

UPDATED MAY 2008

INTEGRATED RESOURCE SERVICE CONTRACT (IRSC)--CONSTRUCTION

Instructions for use:

- FAR Clauses have been updated through FAC-25. Additional changes may be necessary.
- FAR Clauses have been included for basic construction/services. **If an IDIQ Contract or Equipment Rental is anticipated, additional clauses will have to be added.**
- Attach the appropriate Appendix A, Technical Specifications for Service Work Activities, as needed.
- Attach the appropriate Appendix B, either Tree Measurement or Scaled.
- Attach the appropriate Appendix C, Road Maintenance Specifications, as needed.
- Attach the appropriate Appendix D, Road Construction/Reconstruction Specifications.
- Renumber Items when clauses/provisions are added/deleted.
- Red Type indicates examples of what is required—the wording provided is not mandatory.
- Balloons provide direction for use of specific clauses/sections and need to be deleted from final solicitation/contract document, regardless of whether or not the clause/section is utilized in the document.
- Double check pagination once all clauses/provisions/balloons are added/deleted to assure it makes sense.

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

Integrated Resource Service Contract (IRSC)--Construction

OMB Approved No. 9000-0006

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

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

SOLICITATION

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

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. (Include area code) (NO COLLECT CALLS)
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11. TABLE OF CONTENTS

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	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
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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 of 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	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)	
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: ____ 10 U.S.C. 2304 (c)) ____ 41 U.S.C. 142(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 CODE		
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.

NSN 7540 01 152 8064

33-133

STANDARD FORM 33 (REV. 4-85)

PREVIOUS EDITION NOT USABLE

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

**PART I – THE SCHEDULE
SECTION B – SERVICES AND PRICES**

Ranger District
National Forest
County

B.1 SCHEDULE OF ITEMS :

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

SUMMARY SCHEDULE OF ITEMS – Complete item pricing on following Schedule B pages.

ITEM NO.	MANDATORY WORK ACTIVITY DESCRIPTION
1	Felling, yarding, decking, and hauling of saw material. Including piling of landing slash and temporary road construction
2	Felling, skidding, decking of non-saw material
3	Precommercial thinning & Slash Treatment
4	Fireline construction
5	Temporary Road Decommissioning and Erosion Control Seeding
6	Installation of erosion control structures
ITEM NO.	OPTIONAL WORK ACTIVITY DESCRIPTION
7	Road Construction and Reconstruction

Comment [F1]: Don't include as mandatory work items activities that are covered under stumpage – otherwise you will be paying for them twice. Work with the Timber CO to identify appropriate work items.

Comment [F2]: Use as appropriate.

SECTION B - SERVICES AND PRICES

B.1 SCHEDULE OF ITEMS

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>Estimated Quantity</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	Felling, yarding, decking and hauling of saw material. Work includes piling of landing slash and temporary road construction.	AC	777	\$ _____	\$ _____.
2	Felling, skidding, and decking of nonsaw material	AC	777	\$ _____	\$ _____.
3	Precommercial thinning	AC	777		

	and slash treatment				
3.1	Units with less than 3,000 tpa	AC	200	\$ _____	\$ _____.
3.2	Units with greater than 3,000 tpa	AC	577	\$ _____	\$ _____.
4	Fireline construction	Mile	3.81	\$ _____	\$ _____.
5	Temporary road decommissioning and erosion control seeding	Mile	2.7	\$ _____	\$ _____.
6	Installation of erosion control structures (Sediment Traps)	Each	15	\$ _____	\$ _____.
7	Road Construction and reconstruction total from pages 5-11			\$ _____	
TOTAL ALL ITEMS				\$ _____.	

Comment [F3]: Only one page is provided for this example

B.2 TIMBER REMOVAL PRICE SCHEDULE:

SPECIES	PRODUCT	QUANTITY	UNIT OF MEASURE	MINIMUM ACCEPTABLE OFFER	OFFER (FLAT)	TOTAL OFFER
ALL SPECIES	SAW	500	CCF	\$400.70	\$ _____	\$ _____
ALL SPECIES	NONSAW	500	MBF	\$0.50	\$ _____	\$ _____

See Timber Removal Project Terms and Specifications in Appendix B.

NOTE: THESE SCHEDULES ARE FOR PRICING/PAYMENT PURPOSES. SEE SECTION L FOR BUSINESS PROPOSAL REQUIREMENTS.

The following construction items are estimated between **\$100,000.00 and \$250,000.00**

Detailed Pricing for Item No. 7 - Schedule of Items

Dry Stewardship Project

Road 3360-060

Item Number	Description	Method of Measurement	Pay Unit	Estimated Quantity	Unit Price	Total Price
173(01)	Establish Clearing Limits	A.Q.	K.M.	3.78	\$	\$
201(02)	Clearing & Grubbing, slash treatment method for tops & limbs 4, logs 4, & stumps 4, Utilization of Timber 2	A.Q.	K.M.	3.14	\$	\$
201(07)	Individual Removal of Trees, Miscellaneous; Slash Treatment Methods for Tops and Limbs 4, Logs 4, Utilization of Timber 2	A.Q.	Each	2	\$	\$
203(07)	Excavation, Placement, Method 2	L.S.Q.	L.S.	1	\$	\$
203(16)A	Drainage Excavation, Type Rock Ford	A.Q.	Meter	108	\$	\$
203(17)A	Drainage Excavation, Type A Drain Dip	A.Q.	Each	7	\$	\$
203(17)C	Drainage Excavation, Type Water Bar	A.Q.	Each	7	\$	\$
207(03)	Water	L.S.Q.	Lump Sum	1	\$	\$
304(04)	Grid-Rolled aggregate, Maximum Size 150mm, compaction E	D.Q.	C.M.	140	\$	\$
306(01)	Reconditioning of Roadbed, Compaction B.	A.Q.	K.M.	3.78	\$	\$
Total Road 3360-060						\$

B.3 LAND MANAGEMENT ACTIVITIES.

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

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

Comment [F4]: Use only when Option Items are on the Schedule.

PART I - THE SCHEDULE

SECTION C - DESCRIPTION AND SPECIFICATIONS

General Clauses and Provisions Pertaining To All Items

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

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

C.2 PROJECT DESCRIPTION

(a) Description of Work – The Dark Meadow Restoration Project is located on the La Grande Ranger District of the Wallowa-Whitman National Forest encompassing the area indicated on the Project Area Map (which includes Timber Removal 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 Resources – 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 removal, sub soiling, road work and water source development.

(b) Resulting Contract – Any resultant contract will be a Construction contract with provisions 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 the Stewardship Activities, as identified in Section B.1, can be found in Appendix A. 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, and associated road plans and specifications in Appendix C.

C-7 GOVERNMENT-FURNISHED PROPERTY

Comment [F5]: Use only if GFP provided. CO inserts list of property.

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

SECTION E - INSPECTION AND ACCEPTANCE

General Clauses and Provisions Pertaining To All Items

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

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

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

52.246-12 Inspection of Construction (AUG 1996)

E.2 CONTRACTOR QUALITY CONTROL INSPECTION SYSTEM

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

E.3 ACCEPTANCE

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

E.4 GOVERNMENT QUALITY ASSURANCE SURVEILLANCE PLAN

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

SECTION F - DELIVERIES OR PERFORMANCE

General Clauses and Provisions Pertaining To All Items

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

- 52.242-14 Suspension of Work (APR 1984)
- 52.242-15 Stop-Work Order (AUG 1989)
- 52.242-17 Government Delay of Work (APR 1984)
- 52.247-55 F.O.B. Point for Delivery of Government-Furnished Property (JUN 2003)

Comment [F6]: Use when GFP provided.

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

Comment [F7]: CO to add appropriate calendar days and/or dates.

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

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 Removal activities shall be scheduled and carried out in accordance with the Timber Removal Specifications in Appendix B and as approved by the Contracting Officer.

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

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

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

Comment [F8]: CO to add appropriate total performance period, up to 13 years.

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

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

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

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

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

F.5 SCHEDULES AND REPORTS

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

Pursuant to contract requirements, the following submittals are required within __ days after issuance of a Notice to Proceed or Task Order for review and/or approval, unless stated elsewhere in the specifications or otherwise mutually agreed:

<i>ITEM DESCRIPTION</i>	COPIES REQUIRED
Proposed progress schedule showing starting and completion dates of various phases of the work	2
List of proposed sub-contractors and their intended work. Sub-contractors must have Contracting Officers Written approval prior to starting work on the project. Submit on Standard Form 1413.	2
Traffic Control Plan, in accordance with Section 104	2
Soil Erosion and Water Pollution Control Plan, in accordance with Section 204	2
Designation of Contractor personnel describing responsibilities and authorities	2

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

SECTION G – CONTRACT ADMINISTRATION DATA

General Clauses Pertaining To All Items

G.1 PAYMENT

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

The value of work completed and timber removed will be documented in an Integrated Resource Statement of Account produced by Timber Sale Accounting (TSA) monthly when harvesting operations are underway.

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

G.1 PAYMENT

It is anticipated that funds will be exchanged in the performance of this contract because the value of the timber will not completely offset the value of the work to be performed. When payment is made to the contractor for work performed, it will be made in accordance with FAR 52.232-1 – Payments, (Section I).

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

The value of work completed and timber removed will be documented in an Integrated Resource Statement of Account produced by Timber Sale Accounting (TSA) monthly when harvesting operations are underway.

G.2 STEWARDSHIP CREDITS

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

G.3 ESTABLISHMENT OF STEWARDSHIP CREDITS

Notwithstanding references to payments in “Payment” clauses or provisions of this contract, payment for Stewardship Activities will be made with Stewardship Credits 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 and Appendix B Timber Removal Specification.

G.4 CONTRACTOR CERTIFICATION

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

CONTRACTOR CERTIFICATION - EARNED STEWARDSHIP CREDITS

Name STEWARDSHIP PROJECT

Comment [F12]: CO to insert appropriate stewardship project name.

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

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

(Name)

(Title)

(Date)

G.5 TIMBER PAYMENT GUARANTEE

(1) General—(a) To guarantee payment for timber scheduled for removal under the IRSC, Contractor may earn Stewardship Credits in advance of removal, or provide a Timber Payment Guarantee in the form of an acceptable surety payment bond, cash payment, or a deposit in a Federal Depository negotiable securities of the United States.

(b) Any earned Stewardship Credits and alternate Timber Payment Guarantee together will maintain a minimum unobligated balance equal to the applicable charges for timber the Forest Service estimates will be cut in 60 calendar days plus the value of any outstanding charges, or equal to the total value of the timber that has not been paid for.

Comment [F13]: Use only one paragraph (b). CO will utilize this paragraph (b) for Scaled Contracts.

(b) Any earned Stewardship Credits and alternate Timber Payment Guarantee together will maintain a minimum unobligated balance equal to the outstanding charges for payment units released for cutting, or equal to the total value of timber that has not been paid for.

Comment [F14]: Use only one paragraph (b). CO will utilize this paragraph (b) for Tree Measurement Contracts.

(c) 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.

(2) A Timber Payment Guarantee for a single contract shall be provided utilizing FS Form 6500-12.

(3) Blanket Surety Bond—(a) Contractor may furnish an acceptable bond, or deposit securities, to guarantee payment for timber from multiple contracts. Contractor shall not start cutting hereunder until this contract receives an allocation that will meet the obligation for payment guarantee.

(b) The amount of such bond or deposited securities shall be allocated to such contracts by the Forest Service. The Contractor will provide the contact information for the Forest Service representative administering the Blanket Guarantee.

(c) When there is to be no timber cutting hereunder for 30 days or more and payment of current charges has been made, the allocation to this contract shall be reallocated to other contracts at Contractor's request.

(d) A Timber Payment Guarantee for multiple contracts (Blanket Guarantee) shall be provided utilizing FS Form 6500-12a.

(3) Letters of Credit for Payment Guarantee—Contractor may use letters of credit in lieu of a surety bond for payment guarantee purposes when approved by Contracting Officer.

G.6 EXCESS STEWARDSHIP CREDITS

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

G.7 EXCESS TIMBER VALUE

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

G.8 REFUND OF EXCESS CASH

If at any time the credit balance of the Integrated Resource Statement of Account exceeds the charges for timber removed to date and for timber 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, "TIMBER PAYMENT GUARANTEE" before additional timber may be cut.

G.9 FINAL PAYMENT - RELEASE OF CLAIMS

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

- (1) Completion and acceptance of all work;
- (2) Presentation of a properly executed voucher; and
- (3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

General Clauses and Provisions Pertaining To All Items

H.1 FAR 52.236-4 PHYSICAL DATA (APR 1984)

Comment [F15]: Use if appropriate. Do not duplicate in Appendices.

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

(a) - The indications of physical conditions on the drawings and in the specifications are the result of site investigations by **visual observation**.

(b) - Additional informational material made available to contractors including but not limited to: **environmental documentation, timber cruise data, timber removal report and appraisal, maps, access permits, etc.**

H.2 AGAR 452.215-73 POST AWARD CONFERENCE (NOV 1996)

Comment [F16]: CO to insert appropriate information.

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

H.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 (i) dispose of solid waste in accordance with applicable Federal, State and local regulations.

H.4 AGAR 452.236-76 SAMPLES AND CERTIFICATES (FEB 1988)

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

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

H.5 AGAR 452.237-74 KEY PERSONNEL (FEB 1988)

Comment [F17]: Use if appropriate. CO to insert personnel titles. 90-day timeframe can be altered based on CO determination.

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

Overall Project Manager
Logging Supervisor
Fuels Treatment Supervisor
Road Construction Supervisor(s) – supervising work in the timber removal specifications as well as other road work, maintenance and obliteration.
Individual Sub-Managers – Individuals supervising individual sub-contracts for work items not covered by personnel noted previously herein.

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

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

H.6 FSAR 4G52.222-701 EMPLOYMENT OF ELIGIBLE WORKERS (DEC 1999)

Comment [F18]: Mandatory for labor intensive work activities.

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

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

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

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

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

H.7 FSAR 4G52.222-702 LABOR STANDARDS FOR CONTRACTS INVOLVING MIGRANT AND SEASONAL AGRICULTURAL WORKERS (DEC 1999)

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

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

(b) *Definitions.*

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

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

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

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

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

(2) Wage and Payroll Standards

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

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

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

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

(3) Motor Vehicle Safety

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

(ii) Any vehicle under the ownership or control of the contractor shall comply with safety standards applicable to that vehicle. Generally passenger vehicles or station wagons must comply with Department of Labor regulations at 29 CFR 500.104. Vehicles other than passenger vehicles or station wagons which are driven more than 75 miles must comply with Department of Transportation Regulations at 29 CFR 500.105. All drivers must have a current, valid State driver's license.

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

(4) Housing

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

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

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

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

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

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

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

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

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

Field Sanitation

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

- ▶ Potable drinking water, suitably cool and in sufficient amounts, dispensed in single-use cups or by fountains, located so as to be readily accessible to employees.
- ▶ Facilities maintained in accordance with public health sanitation practices include upkeep of water quality through daily change or more often if necessary.
- ▶ Notification to each employee of the location of the water and allowance of reasonable opportunities during the workday to use them. The employer also must inform the employee of the relevant health hazards in the field and the practices necessary to minimize them.

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

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

H.8 FSAR 4G52.222-703 MIGRANT AND SEASONAL AGRICULTURAL WORKER PROTECTION ACT REGISTRATION (DEC 1999)

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

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

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

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

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

H.9 PROTECTION MEASURES NEEDED FOR PLANTS, ANIMALS, CULTURAL RESOURCES, AND CAVE RESOURCES

Comment [F21]: Applies to all Work Activities. Do not duplicate in Appendices.

Locations of known areas 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. Special protection measures needed to protect such known areas are identified.

In addition to any special protection measures noted, Contractor has a general duty to protect all known and identified resources referenced in this Subsection from damage or removal during Contractor's operations. Discovery of additional areas, resources, or members of species needing special protection shall be promptly

reported to the other party, and operations shall be delayed or interrupted at that location, if Contracting Officer determines there is risk of damage to such areas, resources, or species from continued operations.

Wheeled or track-laying equipment shall not be operated in areas identified as needing special measures for the protection of cultural resources, except on roads, landings, tractor roads, or approved skid trails. Unless agreed otherwise, trees will not be felled into such areas. Contractor may be required to backblade skid trails and other ground disturbed by Contractor's Operations within such areas in lieu of required cross ditching.

Contractor shall immediately notify Forest Service if disturbance occurs to any area identified as needing special protection measures and shall immediately halt operations in the vicinity of the disturbance until Forest Service authorizes Contractor to proceed. Contractor shall bear costs of resource evaluation and restoration to identified sites. Such payment shall not relieve Contractor from civil or criminal remedies otherwise provided by law.

Forest Service has exercised due diligence and followed established protocols in identifying known areas needing special protection measures. Nevertheless, nothing in this provision shall be interpreted as creating any warranty that all locations and special measures for the protection of plants, animals, cultural resources, and cave resources have been described herein, elsewhere in the contract, or designated on the ground.

H.10 EROSION PREVENTION AND CONTROL

Comment [F22]: Applies to all Work Activities. Do not duplicate in Appendices.

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.11 PROTECTION OF LAND SURVEY MONUMENTS

Comment [F23]: Applies to all Work Activities. Do not duplicate in Appendices.

Forest Service shall appropriately designate on the ground all known survey monuments including but not limited to horizontal control stations (Triangulation Stations), vertical control stations (Bench Marks), property corner monuments, and all Public Land Survey System monuments. This shall include reference monuments, corner accessories such as bearing trees, line trees and line posts. Identifying signs shall be posted by Forest Service on two sides of each known bearing tree, and each line post shall be posted with a metal sign or decal. Line trees may be cut if designated by the Government.

In authorized clearings such as Clearcutting Units and road construction clearings, and in other instances where damage to survey monuments, corners, corner accessories and survey of property line markers is unavoidable, Forest Service shall arrange protective or perpetuative action which does not cause unnecessary delay to Contractor.

Contractor shall protect all known survey monuments, witness corners, reference monuments, bearing trees and line markers against avoidable destruction, obliteration or damage during Contractor's operations. Additional monuments or objects discovered on the area shall be promptly reported to the other party and shall also be

protected. If any known monuments, corners, corner accessories, and survey or property line markers are destroyed, obliterated or damaged during Contractor's operations, Contractor shall employ a registered professional land surveyor to reestablish or restore at the same location the monuments, corners, corner accessories or line markers. Such surveyors shall use procedures and monumentation that accords 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 any applicable State statutes concerned with land surveys. Contractor's agent shall record such surveys in accordance with state survey statutes.

H.12 PROTECTION OF RESIDUAL TREES

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

Comment [F24]: Applies to all Work Activities. Do not duplicate in Appendices.

H.13 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. 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 remove from National Forest lands all refuse resulting from use, servicing, repair, or abandonment of equipment. In the event that Contractor's Operations or servicing of equipment result in pollution to soil or water, Contractor shall conduct cleanup to restore the polluted site to the satisfaction of Forest Service.

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

H.14 PREVENTION OF OIL SPILLS

If Contractor maintains storage facilities for oil or oil products on Contract Area, Contractor shall take appropriate preventive measures to insure 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.

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

If the total oil or oil products storage exceeds 1,320 gallons or if any single container exceeds a capacity of 660 gallons, Contractor shall prepare a Spill Prevention Control and Countermeasures (SPCC) Plan. Such plan shall meet applicable EPA requirements (40 CFR 112) including certification by a registered professional engineer.

H.15 WASHING EQUIPMENT

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.

Comment [F27]: Applies to all Work Activities. Do not duplicate in Appendices.

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.16 MEADOW PROTECTION

Comment [F28]: Use if appropriate. Do not duplicate in Appendices.

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.17 WETLANDS PROTECTION

Comment [F29]: Use if appropriate. Do not duplicate in Appendices.

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.18 STREAMCOURSE PROTECTION

Comment [F30]: Use if appropriate. Do not duplicate in Appendices.

“Streamcourses” that are subject to provisions of this Section are shown on Contract Area 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 48 hours, and in an agreed manner that will cause the least disturbance to Streamcourses.

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

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

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

H.19 FIRE PRECAUTIONS AND CONTROL

Comment [F31]: Insert appropriate Regional clause

1. Fire Period and Closed Season

Specific fire prevention measures are listed below and shall be effective for the period April 1 to October 31 of each year. The Forest Service may change the dates of said period by advance written notice if

justified by unusual weather or other conditions. Required tools and equipment shall be kept currently in serviceable condition and immediately available for initial attack on fires...

H.20 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.

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

H.21 USE OF ROADS BY CONTRACTOR

Contractor is authorized to maintain roads, bridges, and other transportation facilities, as needed for harvesting Included Timber 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 designated by agreement.

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

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 Timber Removal Area Map by the following codes is prohibited or subject to restrictive limitations, unless agreed otherwise:

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

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

Restricted Road List

Road Number	Road Name	Termini		Map	Description of Restrictions
		From	To	Legend	

	All roads used for hauling			Hauling is prohibited on weekends from 6:00pm Friday to midnight Sunday and on the following holidays: Memorial Day, Fourth of July, Thanksgiving, Christmas and New Years Day.
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H.22 ROAD MAINTENANCE

Comment [F34]: Insert appropriate Regional clause.

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

H.23 USE BY OTHERS

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

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

(a) Forest Service makes appropriate arrangements to relieve Contractor of related maintenance costs commensurate with such other uses and

(b) Such other uses will not materially interfere with Contractor's Operations.

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

H.24 INCIDENTAL PAYMENT ITEMS

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

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.

H.25 CONFORMITY WITH DRAWINGS AND SPECIFICATIONS

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

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.26 LOCAL MATERIAL SOURCES

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

(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.27 SAMPLES, TESTS, CITED SPECIFICATIONS

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

Comment [F39]: Applies to all Work Activities. Do not duplicate in Appendices.

H.28 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...

Comment [F40]: Include Regional clauses as appropriate.

H.29 PERSONAL PROTECTIVE EQUIPMENT

Comment [F41]: Mandatory for labor intensive work activities.

1. The contractor will train in the safe operation and use of equipment to all workers using such equipment.
2. Personal protective equipment, including personal protective equipment for eyes, face, head, and extremities shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards or processes encountered in a manner capable of causing injury or impairment in the function of any part of the body.
3. Defective or damaged personal protective equipment shall not be used.

4. The contractor shall provide each employee who operates a chain saw, chain saw chaps at no cost to the employee, and assure the chaps are worn during saw operations. These chaps must be approved by Underwriters Laboratory or meet Forest Service specification 6170-47. The chaps shall cover the full length of the thigh to the top of the boot on each leg.
5. The contractor shall assure that each employee wears foot protection that provides adequate traction and ankle support. Employees operating chain saws shall wear foot protection that is constructed with cut-resistant material which will protect the employee against contact with a running chain saw.
6. The contractor shall provide, at no cost to the employee, a hard hat and assure that each employee who works in an area where there is potential for head injury from falling objects or flying objects wears a hard hat that meets the minimum requirements of American National Standards Institute (ANSI) standard Z89.1-1997.
7. The contractor shall provide, at no cost to the employee, eye protection where there is potential for eye injury due to flying objects. This eye protection must meet the minimum requirements of ANSI standard Z87.1-2003.
8. The contractor shall provide, at no cost to the employee, hearing protection where there is a potential for hearing loss due to high intensity noise e.g., chain saw operation.

H.30 CAMPING PROVISIONS FOR LABOR INTENSIVE CONTRACTS

Comment [F42]: Mandatory for labor intensive work activities.

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

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

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

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

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

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

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

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

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

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

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

Pertaining To All Contract Items

52.202-1	Definitions (JUL 2004)	
52.203-3	Gratuities (APR 1984)	
52.203-5	Covenant Against Contingent Fees (APR 1984)	
52-203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)	
52-203-7	Anti-Kickback Procedures (JUL 1995)	
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)	
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)	
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)	
52.204-4	Printed/Copied Double-Sided on Recycled Paper (AUG 2000)	
52.204-7	Central Contractor Registration (JUL 2006)	
52.204-9	Personal Identity Verification of Contractor Personnel (SEP 2007)	
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed For Debarment (SEP 2006)	Comment [F43]: Use if contract requires physical access to government facility or information system
52.211-18	Variation in Estimated Quantity (APR 1984)	
52.215-2	Audit and Records--Negotiation (JUN 1999)	
52.215-8	Order of Precedence—Uniform Contract Format (OCT 1997)	Comment [F44]: Use when appropriate with Multiyear Contract.
52.217-2	Cancellation under Multiyear Contracts (OCT 1997)	Comment [F45]: Use when appropriate.
52.219-3	Notice of Total HUBZone Set-Aside (JAN 1999)	Comment [F46]: Use only if full and open competition is used.
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005)	Comment [F47]: Use when appropriate.
52.219-6	Notice of Total Small Business Set-Aside (JUN 2003)	Comment [F48]: Applicable over \$550,000. Use Alternate II if the plan is to be submitted with the proposal.
52.219-8	Utilization of Small Business Concerns (MAY 2004)	Comment [F49]: Applicable if any portion of the work is set-aside for small business.
52.219-9	Small Business Subcontracting Plan (SEP 2006) Alternate II (Oct 2001)	Comment [F50]: Applicable over \$550,000.
52.219-14	Limitations on Subcontracting (DEC 1996)	Comment [F51]: Applicable over \$550,000. Delete if set aside or if service is not one of the authorized NAICS.
52.219-16	Liquidated Damages --Subcontracting Plan (APR 2008)	Comment [F52]: Use when appropriate.
52-219-25	Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (APR 2008)	
52.219-27	Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004)	
52.222-3	Convict Labor (JUN 2003)	
52.222-4	Contract Work Hours and Safety Standards Act--Overtime Compensation (JUL 2005)	
52.222-21	Prohibition of Segregated Facilities (FEB 1999)	
52.222-26	Equal Opportunity (MAR 2007)	

- 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (SEP 2006)
- 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)
- 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (SEP 2006)
- 52.222-39 Notification Of Employee Rights Concerning Payment Of Union Dues Or Fees (DEC 2004)
- 52.222-50 Combating Trafficking in Persons (AUG 2007) Alt. 1 (AUG 2007)
- 52.223-5 Pollution Prevention and Right-to-Know Information (AUG 2003)
- 52.223-6 Drug-Free Workplace (MAY 2001)
- 52.223-14 Toxic Chemical Release Reporting (AUG 2003)
- 52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)
- 52.223-16 IEEE 1680 Standard for Environmental Assessment of Personal Computer Products (DEC 2007)
Alt. 1 (DEC 2007)
- 52.225-13 Restrictions on Certain Foreign Purchases (FEB 2006)
- 52.227-1 Authorization and Consent (JUL 1995)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
- 52.229-3 Federal, State, and Local Taxes (APR 2003)
- 52.232-8 Discounts for Prompt Payment (FEB 2002)
- 52.232-9 Limitation on Withholding of Payments (APR 1984)
- 52.232-17 Interest (JUN 1996)
- 52.232-18 Availability of Funds (APR 1984)
- 52.232-23 Assignment of Claims (JAN 1986)
- 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
- 52.232-37 Multiple Payment Arrangements (MAY 1999)
- 52.233-1 Disputes (JUL 2002)
- 52.233-3 Protest After Award (AUG 1996)
- 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- 52.237-11 Accepting and Dispensing of \$1 Coin (AUG 2007)
- 52.242-13 Bankruptcy (JUL 1995)
- 52.244-6 Subcontracts For Commercial Items (MAR 2007)
- 52.245-1 Property Records (JUL 2007)
- 52.245-2 Government Property (Fixed-Price Contracts) (JUN 2007)
- 52.245-4 Government-Furnished Property (Short Form) (JUN 2003)
- 52.249-2 Termination for Convenience of the Government (Fixed-Price)(MAY 2004) Alt I (SEP 1996)
- 52.253-1 Computer Generated Forms (JAN 1991)

Comment [F53]: Use when performance is, in whole or in part, on a federal facility.

Comment [F54]: Use if funds are chargeable to new fiscal year and are not yet available.

Comment [F55]: Use when GFP is provided

Comment [F56]: Use when GFP is >\$100,000

Comment [F57]: Use when GFP is <\$100,000

Pertaining to Service Contract Items Only

- 52.222-41 Service Contract Act of 1965, as amended (JUL 2005)
- 52.222-43 Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (MAY 1989)
- 52.222-51 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration or Repair of Certain Equipment – Requirements (NOV 2007)
- 52.222-53 Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (NOV 2007)
- 52.232-1 Payments (APR 1984)
- 52.232-11 Extras (APR 1984)
- 52.232-25 Prompt Payment (OCT 2003)
- 52.243-1 Changes – Fixed Price (AUG 1987) ALT I (APR 1984)
- 52.246-25 Limitation of Liability - Services (FEB 1997)
- 52.248-1 Value Engineering (FEB 2000)
- 52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)
- 52.251-1 Government Supply Sources (APR 1984)

Pertaining to Construction Items Only

- 52.222-6 Davis-Bacon Act (JUL 2005)
- 52.222-7 Withholding of Funds (FEB 1988)
- 52.222-8 Payrolls and Basic Records (FEB 1988)
- 52.222-9 Apprentices and Trainees (JUL 2005)
- 52.222-10 Compliance with Copeland Act Requirements (FEB 1988)
- 52.222-11 Subcontracts (Labor Standards) (JUL 2005)
- 52.222-12 Contract Termination - Debarment (FEB 1988)
- 52.222-13 Compliance with Davis-Bacon and Related Act Regulations (FEB 1988)
- 52.222-14 Disputes Concerning Labor Standards (FEB 1988)
- 52.222-15 Certification of Eligibility (FEB 1988)
- 52.222-27 Affirmative Action Compliance Requirements for Construction (FEB 1999)
- 52.222-32 Davis-Bacon Act – Price Adjustment (Actual Method) (DEC 2001)
- 52.227-4 Patent Indemnity--Construction Contracts (APR 1984)
- 52.228-2 Additional Bond Security (OCT 1997)
- 52.228-11 Pledges of Assets (FEB 1992)
- 52.228-14 Irrevocable Letter of Credit (DEC 1999)
- 52.228-12 Prospective Subcontractor Requests for Bonds (OCT 1995)
- 52.232-5 Payments Under Fixed-Price Construction Contracts (SEP 2002)
- 52.232-27 Prompt Payment for Construction Contracts (SEP 2005)
- 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)
- 52.236-11 Use and Possession Prior to Completion (APR 1984)
- 52.236-12 Cleaning Up (APR 1984)
- 52.236-13 Accident Prevention (NOV 1991)
- 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 (AUG 1987)
- 52.246-21 Warranty of Construction (MAR 1994)
- 52.248-3 Value Engineering – Construction (SEP 2006)
- 52.249-10 Default (Fixed Price Construction) (APR 1984)

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

Pertaining To All Contract Items

- 452.237-70 Loss, Damage, Destruction or Repair (FEB 1988)
- 452.237-75 Restrictions Against Disclosure (FEB 1988)

FULL TEXT CLAUSES PERTAINING TO ALL CONTRACT ITEMS

I.2 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.

PERTAINING TO SERVICE ONLY

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

Comment [F58]: CO to insert appropriate wage information.

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

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

Employee Class	Monetary Wage	Fringe Benefits
Heavy Equipment Operator WG-8	\$15.13/hr	*
Crew Leader GS-5	\$10.52/hr	*
Forestry Tech GS-5	\$10.52/hr	*
Laborer GS-3 or GS-4	\$8.37 or \$9.40/hr	*

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

I.4 FAR 52.246-20 Warranty of Services (MAY 2001)

Comment [F59]: Use as appropriate. CO to complete information.

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

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

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

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

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

PERTAINING TO CONSTRUCTION ONLY

Comment [F60]: CO to complete blanks.

I.5 FAR 52.225-9 BUY AMERICAN ACT – CONSTRUCTION MATERIALS (JAN 2005)

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

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

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

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

“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 the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. 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 the construction material 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 Act 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 Act 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.

(a) *Request for determination of inapplicability of the Buy American Act.*

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

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

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

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

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination

and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

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

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
<i>Item 1</i>			
Foreign construction material			
Domestic construction material			
<i>Item 2</i>			
Foreign construction material			
Domestic construction material			

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

[Include other applicable supporting information.]

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

I.6 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

Comment [F61]: Use if applicable. CO to complete the blank.

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

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

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

Comment [F62]: List as needed.

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

1. Appendices

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

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

Comment [F63]: Use either scaled or tree measurement version

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

Appendix D – Road Construction/Reconstruction
Specification List for Road Construction/Reconstruction, ## pages
Special Project Specifications (SPS) for Road Construction/Reconstruction, # pages
Drawings for Road Construction/Reconstruction, ## pages

2. Wage Determination No:

Number	Revision	Date	Pages

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

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

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGEMENTS

K.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.222-38 Compliance With Veterans' Employment Reporting Requirements (DEC 2001)

Comment [F64]: CO to complete blanks.

K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (Jan 2006)

(a)(1) The North American Industry classification System (NAICS) code for this acquisition is _____
[insert NAICS code].

(2) The small business size standard is _____ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies.

(ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

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

K.3 FAR 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005)

Comment [F65]: Use if full and open competition.

(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 paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

Offeror elects to waive the evaluation preference.

K.4 FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUN 2007)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at [52.217-8](#), Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they

reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it is, is not a small business concern under NAICS Code _____ assigned to contract number _____.

[Contractor to sign and date and insert authorized signer's name and title].

K.5 FAR 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that—

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) ([42 U.S.C. 11023](#)) and section 6607 of the Pollution Prevention Act of 1990 (PPA) ([42 U.S.C. 13106](#)), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, [42 U.S.C. 11023\(b\)\(1\)\(A\)](#);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, [42 U.S.C. 11023\(f\)](#) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C ([42 U.S.C. 6921](#), *et seq.*), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

[] (v) The facility is not located in the United States or its outlying areas..

K.4 AGAR 452.222-70 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (JAN 1999) (DEVIATION) (USDA)

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

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

K.5 MIGRANT AND SEASONAL AGRICULTURAL WORKER PROTECTION ACT

Comment [F66]: Use with Manual Labor Intensive Contracts. CO to insert proper information.

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

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

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

Applications for registration numbers should be made on Form WH-510 which is available at your State Employment Service Offices. Questions concerning application should be directed to the State Employment Office or to:

Montana

U.S. Department of Labor
Wage and Hour Division
Attn: Edith Wilson
Amaceo Smith Fed. Bldg., Suite 800
525 South Griffin Street
Dallas, TX 75202-5007
(214) 767-4538

Idaho/Washington:

U.S. Department of Labor (ESA)
Wage and Hour Division
71 Stevenson Street, Room 930
San Francisco, CA 94105
(415) 975-4521
(415) 975-4857

Completed forms should be mailed to the appropriate U.S. Department of Labor Office above.

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

K.6 STATE LICENSING REQUIREMENTS

Comment [F67]: Insert appropriate state licensing requirements, where applicable.

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

- 52.214-34 Submission of Offers in the English Language (APR 1991)
- 52.214-35 Submission of Offers in U.S. Currency (APR 1991)
- 52.215-1 Instructions to Offerors—Competitive Acquisition (JAN 2004) Alternate II (OCT 1997)
- 52.225-10 Notice Of Buy American Act/Balance of Payments Program Requirement—Construction Material (MAY 2002)
- 52.232-13 Notice of Progress Payments (APR 1984)
- 53.237-1 Site Visit (APR 1984)

L.2 52.216-1 TYPE OF CONTRACT (APR 1984)

Comment [F68]: CO to insert correct contract type. Delete if Firm Fixed Price.

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

L.3 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

Comment [F69]: CO to insert current figures and appropriated location.

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

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

Trade	Minority Participation	Female Participation
All	3.0	6.9

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

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative

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

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

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

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

L.4 52.233-2 SERVICE OF PROTEST (SEP 2006)

Comment [F70]: CO to insert appropriate official/location.

(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 designate the official or location where a protest may be served on the Contracting Officer.*]

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

L.5 FAR 52.236-28 PREPARATION OF PROPOSALS—CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms; and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including—

- (1) Lump sum price;
- (2) Alternate prices;
- (3) Units of construction; or
- (4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

L.6 AGAR 452.204-70 INQUIRIES (FEB 1988)

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

L.7 AGAR 452.215-71 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND BUSINESS PROPOSALS (SEP 1999)

Comment [F71]: CO to insert appropriate information for the current project.

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

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

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

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

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

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

(b) Technical Proposal Instructions. Technical proposals will be evaluated to determine the ability of the contractor to meet the requirements of the Government. Therefore, the technical proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed description of the organization, techniques, procedures and program for achieving the objectives of the specifications/statement of work. Proposals that merely paraphrase the requirements of the Government's specifications/statement of work, or use such phrases as "will comply" or "standard techniques will be employed" will be considered unacceptable and will not be considered further. As a minimum, the proposal must clearly provide the following:

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

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

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

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

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

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

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

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

2. Technical Approach

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

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

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

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

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

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

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

(c) Business Proposal Instructions.

(1) Price Proposal. Complete Section B, Schedule of Items, for all items listed, both Base and Optional items.

(2) Business Proposal.

(a) Specifically identify the financial capability and plan to provide bonding and pay employees and suppliers until revenue is generated from the timber activities.

(b) Provide financial references by completing enclosed Forms FS 6500-24, Financial Statement and FS 6500-25, Request for Verification and submit in Business Proposal.

Comment [F72]: Used with discretion on Timber Sales. CO must assure the information requested will be utilized in the evaluation of the proposal.

L.8 AGAR 452.215-72 AMENDMENT TO PROPOSALS (FEB 1988)

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

L.9 AGAR 452.219-70 SIZE STANDARD AND SIC CODE INFORMATION (SEP 2001)

Comment [F73]: Use if set-aside for Small Business.

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

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

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

L.10 AGAR 452.228-70 ALTERNATIVE FORMS OF SECURITY (NOV 1996)

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

L.11 AGAR 452.237-71 PRE-BID/PRE-PROPOSAL CONFERENCE (FEB 1988)

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

(b) - **Offerors are requested and encouraged to submit all questions in writing at least five (5) days prior to the conference.** Questions will be considered at any time prior to or during the conference, however

offerors will be asked to confirm verbal questions in writing. Subsequent to the conference, an amendment to the solicitation containing an abstract of the questions and answers, and a list of attendees, will be disseminated.

(c) - Questions may be addressed to _____

Comment [F74]: CO to add name, phone number and fax number where questions should be submitted.

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

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

(f) - The conference will be held:

Date: _____

Time: _____

Location: _____

Comment [F75]: CO to insert appropriate information in blanks.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

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

Comment [F76]: Utilize when Options are included.

Comment [F77]: Utilize as appropriate.

M.2 EVALUATION, NEGOTIATION AND AWARD PROCESS

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

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

Award Statement. Award will be made to that offeror (1) whose proposal is technically acceptable and (2) whose technical/cost relationship is the most advantageous to the Government. The critical factor in making any cost/technical trade-offs is not the spread between the technical ratings, but rather the significance of that difference. The significance of the difference in ratings will be determined on the basis of what that difference is and what it would cost the Government to take advantage of it. Award may not necessarily be made for technical capabilities that would appear to exceed those needed for fulfilling the requirements of this contract. The Government reserves the right to make cost/technical trade-offs that are in the best interest and to the advantage of the Government.

Comment [F78]: CO to utilize award statement that is appropriate for this project.

Comment [F79]: Insert basis of evaluation and criteria specific to project.

M.3 EVALUATION CRITERIA

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

Comment [F80]: Choose evaluation scheme. Identify scheme for factors and sub-factors as well the scheme for technical/price.

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

1. Past Performance

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

- (i) Quality of Work: Demonstrated ability to perform services in accordance with contract specifications. Conformance to good standards of workmanship.
- (ii) Customer Satisfaction: Satisfaction of end users with the contractor's completed products and services.
- (iii) Timeliness of performance: compliance with delivery schedules; reliability; responsiveness to technical direction, no assessment of liquidated damages.
- (iv) Business relations: Effective management, ability to manage projects involving subcontracts, working relationship with the contracting officer and technical representatives, reasonable/cooperative behavior, flexibility, effective contractor recommended solutions, businesslike concern for government's interests.
- (v) Cost control: Ability to complete contracts within budget (at or below); reasonableness of price change proposals submitted; providing current, accurate, and complete billings.

(2) Technical Approach:

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

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

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

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

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

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

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