Substitute the following paragraphs:

(c) The Government's requirements for each item or subitem of supplies or services described in the Schedule are being purchased through one non-set-aside contract and one set-aside contract. Therefore, the Government shall order from each Contractor approximately one-half of the total supplies or services specified in the Schedule that are required to be purchased by the specified Government activity or activities. The Government may choose between the set-aside Contractor and the non-set-aside Contractor in placing any particular order. However, the Government shall allocate successive orders, in accordance with its delivery requirements, to maintain as close a ratio as is reasonably practicable between the total quantities ordered from the two Contractors.

(g) The requirements referred to in this contract are for items to be manufactured according to the Government specifications. Notwithstanding anything to the contrary stated in the contract, the Government may acquire similar products by brand name from other sources for resale.

(End of clause)

FAR 52.216-22 Indefinite Quantity (OCT 1995) *(If applicable; see FAR 16.506(e))

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after * _____.

(End of clause)

PERTAINING TO ALL CONTRACT ITEMS

FAR 52.217-7 Option for Increased Quantity - Separately Priced Line Item (MAR 1989) *(If applicable; see FAR 17.208(e))

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within * _____. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000) *If applicable; see FAR 17.208(g)

- (a) The Government may extend the term of this contract by written notice to the Contractor within * _____; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed * _____.

(End of clause)

FAR 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) *(If applicable; use with full & open competition only; do not use if small business, Hubzone, or 8(a) set-aside; see FAR 19.1309(b)) (If deleting this clause, delete provision in Section K also. Clause is also included in

Section I as referenced clause at CO option – choose either this full text clause or the referenced clause for inclusion but not both.)

- (a) *Definitions.* See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).
- (b) *Evaluation preference.*
- (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—
 - (i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and
 - (ii) Otherwise successful offers from small business concerns.
 - (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
 - (3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.
- (c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.
- Offeror elects to waive the evaluation preference.
- (d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for
- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
 - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
 - (3) *General construction.*
 - (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;
 - (ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;
 - (iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) *Construction by special trade contractors.*

- (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;
- (ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;
- (iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f) (1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) *Notice.* The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

FAR 52.222-55 Minimum Wages Under Executive Order 13658 (DEC 2015)

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

"United States" means the 50 states and the District of Columbia.

"Worker"—

(1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and—

- (i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) *Executive Order Minimum Wage rate.*

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site) and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)

(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c)

(1) This clause applies to workers as defined in paragraph (a). As provided in that definition--

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to--

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards

statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to--

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) *Notice.* The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records.*

(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access.* The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding.* The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes.* Department of Labor has set forth in 29 CFR 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation.* The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance.* The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

FAR 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEPT 2013) *(See FAR 23.406(b))

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

- (ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.
- (b) Information about this requirement and these products is available at [BioPreferred Site](#).
- (c) In the performance of this contract, the Contractor shall—
 - (1) Report to [System for Award Management](#), with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and
 - (2) Submit this report no later than—
 - (i) October 31 of each year during contract performance; and
 - (ii) At the end of contract performance.

(End of clause)

FAR 52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984) *(If applicable; see FAR 32.706-1(b))

Funds are not presently available for performance under this contract beyond * _____. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond * _____, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)

- (a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.
- (b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.
- (c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

AGAR 452.209-71 Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (FEB 2012) Alternate I (FEB 2012)

- (a) This award is subject to the provisions contained in sections 433 and 434 of the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, as amended and/or subsequently enacted, regarding

corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it –

(1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarment official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, the Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 433 or 434, amended and/or subsequently enacted.

(End of clause)

PERTAINING TO SERVICE ONLY

52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 2014)

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

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

Employee Class	Monetary Wage	Fringe Benefits*

***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.

(End of clause)

FAR 52.246-20 Warranty of Services (MAY 2001) (Applicable only to service items)

(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.

(End of clause)

PERTAINING TO CONSTRUCTION ONLY**FAR 52.219-10 Incentive Subcontracting Program (OCT 2014) *(If applicable; >\$1.5 million for constructions; see FAR 19.708(c)(1))**

(a) Of the total dollars it plans to spend under subcontracts, the Contractor has committed itself in its subcontracting plan to try to award certain percentages to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, respectively.

(b) If the Contractor exceeds its subcontracting goals for small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in performing this contract, it will receive * _____ [*Contracting Officer to insert the appropriate number between 0 and 10*] percent of the dollars in excess of each goal in the plan, unless the Contracting Officer determines that the excess was not due to the Contractor's efforts (*e.g., a subcontractor cost overrun caused the actual subcontract amount to exceed that estimated in the subcontracting plan, or the award of subcontracts that had been planned but had not been disclosed in the subcontracting plan during contract negotiations*). Determinations made under this paragraph are unilateral decisions made solely at the discretion of the Government.

(c) If this is a cost-plus-fixed-fee contract, the sum of the fixed fee and the incentive fee earned under this contract may not exceed the limitations in 15.404-4 of the Federal Acquisition Regulation.

(End of clause)

FAR 52.222-31 Construction Wage Rate Requirements--Price Adjustment (Percentage Method) (MAY 2014) *(Use in fixed-price construction contracts with option years; see FAR 22.407(f) & 22.404-12(c)(3))

(a) The wage determination issued under the Construction Wage Rate Requirements statute by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, that is effective for an option to extend the term of the contract, will apply to that option period.

(b) The Contracting Officer will adjust the portion of the contract price or contract unit price(s) containing the labor costs subject to the Construction Wage Rate Requirements statute to provide for an increase in wages and fringe benefits at the exercise of each option to extend the term of the contract in accordance with the following procedures:

(1) The Contracting Officer has determined that the portion of the contract price or contract unit price(s) containing the labor costs subject to the Construction Wage Rate Requirements statute is _____ [*Contracting Officer insert percentage rate*].

(2) The Contracting Officer will increase the portion of the contract price or contract unit price(s) containing the labor costs subject to the Construction Wage Rate Requirements statute by the percentage rate published in _____ [*Contracting Officer insert publication*].

(c) The Contracting Officer will make the price adjustment at the exercise of each option to extend the term of the contract. This adjustment is the only adjustment that the Contracting Officer will make to cover any increases in wages and benefits as a result of –

(1) Incorporation of the Department of Labor’s wage determination applicable at the exercise of the option to extend the term of the contract;

(2) Incorporation of a wage determination otherwise applied to the contract by operation of law; or

(3) An increase in wages and benefits resulting from any other requirement applicable to workers subject to the Construction Wage Rate Requirements statute.

(End of clause)

FAR 52.225-9 Buy American--Construction Materials (MAY 2014)

(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 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Component" means any article, material, or supply incorporated directly into construction materials.

"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, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means--

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) *Domestic preference.*

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

* _____ [Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that--

- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
- (ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American statute.*

(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 statute 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 statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(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			
<u>Construction Material Description</u>	<u>Unit of Measure</u>	<u>Quantity</u>	<u>Price (Dollars)*</u>
<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).]

(End of clause)

FAR 52.228-13 Alternative Payment Protections (JULY 2000) *(If applicable; >\$30,000 but <\$150,000; see FAR 28.102-3(b))

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

- (1) Payment Bond (SF-25A)
- (2) Irrevocable Letter of Credit
- (3) Money orders, drafts, cashier’s check, or certified check.

(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 10 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.

(End of clause)

52.236-1 Performance of Work by the Contractor (APR 1984)

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.

(End of clause)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

AGAR 452.228-70 Alternative Forms of Security (NOV 1996) **(If bonding is required; see AGAR 428.204-2)*

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

(End of clause)

AGAR 452.228-71 Insurance Coverage (NOV 1996) **(Use if 52.228-5 used; see FAR 28.310 & AGAR 428.310)*

Pursuant to FAR clause 52.228-5, Insurance-Work on a Government Installation, the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

- (a) *Workers Compensation and Employer's Liability.* The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.
- (b) *General Liability.* The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- (c) *Automobile Liability.* The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage or loss.
- (d) *Aircraft Public and Passenger Liability.* When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least

\$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger injury. Coverage for passenger injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of clause)

****OR** AGAR 452.228-71 Insurance Coverage (NOV 1996) Alternate I (NOV 1996) *(Use if 52.228-5 is used, and if Contractor is to provide property damage coverage)**

Pursuant to FAR clause 52.228-5, Insurance-Work on a Government Installation, the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

(a) *Workers Compensation and Employer's Liability.* The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(b) *General Liability.*

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

(2) The Contractor shall have property damage liability insurance shall be required in the amount of * _____ per occurrence. *(CO shall insert amount required)

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

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

(End of clause)

AGAR 452.232-1 Reimbursement for Bond Premiums--Fixed-Price Construction Contracts (NOV 1996) *(If applicable; see AGAR 432.111)

The Contract Price includes the total amount for premiums that the Contractor attributes to the furnishing of performance and payment bonds required by the contract. Reimbursement for bond premiums under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, shall not cover any amount therefore not included in the contract price.

(End of clause)

**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J - LIST OF ATTACHMENTS**

J.1 List of Attachments

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

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

List if more than one map is included.

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 FAR 52.204-8 Annual Representations and Certifications (DEC 2014)**

(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 provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM 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 SAM 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 provision at 52.204-7, System for Award Management.

(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.
- (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 bid 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 Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American - Free Trade Agreements - Israeli Trade Act Certificate. (Basic, Alternates I, II, and III). 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 \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III 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 Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher education institutions.

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

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(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 Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.

(iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards 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 SAM website accessed through [Federal Acquisition Regulation Site](#). After reviewing the SAM 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 SAM.

(End of provision)

K.2 FAR 52.209-7 Information Regarding Responsibility Matters (JUL 2013)

***(Applicable when resultant contract is expected to exceed \$500,000; See FAR 9.104-7(b))**

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror has does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via [Federal Acquisition Website](#) (see 52.204-7).

(End of provision)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

K.3 AGAR 452.209-70 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction (Deviation 2012-01) (FEB 2012) Alternate I (FEB 2012)

(a) Awards made under this solicitation are subject to the provisions contained in sections 433 and 434 in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, as amended and/or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all Offerors must complete paragraph (1) of this representation, and all corporate Offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that –

(1) The Offeror is , is not (*check one*) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

If the Offeror checked “is” above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked “is not” above, Offeror may leave the remainder of the representation blank.

(2) (i) The Offeror has , has not (*check one*) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.

(ii) Offeror has , has not (*check one*) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal law in the 24 months preceding the date of offer.

(3) The Offeror does , does not (*check one*) have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)

K.4 WORKFORCE CERTIFICATION: (Certification to be submitted with response.)

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

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

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

- Company certifies it will not be utilizing H2B Workers under any resulting contract of this solicitation.
- Company will be utilizing H2B Workers (under any resulting contract of this solicitation. Provide a copy of Temporary Employment Certificate.)

MSPA Workers: (<http://www.dol.gov/whd/mspa/>)

- Company certifies it will not be utilizing MSPA workers under any resulting contract of this solicitation.
- Certifies has valid FLC certificate of registration. (**Attach a copy of current certification.**)

Authorization includes:

- Transporting workers
- Housing workers

Company has applied for certificate of registration on _____

Contractors not currently having obtained a certificate (for each partner, if partnership) will be requested to furnish proof of having obtained a certificate prior to award of contract. Partnerships must furnish proof of registration of their assumed business name, if any, with the State of registration.

State of _____ No. _____

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

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

(Signature)	(Date)
(Printed Name)	(Title)

K.5 State Licensing Requirements Include if there are specific requirements

K.6 LOCAL CONTRACTOR CERTIFICATION (APR 2010) **Use in accordance with letter 6300/1580 Consideration for Local Contractors in Evaluating Proposals dated July 7, 2014 and FSH 2409.19 Chapter 61.13.

- (a) The offeror is / is not a local contractor who is from, and who provides employment and training for, dislocated and displaced workers in an economically disadvantaged rural community, including those historically timber-dependent areas that have been affected by reduced timber harvesting on Federal lands and other forest-dependent rural communities isolated from significant alternative employment opportunities, as contemplated by Section 2374 of Public Law 101-624, "The Principal Laws Relating to USDA Forest Service and Private Forestry Programs." As amended, "The Act"
- (b) The purpose of this acquisition is / is not for forest hazardous fuels reduction, watershed or water quality monitoring or restoration, wildlife or fish population monitoring, or habitat restoration or management.
- (c) The offeror does / does not request consideration in the evaluation of bids or proposals for this acquisition pursuant to the Act.

(End of provision)

K.7 EMPLOYMENT CERTIFICATION (Certification to be submitted with quote.)

The offeror/quoter represents and certifies that--

- (a) The firm/individual is, is not a current Federal Government employee.
- (b) The firm is, is not substantially owned or controlled by a Government employee or retiree. (FAR Part 3.6)
- (c) The firm/individual is, is not a former USDA EMPLOYEE.
- (d) The firm/individual is, is not a retired USDA employee.
If retired, give date of retirement _____.
- (e) The firm/individual is, is not related to a current Forest Service employee on any forest service units within the Rocky Mountain Region.
If so, list employee's name and location. _____

I, on behalf of said Company, certify the above information is factual.

<input type="checkbox"/>	<input type="checkbox"/>
(Signature)	(Date)
<input type="checkbox"/>	<input type="checkbox"/>
(Printed Name)	(Title)

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 CONSIDERATION FOR LOCAL CONTRACTORS (APR 2010) **Use in accordance with letter 6300/1580 Consideration for Local Contractors in Evaluating Proposals dated July 7, 2014 and FSH 2409.19 Chapter 61.13.

(a) If this solicitation indicates that the selection decision will be made considering only price and price-related factors, and if any offeror qualifies for and requests consideration in the evaluation of bids or proposals pursuant to Section 2374 of Public Law 101-624, "The Principal Laws Relating to USDA Forest Service and Private Forestry Programs." as amended "the Act", the contracting officer will evaluate bids or proposals by adding a factor of ___ [contracting officer insert the percentage from 10 to 25] percent to the price of all bids or proposals that do not qualify for and request such consideration.

(b) If this solicitation indicates that the selection decision will be made using a trade-off process of both price and non-price factors, and if any offeror qualifies for and requests consideration in the evaluation of proposals pursuant to Section 2374 of the Act, the contracting officer will evaluate proposals by adding a factor of ___ [contracting officer insert the percentage from 20 to 40] percent to the price of all proposals that do not qualify for and request such consideration.

(End of provision)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS		
Provision Number	Title	Date
52.204-7	System for Award Management	(JUL 2013)
52.204-16	Commercial and Government Entity Code Reporting	(JUL 2015)
52.215-1	Instructions to Offerors—Competitive Acquisition Alternate II	(JAN 2004) (OCT 1997)
52.216-27	Single or Multiple Awards*(If applicable; see FAR 16.506(f))	(OCT 1995)
52.236-28	Preparation of Proposals—Construction	(Oct 1997)
53.237-1	Site Visit	(APR 1984)

FAR 52.215-5 Facsimile Proposals (OCT 1997) *(Use if you will accept facsimile 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.

FAR 52.216-1 Type of Contract (APR 1984)

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

(End of Provision)

FAR 52.222-5 Construction Wage Rate Requirements—Secondary Site of the Work (MAY 2014)

(a) (1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b) (1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror’s request for a wage determination for a secondary site of the work.

(End of Provision)

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

(End of provision)

FAR 52.225-10 Notice of Buy American Requirement--Construction Materials (MAY 2014)

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of Provision)

FAR 52.233-2 Service of Protest (SEPT 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 receipt from:

Contracting Officer, * (CO Name and Address)

*

*

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

(End of Provision)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4)**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 the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

L.2 Proposal Preparation Instructions

L.2.1 – General Instructions

Proposals shall conform to the instructions provided in this section. Proposals shall be neat, clearly and concisely written, indexed and logically assembled. The intent of your proposal is to communicate why you should be selected. Therefore, ensure you address (answer) each instruction element. Failure to properly respond may eliminate you from the competition. The proposal must include a technical 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.

L.2.1.1 Prospective offerors shall concurrently submit two separate documents:

- (a) **Volume I - Technical Proposal** - One original. DO NOT return the entire solicitation with your proposal.
 - (i) Experience questionnaire should be included with your technical proposal or alternate format that provides all information requested.
 - (ii) Respond to each evaluation criteria in Section M.3
- (b) **Volume II - Price Proposal** - One original – do not include a copy of your technical proposal with your price proposal. DO NOT return the entire solicitation with your proposal.

Include in your price proposal:

- (i) Completed and Signed SF-33.
- (ii) Complete Section B, Schedule of Items, for all items listed, both Base and Optional items. The schedule of items with extensions completed
- (iii) Complete and return all certifications identified in Section K.

L.2.1.2 All proposals must be complete, self-sufficient, and respond directly to the requirements of this solicitation. Any commitments made in the proposal shall become a part of the resultant contract. Apparent inconsistencies between promised performance and statement of work shall be fully explained. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the statement of work and/or ability to perform the contract. This may be a basis for rejection of the proposal. In no case shall words like "we will comply with the requirements of the contract," or equivalent statements, be acceptable to meet the requirements of this solicitation. **Failure to comply with these instructions may result in the offeror's proposal being found non-responsive.**

L.2.1.3 Offeror's are cautioned that the government intends to award a contract without discussions; thus, initial proposal should represent the best possible effort.

L.2.1.4 Submitted materials should be fully responsive to and consistent with the requirements of the solicitation and the evaluation criteria listed in section M. The format of the proposal shall be:

- a) **Pages shall be 8 ½ x 11.** Typing fonts should be no smaller than 12 pitch in a font that is easily readable such as Times, Times New Roman, or Arial.
- b) **A single staple in the upper left had corner is permissible** – do not bind nor place proposal in a folder. Elaborate format color representations, and bindings are not desirable.
- c) Proposal pages should be numbered and **not more than 50 pages in length for each volume.**

L.2.1.5 Restriction on disclosure and use of data: Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes shall mark the title page with the following legend: “This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed, in whole or in part for any purpose other than to include in contract award.” Other pages should reference title page statement. Or any other restriction on release of proposal information..

L.2.1.6 Disposition of Proposals: The original copy of the technical and cost proposal will be retained with the contract file. All copies of technical proposals will be destroyed after completion of technical evaluations.

L.2.2 Proposal Preparation Instructions for Evaluation Factors

NOTE: The following portions of the Offeror’s technical proposal will be incorporated into any resultant contract: [Work Plan and Schedule], [Key Personnel]

FACTOR 1. TECHNICAL APPROACH

1A. Work Plan and Schedule. Address your proposed work plan as outlined in C.6. Include the sequence and methodology of accomplishing **the road construction/reconstruction, timber removal, pre-commercial thinning, pre-commercial thinning with decking, and other slash treatments** in such manner that your, or your subcontractor’s, approach to, and coordination between, the various operations are clearly described. Address the removal and utilization of non-saw material. Describe your approach for ensuring resource protection. Address both completion of work within individual units and a general plan for sequence of work across the project, including all work items. 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 roads and trails.

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.

1B. Key Personnel. Provide the resumes of the persons to be designated as the Overall Project Manager, Logging Supervisor, Fuels Treatment Supervisor, Road Construction Supervisor(s), and individual sub managers. Include list of successfully completed projects within the last three years, including reference names and phone numbers for these projects.

1C. Equipment. Specify the equipment to be used to accomplish work activities involving **timber removal, pre-commercial thinning, pre-commercial thinning with decking, and other slash treatments.** Include make and model of proposed equipment.

1D. Quality Control Plan. Address your proposed Quality Control plan as outlined in Section E.2.

- a) What supervisory and instruction measures you will employ to ensure that contract specifications will be met prior to requesting a Forest Service inspection?

- b) What are your self-inspection measures, including how you will inspect work for compliance with specification?
- c) Fully explain how project management/oversight will be accomplished for this project.

1E. Biopreferred Product Use

Provide requested information below. Refer to C.7 in the specifications.

The Offeror shall identify all recycled-content products, biobased products, environmentally preferable products and services, and non-ozone depleting substances to be acquired, used, and installed in the performance of this contract. For each Biobased product, the Offeror shall specify the percentage of Biobased content, and for the USDA-designated Biobased content products, the offeror shall demonstrate that the products to be used under this contract will contain the percentage specified in the USDA recommendations or the highest level of Biobased material practicable, consistent with USDA's recommended percentages of Biobased content.

If the Contractor proposes utilizing non-designated products, a justification shall be provided for use of those items identified as non-designated products.

The offeror shall identify prior sustainable product management experience in specifying, purchasing, using, and installing Biobased products. Provide a list identifying all relevant contracts performed over the past two years using sustainable products. Include a list of the Biobased products utilized on the contract.

Provide a breakdown of the cost of items proposed for use and total value of those products to be utilized on this contract.

FACTOR 2. PAST PERFORMANCE.

Furnish a list of three projects of relevant and similar magnitude completed by the firm within the last five years. For each project cited, provide:

- a) the name of the project,
- b) the location of the project,
- c) the total cost of the project,
- d) brief narrative of the project (less than ½ page per project)
- e) name of the Government Agency, Company, or Individual contracting the work,
- f) the name and phone number of the Contracting Officer, project Engineer (if a non-government project), or individual administering the project, and
- g) any evaluations that you received.

The technical proposal must address past performance for both the Offeror and any proposed major subcontractors. Companies lacking relevant past performance history will be evaluated on past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to this acquisition.

FACTOR 3. BENEFITS TO LOCAL COMMUNITY

The offeror shall describe how its planned activities in performance of the project will provide a direct economic benefit to the local and rural community, the potential magnitude of benefit, and how this benefit will be quantified.

If proposing to use local work force, explain how you will recruit and utilize labor, subcontractors, and other workforce, as skills allow, from:

- Milling facilities *east, west, south, north of* _____ in the state of _____.

Also provide an estimate on the number of woods workers to be employed who reside in the county and adjacent counties where the project is located, and sub-contractors to be employed from the city/area where the project will occur.

FACTOR 4. PRICE.

Refer to section L.2 for proposal preparation instructions. Provide your most competitive price on the Schedule of items in Section B. Note: unit price prevails; all pricing should be in the format of dollars and cents.

AGAR 452.215-72 Amendments 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.

(End of Provision)

AGAR 452.219-70 Size Standard and SIC Code Information (SEP 2001)

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): Item No. 7

--NAICS Code 237310

--Size Standard \$28.5 million

(End of Provision)

AGAR 452.237-71 Pre-Bid/Pre-Proposal Conference (FEB 1988) *(If applicable; see AGAR 437.110(b))

(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 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) In order to facilitate conference preparations, it is requested that the person named on the Standard Form 33 of this solicitation be contacted and advised of the number of persons who will attend.

(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: _____

(End of Provision)

SECTION M - EVALUATION FACTORS FOR AWARD

M.1

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.217-5 Evaluation of Options (JUL 1990)

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.

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.

M.3 EVALUATION FACTORS

Proposals shall be prepared and submitted in accordance with proposal instructions contained in Section L for the evaluation factors listed below. Note: For the purposes of evaluation, the Government will consider the prime contractor and any proposed major subcontractor(s) as one entity.

Factor 1 – Technical Approach

Subfactor 1: Work Plan and Schedule

Subfactor 2: Key Personnel

Subfactor 3: Equipment

Subfactor 4: Quality Control Plan

Subfactor 5: Biopreferred Product Use

Factor 2 – Past Performance

Factor 3 – Benefits to Local Community

Factor 4 – Price

1. The technical evaluation factors are listed in descending order of importance;
2. All technical evaluation factors are equal in importance;

3. The first and second technical evaluation factors are equal in importance and together are significantly more important than the Benefits to Local Community factor.

Within each factor, all stated subfactors, if any, are [listed in descending order of importance] or [of equal importance]. Factors and subfactors will be evaluated based on the assessed strengths, weaknesses, risks and deficiencies of each offeror's proposal.

RELATIVE IMPORTANCE:

All evaluation factors other than cost or price, when combined, are--

Significantly more important than price

Approximately equal in importance to price

Significantly less important than price

FACTOR 1. TECHNICAL APPROACH

EVALUATION OF FACTOR 1. TECHNICAL APPROACH

The Government will evaluate the **work plan and schedule** subfactor for completeness, integration of service and product removal, maximization of the use of harvested material (both sawtimber and non-sawtimber), mitigation in the number of entries, schedule treatments to minimize the impact on local roads and trail use, overall understanding of the project, and extensiveness and feasibility of the proposed schedule and sequence of work.

The Government will evaluate the **key personnel** subfactor by considering the experience of identified key personnel, including number of similar, successfully completed projects.

The Government will evaluate the **equipment** subfactor by evaluating the suitability and adequacy of proposed equipment to be used on this contract.

The Government will evaluate the **quality control plan** subfactor by assessing how well the offeror's narrative addressed the Quality Control Plan requirements outlined in the Quality Control Plan factor in Section L, as well as how feasible and adequate the proposed quality control measures will be in ensuring acceptability of all work products.

The Government will evaluate the **biopreferred product use** subfactor by 1) evaluating how well the Offeror identified recycled-content products, biobased products, environmentally preferable products and services, and non-ozone depleting substances to be acquired, used, and installed in the performance of this contract; and 2) by evaluating the offeror's prior sustainable product management experience in specifying, purchasing, using, and installing bio-based products.

If the offeror will not be using recycled-content products, biobased products, environmentally preferable products and services, and non-ozone depleting substances in performance of this contract, and/or has not used them in prior projects, then they will be evaluated on the justification provided for non-use. Provided that the offeror's justification for not using bio-based products in performance of this contract is sufficient, the offeror may receive up to a 'Satisfactory' rating for this factor. Refer to 52.223-1 Biobased Product Certification and 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts for use requirements as well as justification requirements for non-use.

EVALUATION OF FACTOR 2. PAST PERFORMANCE

Past Performance. Past performance is a measure of the degree to which you, as an organization, have satisfied your customers, and complied with Federal, state, and local laws and regulations. The Government may inquire about the following elements, which are [equal in importance] [in descending order of importance] in relation to each other, (1) quality of the offeror's work; (2) overall business relations.

There are two aspects to the Government's evaluation of past performance. The first is to evaluate the offeror's past performance to determine how relevant and recent the effort accomplished by the offeror is to the effort to be acquired through this source selection. The second aspect of the past performance evaluation is to determine how well the offeror has performed on the contracts by gathering information from current and previous customers of the offeror.

Government evaluators may avail themselves of various federal, state, and local past performance databases. The Government may research offeror performance on any federal, state, local, and commercial contract performance of the offeror that is known to the Government, even if the information is not provided to the Government from the offeror. Additionally, the personal experience and evaluator knowledge of offeror performance may be utilized.

The Government will consider the relevance of past performance information obtained in relation to the scope of this procurement with respect to both similar efforts, and the length and scope, number, and complexity. Past performance, either positive or negative, which is considered by the Government to more closely related to the scope of this effort, will be given additional weight in the evaluation process.

Past performance of any proposed critical subcontractor that contributes positively or negatively to the overall expertise of the offeror will be considered.

Offerors with past performance data will be evaluated in the same manner as all other evaluation factors.

NOTE: Those offerors with no past performance data will be treated as an unknown performance risk and be evaluated favorably nor unfavorably. Therefore, offerors will receive credit for good past performance, lose credit for poor past performance, and neither receive nor lose credit for no relevant past performance (FAR 15.305).

EVALUATION OF FACTOR 3. BENEFITS TO LOCAL COMMUNITY

For the Benefits to Local Community Factor, the Government will evaluate (1) the extent to which the offerors proposal describes how its planned activities in performance of the project will provide a direct economic benefit to the local community, including how this benefit will be quantified; (2) the effectiveness of the offeror's strategy and likelihood of success; and (3) potential magnitude of economic benefit to the local community.

If proposing to use local work force, the government will consider the extent of utilization of work forces from milling facilities *east, west, south, north of* _____ in the state of _____, woods workers who reside in the county and adjacent counties where the project is located, and sub-contractors to be employed from the city/area where the project will occur.

EVALUATION OF FACTOR 4. PRICE :

The Government will evaluate price independently of Factors 1, 2 and 3. Upon completion of evaluation of the technical factors, price will be considered in the final evaluation.

Experience Questionnaire

Instructions: See Box 10, Remarks, if extra space is needed to answer any item below. Mark X in the appropriate boxes.

1. Contractors Name, Address, & Telephone No.

 (____) _____ - _____
Email: _____@_____._____

2. Type of Business: (Include letter of authorization on who can bind or sign for company) see FAR 4.102

<input type="checkbox"/> Sole Proprietor (no letter needed)	<input type="checkbox"/> Partnership (Copy of Agreement w/auth.)
<input type="checkbox"/> Corporation (Agent, authority)	<input type="checkbox"/> LLC
<input type="checkbox"/> Non-profit Organization	<input type="checkbox"/> Joint Venture (All Parties sign)

3. How many years experience do you have in this line of work? _____ **Years**

4. How many years experience as a prime contractor? _____ **As a subcontractor?** _____

5. Relevant Projects: Provide information requested in Factor 2.1 - Experience on relevant projects your business has completed in the last 3 years:

6. List below all of your firm's contractual commitments running concurrently this solicitation

<u>Contract Number</u>	<u>Award Amount</u>	<u>Percent Completion</u>	<u>Awarded Units</u>	<u>Date Contract Completed</u>	<u>Contact Name, Address, & Telephone Number.</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

7a. Have you ever failed to complete any work awarded to you? Yes No

7b. Has work ever been completed by performance bond? Yes No

7c. If 'Yes' was checked to either item 7a or 7b, specify location(s) and reason(s) why: _____

7d. Did you look at the project site(s) on-the-ground? Yes No

8. Organization that will be available for this project:

a. All work performed by prime, **OR** Subcontracting _____% to be performed by sub. (Include information on Subcontractors)

b. Minimum number of employees: _____ and Maximum number of employees: _____

c. Are employees regularly on your payroll? Yes No

d. Specify equipment available for this contract: _____

e. Estimate rate of progress (Such as acres/day, miles/day, or other rate):

Minimum progress rate: _____ Maximum progress rate: _____

9. List the experience of the principal individuals of your business that will be assigned to this project:

<u>Individuals Name</u>	<u>Present Position</u>	<u>Years of Experience</u>	<u>Type of Work</u>

[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]

10. Factor 3.1 Biopreferred Product Use:

a. Products to be used on this contract: (Provide justification if using non-designated products.)

[Redacted]

a. Provide experience of using sustainable products on past contracts:

[Redacted]

b. Cost of Biobased Products to be used on this contract:

[Redacted]

11. Remarks:

[Redacted]

12. Certification: I certify that all of the statements made by me are complete and correct to the best of my knowledge and that any persons named as references are authorized to furnish the Forest Service with any information needed to verify my capabilities to perform this project.

[Redacted]	[Redacted]	[Redacted]	[Redacted]
(Printed Name)	(Signature)	(Title)	(Date)