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|--|-------------------------|-----------------|--|---|------------------------|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30 | | | | 1. REQUISITION NUMBER N/A | PAGE 1 OF 61 |
| 2. CONTRACT NO. | 3. AWARD/EFFECTIVE DATE | 4. ORDER NUMBER | 5. SOLICITATION NUMBER 12363N22Q4038 | 6. SOLICITATION ISSUE DATE November 16, 2022 | |
| 7. FOR SOLICITATION INFORMATION CALL: a. NAME Mark T. Phillipp mark.phillipp@usda.gov | | | b. TELEPHONE NUMBER (541) 410-1187 | 8. OFFER DUE DATE/ LOCAL TIME Open & Continuous | |

| | | | | |
|--|------------------|--|---|---|
| 9. ISSUED BY USDA Forest Service Procurement and Property Services National Stewardship Contracting Branch 1400 Independence Ave. SW, MS-1138 Washington DC 20250-1138 | CODE 363N | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS | % FOR: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMAN- OWNED SMALL BUSINESS PROGRAM EDWOSB 8(A) | NAICS: 115310 SIZE STANDARD: \$30M |
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| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE | 12. DISCOUNT TERMS | <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | 13b. Rating |
| | | 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP | |

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| 15. DELIVER TO U.S. Forest Service – Region 2 Rocky Mountain Region National Forest/Ranger District As Indicated on Each Call | CODE 82X9 | 16. ADMINISTERED BY U.S. Forest Service – Region 2 Rocky Mountain Region National Forest/Ranger District As Indicated on Each Call | CODE 363N |
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| 17A. CONTRACTOR/OFFEROR Name: Address: Email: Telephone No: SAM UEI: | CODE | FACILITY CODE | 18a. PAYMENT WILL BE MADE BY As Indicated on Each Call | CODE 363N |
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| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM |
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| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|--------------|--|--------------|----------|----------------|--------------------------------|
| | <p align="center">ROCKY MOUNTAIN RESTORATION PROJECT (RMRP) STEWARDSHIP BPA REGION 2 – CO, NE, SD, WY Arapaho-Roosevelt, Bighorn, Black Hills, Grand Mesa- Uncompahgre-Gunnison, Medicine Bow-Routt, Nebraska, Pike-San Isabel, Rio Grande, San Juan, Shoshone, and White River National Forests</p> <p align="center">BPA Award under this solicitation will be made through issuance of multiple Blanket Purchase Agreements.</p> | | | | See attached Schedule of items |

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| 25. ACCOUNTING AND APPROPRIATION DATA N/A | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) N/A |
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| <input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED ADDENDA | ARE <input type="checkbox"/> ARE NOT ATTACHED |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA | ARE <input type="checkbox"/> ARE NOT ATTACHED |

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| <input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN VIA ELECTRONIC (email) to mark.phillipp@usda.gov and matthew.daigle@usda.gov. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED | <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: |
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| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) |
| 30b. NAME AND TITLE OF SIGNER (Type or print) | 31b. NAME OF CONTRACTING OFFICER (Type or print) |
| 30c. DATE SIGNED | 31c. DATE SIGNED |
| | Mark T. Phillipp |

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Instructions and Work Description for Pay Items/Work Activities:

Please respond fully to the solicitation requirements (e.g., commercial pricing, certifications and representations, and selection criteria). **All pay items for a given National Forest or group of National Forests, as identified in the Standard Form (SF) 1449, must be priced in order to be considered for award for that Forest(s). (For example, Items 2-12, 15-25, 30-40, 45-55, etc.) Only provide pricing for those National Forests you are interested in doing business with. If you have provided pricing for a National Forest previously, only provide pricing for Forests you want to add to your current award.** Proposals with incomplete pricing by forest will be considered unresponsive and will not qualify for award.

The rates your firm proposes shall be commercial “shelf” rates that will be used for award evaluation purposes. Contractors are cautioned that as awards of a Blanket Purchase Agreements are based, in part, on the pricing proposed herein, subsequent contractor quotes for specific unit BPA calls must be representative and reflective of those rates or they shall be removed from the pool of contractors for that Forest. Therefore, it is imperative that each Contractor provide the Government with their best commercial rate for each activity and that those rates be similar to the quotes on individual BPA calls submitted for specific projects in the future.

The Schedule of Items is reflective of the most common Stewardship type activities that will be included in Call Orders. The Schedule of Items is not all-inclusive and any forest restoration-based activity for End-Result Stewardship Contracting may be included in individual Call Orders.

This BPA will allow for future Call Orders that include:

- 1) Integrated Resource Service Contract (IRSC) with required timber product removal.**
- 2) Service-based IRSC that includes the option for Timber Subject to Agreement products to be removed when there is no required timber product removal.**
- 3) Service contract in which no timber product removal is included.**

See Appendix A for work item specifications to assist with pricing. Appendix A provides descriptions for all work items listed in the Schedule of Items. Please note that these are *only* descriptions of representative treatment types and are *not* actual treatment areas on the ground. Those specific, on-the-ground activities will be issued in future Call Orders with project specific descriptions and units on the ground available for viewing.

Appendix B provides timber removal specifications for Included Timber. Therefore, this appendix will only be included when there is required product removal or the potential for removal through Timber Subject to Agreement (IRSC), in future Call Orders. Two (2) Appendix Bs are included in this solicitation package to demonstrate the common clauses associated with each type of sale - Tree Measurement and Scaled. This is *not* an all-inclusive list of clauses but rather the most common clauses utilized for that sale type. Clauses will be more in depth and project-specific in the individual future Call Orders.

See Appendix C for Road Maintenance specifications to assist in pricing for Pre/During/Post-Haul road maintenance.

Road Reconstruction and Construction are within scope of this project; however, pricing is not required. Individual Call Orders will address this type of work, if included.

See Section 53 of this Solicitation for instructions on the submission of proposals in addition to the proposal requirements.

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SCHEDULE OF ITEMS:

| <u>ALL</u> STEWARDSHIP ACTIVITIES FOR EACH NATIONAL FOREST SECTION <u>OF INTEREST</u> MUST BE PRICED IN ORDER FOR A CONTRACTOR TO BE CONSIDERED FOR AWARD. | | | | | |
|---|--|-----------------|-------------|-------------------|---------------|
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| 1 | Commercial Harvest and Removal of Included Timber – All forests | 500 | AC | | |
| | ARAPAHO & ROOSEVELT NATIONAL FORESTS | | | | |
| 2 | Cut, Skid, and Remove Non-sawtimber | 300 | AC | | |
| 3 | Cut, Skid and Deck Non-sawtimber | 300 | AC | | |
| 4 | Cut, Skid and Remove Biomass | 200 | AC | | |
| 5 | Masticate/Chip Non-included Material | 200 | AC | | |
| 6 | Mechanical Cutting and Piling Non-included Material | 200 | AC | | |
| 7 | Mechanical Cutting and Lopping Non-included Material | 200 | AC | | |
| 8 | Hand Cutting and Piling Non-included Material | 200 | AC | | |
| 9 | Hand Cutting and Lopping Non-included Material | 200 | AC | | |
| 10 | Removal of Piled Material | 200 | AC | | |
| 11 | Road Maintenance (Pre, During, Post) | 10 | MI | | |
| 12 | Road Reconstruction and Construction per Call Order Specifications | NA | MI | | |
| | WHITE RIVER NATIONAL FOREST | | | | |
| 15 | Cut, Skid, and Remove Non-sawtimber | 300 | AC | | |
| 16 | Cut, Skid and Deck Non-sawtimber | 300 | AC | | |
| 17 | Cut, Skid and Remove Biomass | 200 | AC | | |
| 18 | Masticate/Chip Non-included Material | 200 | AC | | |
| 19 | Mechanical Cutting and Piling Non-included Material | 200 | AC | | |
| 20 | Mechanical Cutting and Lopping Non-included Material | 200 | AC | | |
| 21 | Hand Cutting and Piling Non-included Material | 200 | AC | | |
| 22 | Hand Cutting and Lopping Non-included Material | 200 | AC | | |
| 23 | Removal of Piled Material | 200 | AC | | |
| 24 | Road Maintenance (Pre, During, Post) | 10 | MI | | |
| 25 | Road Reconstruction and Construction per Call Order Specifications | N/A | MI | | |

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| 19. ITEM NO. | PIKE & SAN ISABEL NATIONAL FORESTS | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 30 | Cut, Skid, and Remove Non-sawtimber | 300 | AC | | |
| 31 | Cut, Skid and Deck Non-sawtimber | 300 | AC | | |
| 32 | Cut, Skid and Remove Biomass | 200 | AC | | |
| 33 | Masticate/Chip Non-included Material | 200 | AC | | |
| 34 | Mechanical Cutting and Piling Non-included Material | 200 | AC | | |
| 35 | Mechanical Cutting and Lopping Non-included Material | 200 | AC | | |
| 36 | Hand Cutting and Piling Non-included Material | 200 | AC | | |
| 37 | Hand Cutting and Lopping Non-included Material | 200 | AC | | |
| 38 | Removal of Piled Material | 200 | AC | | |
| 39 | Road Maintenance (Pre, During, Post) | 10 | MI | | |
| 40 | Road Reconstruction and Construction per Call Order Specifications | N/A | MI | | |
| | SAN JUAN NATIONAL FOREST | | | | |
| 45 | Cut, Skid, and Remove Non-sawtimber | 300 | AC | | |
| 46 | Cut, Skid and Deck Non-sawtimber | 300 | AC | | |
| 47 | Cut, Skid and Remove Biomass | 200 | AC | | |
| 48 | Masticate/Chip Non-included Material | 200 | AC | | |
| 49 | Mechanical Cutting and Piling Non-included Material | 200 | AC | | |
| 50 | Mechanical Cutting and Lopping Non-included Material | 200 | AC | | |
| 51 | Hand Cutting and Piling Non-included Material | 200 | AC | | |
| 52 | Hand Cutting and Lopping Non-included Material | 200 | AC | | |
| 53 | Removal of Piled Material | 200 | AC | | |
| 54 | Road Maintenance (Pre, During, Post) | 10 | MI | | |
| 55 | Road Reconstruction and Construction per Call Order Specifications | NA | MI | | |

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| 19. ITEM NO. | GRAND MESA – UNCOMPAHGRE - GUNNISON NATIONAL FORESTS | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 60 | Cut, Skid, and Remove Non-sawtimber | 300 | AC | | |
| 61 | Cut, Skid and Deck Non-sawtimber | 300 | AC | | |
| 62 | Cut, Skid and Remove Biomass | 200 | AC | | |
| 63 | Masticate/Chip Non-included Material | 200 | AC | | |
| 64 | Mechanical Cutting and Piling Non-included Material | 200 | AC | | |
| 65 | Mechanical Cutting and Lopping Non-included Material | 200 | AC | | |
| 66 | Hand Cutting and Piling Non-included Material | 200 | AC | | |
| 67 | Hand Cutting and Lopping Non-included Material | 200 | AC | | |
| 68 | Removal of Piled Material | 200 | AC | | |
| 69 | Road Maintenance (Pre, During, Post) | 10 | MI | | |
| 70 | Road Reconstruction and Construction per Call Order Specifications | N/A | MI | | |
| | BLACK HILLS NATIONAL FOREST | | | | |
| 75 | Cut, Skid, and Remove Non-sawtimber | 300 | AC | | |
| 76 | Cut, Skid and Deck Non-sawtimber | 300 | AC | | |
| 77 | Cut, Skid and Remove Biomass | 200 | AC | | |
| 78 | Masticate/Chip Non-included Material | 200 | AC | | |
| 79 | Mechanical Cutting and Piling Non-included Material | 200 | AC | | |
| 80 | Mechanical Cutting and Lopping Non-included Material | 200 | AC | | |
| 81 | Hand Cutting and Piling Non-included Material | 200 | AC | | |
| 82 | Hand Cutting and Lopping Non-included Material | 200 | AC | | |
| 83 | Removal of Piled Material | 200 | AC | | |
| 84 | Road Maintenance (Pre, During, Post) | 10 | MI | | |
| 85 | Road Reconstruction and Construction per Call Order Specifications | N/A | MI | | |

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| 19. ITEM NO. | BIGHORN NATIONAL FOREST | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 86 | Cut, Skid, and Remove Non-sawtimber | 300 | AC | | |
| 87 | Cut, Skid and Deck Non-sawtimber | 300 | AC | | |
| 88 | Cut, Skid and Remove Biomass | 200 | AC | | |
| 89 | Masticate/Chip Non-included Material | 200 | AC | | |
| 90 | Mechanical Cutting and Piling Non-included Material | 200 | AC | | |
| 91 | Mechanical Cutting and Lopping Non-included Material | 200 | AC | | |
| 92 | Hand Cutting and Piling Non-included Material | 200 | AC | | |
| 93 | Hand Cutting and Lopping Non-included Material | 200 | AC | | |
| 94 | Removal of Piled Material | 200 | AC | | |
| 95 | Road Maintenance (Pre, During, Post) | 10 | MI | | |
| 96 | Road Reconstruction and Construction per Call Order Specifications | N/A | MI | | |
| | MEDICINE BOW-ROUTT NATIONAL FOREST | | | | |
| 97 | Cut, Skid, and Remove Non-sawtimber | 300 | AC | | |
| 98 | Cut, Skid and Deck Non-sawtimber | 300 | AC | | |
| 99 | Cut, Skid and Remove Biomass | 200 | AC | | |
| 100 | Masticate/Chip Non-included Material | 200 | AC | | |
| 101 | Mechanical Cutting and Piling Non-included Material | 200 | AC | | |
| 102 | Mechanical Cutting and Lopping Non-included Material | 200 | AC | | |
| 103 | Hand Cutting and Piling Non-included Material | 200 | AC | | |
| 104 | Hand Cutting and Lopping Non-included Material | 200 | AC | | |
| 105 | Removal of Piled Material | 200 | AC | | |
| 106 | Road Maintenance (Pre, During, Post) | 10 | MI | | |
| 107 | Road Reconstruction and Construction per Call Order Specifications | N/A | MI | | |

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| 19. ITEM NO | NEBRASKA NATIONAL FOREST | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|----------------|--|-----------------|-------------|-------------------|---------------|
| 108 | Cut, Skid, and Remove Non-sawtimber | 300 | AC | | |
| 109 | Cut, Skid and Deck Non-sawtimber | 300 | AC | | |
| 110 | Cut, Skid and Remove Biomass | 200 | AC | | |
| 111 | Masticate/Chip Non-included Material | 200 | AC | | |
| 112 | Mechanical Cutting and Piling Non-included Material | 200 | AC | | |
| 113 | Mechanical Cutting and Lopping Non-included Material | 200 | AC | | |
| 114 | Hand Cutting and Piling Non-included Material | 200 | AC | | |
| 115 | Hand Cutting and Lopping Non-included Material | 200 | AC | | |
| 116 | Removal of Piled Material | 200 | AC | | |
| 117 | Road Maintenance (Pre, During, Post) | 10 | MI | | |
| 118 | Road Reconstruction and Construction per Call Order Specifications | N/A | MI | | |
| | SHOSHONE NATIONAL FOREST | | | | |
| 119 | Cut, Skid, and Remove Non-sawtimber | 300 | AC | | |
| 120 | Cut, Skid and Deck Non-sawtimber | 300 | AC | | |
| 121 | Cut, Skid and Remove Biomass | 200 | AC | | |
| 122 | Masticate/Chip Non-included Material | 200 | AC | | |
| 123 | Mechanical Cutting and Piling Non-included Material | 200 | AC | | |
| 124 | Mechanical Cutting and Lopping Non-included Material | 200 | AC | | |
| 125 | Hand Cutting and Piling Non-included Material | 200 | AC | | |
| 126 | Hand Cutting and Lopping Non-included Material | 200 | AC | | |
| 127 | Removal of Piled Material | 200 | AC | | |
| 128 | Road Maintenance (Pre, During, Post) | 10 | MI | | |
| 129 | Road Reconstruction and Construction per Call Order Specifications | N/A | MI | | |

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| 19. ITEM NO | RIO GRANDE NATIONAL FOREST | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT | | | | | | | | | | |
|---|--|-----------------|-----------------|-------------------------|---------------|---------|---------|----------|-----------------|-------------------------|------|------|------|------|------|
| 130 | Cut, Skid, and Remove Non-sawtimber | 300 | AC | | | | | | | | | | | | |
| 131 | Cut, Skid and Deck Non-sawtimber | 300 | AC | | | | | | | | | | | | |
| 132 | Cut, Skid and Remove Biomass | 200 | AC | | | | | | | | | | | | |
| 133 | Masticate/Chip Non-included Material | 200 | AC | | | | | | | | | | | | |
| 134 | Mechanical Cutting and Piling Non-included Material | 200 | AC | | | | | | | | | | | | |
| 135 | Mechanical Cutting and Lopping Non-included Material | 200 | AC | | | | | | | | | | | | |
| 136 | Hand Cutting and Piling Non-included Material | 200 | AC | | | | | | | | | | | | |
| 137 | Hand Cutting and Lopping Non-included Material | 200 | AC | | | | | | | | | | | | |
| 138 | Removal of Piled Material | 200 | AC | | | | | | | | | | | | |
| 139 | Road Maintenance (Pre, During, Post) | 10 | MI | | | | | | | | | | | | |
| 140 | Road Reconstruction and Construction per Call Order Specifications | N/A | MI | | | | | | | | | | | | |
| For the purposes of pricing Items 2 through 85 above, consider <u>no</u> timber product value being traded. HOWEVER , under BPA calls for Stewardship activities, timber product value will be used to off-set service costs, when included. | | | | | | | | | | | | | | | |
| <p align="center">See Appendix A for Service Work Specifications, Appendix B for Timber specifications, and Appendix C for Road Maintenance specifications to assist in pricing.</p> | | | | | | | | | | | | | | | |
| <p align="center">**This BPA will issue future Call Orders that will either include timber product removal (IRSC) <u>OR</u> service-work only, in which no timber product removal is included (service contract).**</p> | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>SPECIES</th> <th>PRODUCT</th> <th>QUANTITY</th> <th>UNIT OF MEASURE</th> <th>MINMUM ACCEPTABLE OFFER</th> </tr> </thead> <tbody> <tr> <td>N/A*</td> <td>N/A*</td> <td>N/A*</td> <td>N/A*</td> <td>N/A*</td> </tr> </tbody> </table> | | | | | | SPECIES | PRODUCT | QUANTITY | UNIT OF MEASURE | MINMUM ACCEPTABLE OFFER | N/A* | N/A* | N/A* | N/A* | N/A* |
| SPECIES | PRODUCT | QUANTITY | UNIT OF MEASURE | MINMUM ACCEPTABLE OFFER | | | | | | | | | | | |
| N/A* | N/A* | N/A* | N/A* | N/A* | | | | | | | | | | | |
| <p>*BPA Calls will have project-specific species, products, quantities, and units of measure with minimum acceptable rates. Units of Measure will vary, and values of timber products removed will be applied at Fixed Rates.</p> | | | | | | | | | | | | | | | |

AMENDMENT 002

1. FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

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

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (*e.g.*, use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to [41 U.S.C. chapter 71](#), Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

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

(g) Invoice. (Using IPP now) See #44.

- (1) The Contractor shall submit an original invoice and three copies (*or electronic invoice*, if authorized) to the address designated in the contract to receive invoices. An invoice must include-
 - (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Contract number, line-item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to notify in event of defective invoice; and

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(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C.3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. -

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C.3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

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- (iii) *Final decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if-
- (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
- (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-
- (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR [32.608-2](#) in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

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

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

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(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

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

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41 U.S.C. chapter 87](#), Kickbacks; [41 U.S.C. 4712](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at [52.212-5](#).
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The [Standard Form 1449](#).
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

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(v) Incorporation by reference. The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

ADDENDUM TO FAR 52.212-4

The following clauses are hereby incorporated by reference or full text as appropriate:

| NUMBER | TITLE | DATE |
|------------|---|----------|
| 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 (ALTERNATE I) | NOV 1991 |
| 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 |
| 52.242-14 | SUSPENSION OF WORK | APR 1984 |
| 52.246-12 | INSPECTION OF CONSTRUCTION | AUG 1996 |
| 452.236-71 | PROHIBITION AGAINST THE USE OF LEAD-PAINT | NOV 1996 |
| 452.236-73 | ARCHEOLOGICAL OR HISTORIC SITES | FEB 1988 |
| 452.236-76 | SAMPLES AND CERTIFICATES | FEB 1988 |

2. PROJECT DESCRIPTION

(a) Description of Work- This solicitation and any resultant Blanket Purchase Agreements are a stewardship project in accordance with 2018 Omnibus and Farm Bill. This is a commercial item acquisition that has been tailored to include fitting the Government’s method of trading goods for services in Stewardship instruments. Work activities include commercial and noncommercial thinning, hand thinning and piling, grapple piling, mastication of fuels, biomass utilization and road maintenance.

(b) Description of Conditions –

- Commercial harvest could be conifer species including but not limited to: Ponderosa pine, Douglas-fir, lodgepole pine, Engelmann spruce, blue spruce, white fir, subalpine fir, and aspen or any combination thereof. Average stand will range between 8 CCF – 30 CCF per acre, with average sawtimber diameter between 7–18 inches DBH.
- All harvest operations are ground based on slopes of generally less than 35% with skidding on a variety of terrain. Maximum skid distances are typically not more than 1800 feet.

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- Non-sawtimber removal may include any or all species listed above and may include material greater than five (5) inches DBH up to the minimum sawtimber diameter specifications.
- Non-included material is any conifer species and/or size that is not included in Appendix B, Division A Utilization Standards.
- Removal of Piled material may occur on landings along open roadways and temporary roads.
- Roads scheduled for closure typically have cross slopes of 20% or less, and material (trees, logs, and boulders) is generally available in the area.
- Normal Operating Season will vary between forests and districts based on geographic location.

General Guidelines:

This BPA will issue future calls for a single Hazardous Fuels & Restoration project area located on National Forest Lands. The scope covers Federal and local agency lands within the boundaries of the Arapaho-Roosevelt, **Bighorn**, Black Hills, Grand Mesa-Uncompahgre-Gunnison, **Medicine Bow-Routt, Nebraska**, Pike-San Isabel, **Rio Grande**, San Juan, **Shoshone**, and White River National Forests. Work may also be accomplished on private lands, but the BPA call will be issued and administered by a Government entity.

The overall objectives of the project are:

1. Improve and protect:
 - a. The vitality and resiliency of forest and range ecosystems to threats from fire, insect, disease, and invasive and noxious species, including maintaining soil productivity and the use of prescribed fire or vegetation removal to promote healthy forests and rangelands;
 - b. Water resources including watershed health and productivity, water quantity and quality;
 - c. Habitat for wildlife and fish;
 - d. Air quality, including minimizing air quality impacts by removing excess biomass before the introduction of fire; and
 - e. The commercial value of forest biomass for producing electric energy and other beneficial uses.
2. Reduce:
 - a. Hazardous forest fuels on federal lands;
 - b. Fire hazards to private lands, at-risk communities, and municipal water supplies; and other improvements
 - c. Threat of catastrophic fire to T&E species habitat; and
 - d. Effects of insect & disease epidemic; and
 - e. Prevalence of noxious and exotic plants and promote reestablishment of native species.

- (b) Resulting Award – BPA calls will be issued against any resultant Blanket Purchase Agreements and reference the parent Blanket Purchase Agreement when ordered by warranted contracting personnel from any Federal, State, County, or Local agency within 150 miles of the boundaries of the Arapaho-Roosevelt, **Bighorn**, Black Hills, Grand Mesa-Uncompahgre-Gunnison, **Medicine**

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Bow-Routt, Nebraska, Pike-San Isabel, Rio Grande, San Juan, Shoshone, and White River National Forests.

- (c) Additionally, any Stewardship IRSC contract will include an Appendix A for service work specifications, Appendix B for the removal of timber products, Appendix C for associated road maintenance and Appendix D, if applicable, for road construction/reconstruction. Stewardship service contracts will only include an Appendix A for service work specifications.

3. SPECIFICATIONS

General specifications for each Contract Activity individually described by an item number in the Schedule of Service Items can be found in Appendix A (note: specifications may change at time of BPA call creation). Specifications for timber removal can be found in Appendix B and associated road plans and specifications in Appendix C for Stewardship related projects. Projects that include road construction or reconstruction will be addressed in individual Calls and may include Appendix D.

4. 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.

5. 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. Actual acceptance will adhere to the requirements in each BPA call.

6. GOVERNMENT QUALITY ASSURANCE SURVEILLANCE PLAN

Quality assurance plans specific to individual items will be found in Appendix A or provided at time of BPA call issuance.

7. FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **10 calendar days** after receipt of Notice to Proceed or Order for specific work items, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **as the date specified on each BPA call**. The time stated for completion shall include final cleanup of the premises.

8. PERIOD OF PERFORMANCE

AGAR 452.211-74 PERIOD OF PERFORMANCE (FEB 1988)

The period of performance of these Blanket Purchase Agreements is **10 years from date of contract award**.

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with option to extend up to 20 years.

Call Order Issuance

Call Orders may extend up to 2 years past the expiration of the BPA.

9. FAR 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 10 years.

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

(c) A delivery order or task order is considered "issued" when—

- (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
- (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
- (3) If sent electronically, the Government either—
 - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
 - (ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

10. FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **\$2,500.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for a single item in excess of **\$2,000,000.00 service activities**;
- (2) Any order for a combination of items in excess of **\$5,000,000.00 service activities**; or
- (3) A series of orders from the same ordering office within 15 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

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11. ORDER PROCEDURES (Multiple Award)

The following provision defines the process by which (1) Fair Opportunity for Award will be afforded; (2) BPA calls will be processed and priced; and (3) BPA calls will be awarded.

(a) Fair Opportunity for Consideration:

1. One or more BPA Calls will be issued during the performance period of the resulting Blanket Purchase Agreement. The Contracting Officer's (CO) decision to issue a BPA Call to a particular awardee shall be based on the criteria stated below. The CO will give each qualifying (Business Status) awardee a "fair opportunity" to be considered for each order in excess of \$2,500 unless one of the conditions in paragraph (2) below applies.

2. Exceptions to Fair Opportunity for Consideration: Awardees will not be given a fair opportunity to be considered for requirements which are expected to exceed \$2,500 when the Contracting Officer determines one of the following conditions apply:

- A. The agency need for the services is so urgent that providing such opportunity would result in unacceptable delays;*
- B. Agency Cooperators provision of matching value under Stewardship Activities.*
- C. Only one such awardee is capable of providing such services required at the level of quality required because the services ordered are unique or highly specialized; or*
- D. The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given fair opportunity to be considered for the original order.*

(b) Selection Criteria for Awarding a BPA call

The Government will evaluate the BPA call proposals against selection criteria. At a minimum, the Government's award decision will be based on selection criteria addressing key personnel, equipment, relative past performance, local community, and price.

Evaluation of relevant past performance will be based on each awardee's original past performance data as supplemented by the Government and contractor during the life of the Agreement. As work proceeds under this Agreement, it is probable that the relevant past performance data submitted with the original Agreement solicitation proposal will be disregarded for current performance reports received on BPA calls performed under an Agreement. In addition, individual BPA call selection criteria may include other factor(s) relevant to the particular call. The order of importance for the factors will be identified on each individual project call.

(c) BPA call quote process

1. A warranted Contracting Officer, regardless of Agency, responsible for acquisitions within the area defined in the Scope of Work must issue any BPA call exceeding \$2,500. The Contracting Officer will issue a BPA Call RFQ-Request for Quote to all contractors unless the work is specifically set aside for sole source under Stewardship when a cooperating partner is providing added value for that specific project unit. If a Fair Opportunity Exception Applies, the BPA call quote request will be issued to the designated group or single contractor, as applicable. The BPA call quote request will include a due date for quote/proposal submission and a Statement of Work (SOW) which includes a detailed description of work to be

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accomplished, a listing of the deliverables required, and additional data as appropriate. The BPA call quote request will also include specific instructions for the submission of offers, the selection criteria factors, the factors' order of importance, and other information deemed appropriate.

2. Awardees under their Blanket Purchase Agreement will generally be allowed **30 working days** to prepare and submit quotes or proposals. However, more or less time may be necessary based on the requirements. The due date shall be set forth in each BPA call quote request. *If an awardee is unable to perform a requirement, the awardee may "NO QUOTE" the BPA call quote request. All "NO QUOTE" shall include a brief statement as to why the awardee is unable to perform (i.e., Conflict of Interest).* While no mandatory requirement exists for the submission of a proposal/quote, firms consistently declining to submit offers for availability reasons may jeopardize their ability to receive future BPA calls.

3. Technical Proposals. A BPA Call request for quotes (RFQ) or proposals **MAY** include the demand for any or all of the following information depending upon the complexity of the project:

- * Technical Approach (Including Operating Plan, Benefit to Local Community, and Biomass Utilization)
- * Key Personnel utilized
- * Quality control plan
- * Quantities/hours of personnel by labor categories
- * Quantities/hours of equipment by specific type
- * Other Direct Costs (ODCs) (e.g., material not provided by the Government, mobilization, etc.)
- * Site Specific augmentation to the Formal Letter of Agreement's Safety Plan
- * Performance Work Plan Schedule
- * Use of Government Property
- * Necessary flagging requirements
- * Teaming Arrangement to include subcontracting from the list of approved subcontractors established at time of award

Technical proposal information will be streamlined to no more than 5 (five) pages; excluding any Safety Plan augmentation and the Performance Work Plan Schedule. Proposals shall not merely restate the BPA Call's work statement requirements or Statement of Work.

4. Price Quotes. A written price quote will always be required on the face of each BPA call form. Completing the form with an authorized signature will, in most cases, represent the sum of a firm's price quote. Pricing will only be provided to the Contracting Officer.

5. Clarification of Offer: Quotes/Proposals will be evaluated in accordance with selection criteria set forth in the BPA calls Request for Quotes. If necessary, during the evaluation of quotes/proposals the Government may contact an Agreement holder with questions concerning their quote/proposal. Upon completion of evaluations, the CO will issue a BPA call to the awardee whose proposal is most advantageous to the Government.

6. BPA Call Issuance: Calls may be issued verbally, by facsimile, or by electronic commerce methods. However, all calls must be finalized in writing and provided to the Contracting Officer with the appropriate signatures and agreed upon pricing for stated pay items.

7. Unauthorized Work: The Contractor is not authorized to commence performance prior to issuance of a signed BPA call and Notice to Proceed or verbal approval provided by the CO to begin work.

8. BPA call Funding Restrictions: No unfunded calls are authorized under this Agreement.

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9. The acceptance of a contractor’s quote/proposal by Contracting Officer and any subsequent issuance of a signed BPA call makes said call a binding contract.

12. SCHEDULES AND REPORTS

Pursuant to contract requirements, the following submittals are required within 10 days after issuance of a Notice to Proceed or BPA call for review and/or approval, unless stated elsewhere in the specifications or otherwise mutually agreed:

| ITEM DESCRIPTION |
|--|
| Proposed progress schedule showing starting and completion dates of various phases of the work. |
| List of proposed sub-contractors and their intended work. Subcontractors must have Contracting Officer’s Written approval prior to starting work on the project. Submit on Standard Form 1413. |
| Traffic Control Plan |
| Soil Erosion and Water Pollution Control Plan |
| Designation of Contractor personnel describing responsibilities and authorities |

All schedules and reports shall be submitted to the **COR identified in the BPA call.**

13. 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 the specifications set forth in each individual BPA call under Measurable Performance Standards.

The value of work completed and timber removed will be documented in an Integrated Resource Statement of Account produced by Forest Products Financial System (FPFS) monthly when harvesting operations are underway.

14. STEWARDSHIP CREDITS

Stewardship Credits are credits that are earned and established when work listed in the 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 of Items. Unless otherwise indicated in the Schedules, credits will be earned based upon Actual Quantities accomplished and accepted.

15. 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.

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Stewardship credits will not be established for work that is in progress that has not been accepted by the Forest Service.

16. 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.

(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 deposits 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 Surety Bond.

(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.

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

17. 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.

18. 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 Optional activities, the Contractor shall make cash payment for the excess timber value.

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19. 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.

20. 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.

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

A post award conference with the successful offeror is required. It will be scheduled within **10** days after the date of contract award. The conference will be held at **a location designated in the award letter and as specified in each BPA Call.**

22. FAR 52.236-4 PHYSICAL DATA (APR 1984)

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

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

23. USE OF PREMISES

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.

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The Contractor shall comply with the regulations governing the operation of premises which are occupied and shall perform his contract in such a manner as not to interrupt or interfere with the conduct of Government business.

Before any camp is opened or operated on National Forest land or lands administered by the Forest Service, written permission shall be obtained through the Contracting Officer. A camp is interpreted to include the camp site or trailer parking area of any employee working on the project for the Contractor. Such permission, if granted, will be without charge to the Contractor.

The Contractor shall request permission (in writing) from the appropriate Ranger District to use campsites. If permission is granted, the District Ranger's letter shall specify all conditions and requirements.

It is further stipulated that in addition to clean-up of any camp sites, the Contractor is required to remove all equipment from National Forest land before final acceptance and payment of the project.

Portable chemical toilets, self-contained holding tanks, approved pit or vault toilets which meet State Code are required.

24. AGAR 452.237-74 KEY PERSONNEL (FEB 1988)

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

Overall Project Manager

Logging Supervisor

Fuels Treatment Supervisor (for non-commercial activities)

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.

25. EMPLOYMENT OF ELIGIBLE WORKERS

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

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If workers are hired under the H-2B program, (8 CFR Section 274A provisions of the Immigration and Nationality Act (INA) for the admission of nonimmigrants to the U.S. to perform temporary labor or services) a Temporary Employment Certification issued by the Office of Foreign Labor Certification (OFLC) in the Department of Labor Employment and Training Administration is required. For further information on the requirements of the H-2B program, visit OFLC's website at <https://www.dol.gov/agencies/eta/foreign-labor> or Wage and Hour's website at <https://www.dol.gov/agencies/whd/flsa>.

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

1. Definitions

A. H-2B worker: as used in this part means a nonimmigrant holding a visa authorizing the individual to legally work in the US to perform temporary labor or services. A worker with an H-2B visa (H-2B worker) may also be considered a migrant agricultural worker under MSPA depending on the type and nature of work performed.

2. Migrant Agricultural Worker and Seasonal Agricultural Worker: as used in this part means individuals employed for agricultural (including forestry) work on a seasonal or temporary basis.

- a) A worker, moving from one seasonal activity to another, is employed on a seasonal basis even though the worker may continue to be employed during a major portion of the year.
- b) An overnight absence from the migrant workers permanent place of residence is required.
- c) Members of the contractor's immediate family are not considered migrant or seasonal workers. Immediate family includes:
 - Spouse
 - Children, stepchildren, or foster children
 - Parents, stepparents, or foster parents, or
 - Brothers and sisters

3. Farm Labor Contractor (FLC). As used in this part means a person including an individual, partnership, association, joint stock company or a corporation, who, for any money or other valuable consideration, paid or promised to be paid, performs any recruiting, soliciting, hiring, employing, furnishing, or transporting of any migrant or seasonal agricultural worker.

4. Registration Requirements

A. Any contractor providing or hiring H-2B nonimmigrants for work under this contract shall provide a copy of their Temporary Employment Certificate. General information about the H-2B program can be found on Fact Sheet # 78 at <https://www.dol.gov/agencies/whd/fact-sheets/78-h2b-overview>. Contractors can apply for the certificate online through the US DOL Foreign Labor Application Gateway (FLAG) System at <https://flag.dol.gov>.

B. Any contractor who meets the definition in (2.c.) above providing or hiring migrant or seasonal workers to perform agricultural or manual forestry work shall first obtain a Federal DOL Farm Labor Contractor Certificate of Registration (https://www.dol.gov/whd/forms/fts_wh530.htm). The contractor shall carry the certificate at all times while engaged in contract performance and

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shall display it upon request. Any of the contractor's employees who perform any one or more of the activities defined as an FLC in paragraph (2.c.) must have their own FLC Employee Certificate. General information about MSPA can be found on Fact Sheet #49 at DOL Wage and Hour Divisions webpage <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/whdfs49.pdf>.

5. Certifications

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

6. Worker Protections

A. Worker Information Posters

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

B. Personal protective equipment

- a) 29 CFR 1910 Subpart I, OSHA's General Industry personal protective equipment (PPE) standard contains the general requirements for the provision of personal protective equipment and requires employers to perform a hazard assessment to select appropriate PPE for hazards that are present or likely to be present in the workplace. OSHA requires that many categories of personal protective equipment meet or be equivalent to standards developed by the American National Standards Institute (ANSI).
- b) Before a worker begins operating equipment, the contractor shall train the workers on the safe operation and use of the equipment.
- c) The contractor shall provide the appropriate personal protective equipment for the work required to be performed in the contract, wherever necessary by reason of hazards or processes encountered that may cause injury or impairment in the function of any part of the body. Except for foot protection, all PPE must be provided by the employer at no cost to the employee. Includes:
 - Head Protection
 - Hearing Protection
 - Eye/Face Protection
 - Leg Protection
 - Foot Protection
 - Hand Protection
- d) PPE must be sanitary and in reliable condition. Do not use defective or damaged PPE. PPE must be inspected prior to use on each work shift to ensure it is in serviceable condition.

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- e) A checklist of applicable PPE guidelines typical for the work performed under this contract is provided. This does not relieve the contractor of the responsibility of performing a risk assessment or providing the necessary PPE for their operations.

References:

<https://www.osha.gov/personal-protective-equipment> or OSHA 3151-12R 2003 Personnel Protective Equipment Booklet. The booklet can be found at <https://www.osha.gov/Publications/osha3151.pdf>

- f) Manual Logging and Forestry Related activities:
<https://www.osha.gov/SLTC/etools/logging/manual/logger/personal equip.html>
- g) General Machine and Vehicles Logging and Forestry Related activities:
<https://www.osha.gov/SLTC/etools/logging/mechanical/machines.html>

C. Field Sanitation.

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

- 7. Employment Requirements - Fact Sheets with relevant information may be found at <https://www.dol.gov/agencies/whd/fact-sheets/78-h2b-overview>. (English) or <https://www.dol.gov/agencies/whd/fact-sheets/69-h2b-requirements/espanol> (Spanish).
 - A. Contractors employing workers in forestry related work are required to comply with wage and payroll standards and recordkeeping requirements. Refer to Fact Sheet #63: Application of Federal Labor Laws to Reforestation found on the DOL Wage and Hour Division webpage.
 - B. Contractor Employee List. Contractors are required to maintain and provide upon request an active list of all employees performing work on the job site under this contract. The Employee List will identify employees by full name (aliases), supervisory duties if applicable, and appropriate labor Occupation Code for work performed under the Service Contract Act Wage Rates applicable to this contract. If Subcontractors are utilized, all tiers of subcontractor(s) are responsible for providing the same information for their employees to the Prime for submittal to the Contracting Officer.
- 8. Transportation
 - A. The contractor shall be registered to transport employees, unless employees provide their own transportation or carpool by their own arrangement in one of their own vehicles. Authorization for each vehicle that will be used to transport employees must appear on the contractor's certificate. If the contractor directs or requests employees to carpool, the registration requirement is applicable. Any driver, who transports workers for a fee or at the direction of the contractor, shall be registered as an FLC or an FLC employee.
 - B. See Fact Sheet #50: Transportation under the MSPA, for more information about the vehicle safety standards, driver's licensing requirements, and vehicle insurance requirements. Note that separate transportation requirements may apply if there are H-2B workers.

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9. Housing

- A. The authorization to furnish housing, other than commercial lodging certified by a health authority or other appropriate agency, must appear on the contractor's certificate. Contractors should contact their local Wage and Hour Division of the DOL for further information on the requirements of the Act.
- B. Camping Requirements. The Forest Service (FS) has various camping opportunities. Check with local FS unit for camping requirements, camping permits may be required. Verify local fire restriction policies. If camps will be used to house workers subject to MSPA, they are also subject to the temporary labor camp standards at 29 CFR 1910.142. The Forest Service reserves the right to terminate a camping permit at any time. These requirements are in addition to those contained in or provided for under the clause titled 452.236-72 Use of Premises in this contract. Any violation of these conditions constitutes a breach of contract and may result in revocation of camping approval.
 1. Every structure used as shelter must provide protection from the elements. Where adequate heat is not provided, make other arrangements to protect workers from the cold. Cut firewood only after a District Firewood Permit is obtained.
 2. The campsite must not encroach beyond the boundaries designated by the Forest Service. The campsite location must minimize impacts on streams, lakes, and other bodies of water. Camping is not permitted within developed recreational sites or along primary recreational roads.
 3. The campsite must have a clean appearance at all times. Upon abandonment of any campsite, or termination, revocation, or cancellation of camping privileges, the contractor shall remove, within 10 calendar days, all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in the camping permit. Structures or improvements the contractor fails to remove within the 10-calendar day period becomes the property of the United States, however, the contractor remains liable for the cost of the removal and restoration of the site.
 4. Unless otherwise designated by the CO, the use of the area is not exclusive and may be granted to other permittees, contractors, or recreating public. Disorderly conduct is not permitted.
 5. Damaging or removing any natural feature or other property of the Forest Service is prohibited.
 6. Servicing of equipment in the campsite is not permissible unless the campsite is within the project area.
 7. Provide sanitary facilities for storing food. Provide ice chests or coolers, with ice supply made from potable water, and replenish, as necessary. Provide sufficient storage for perishable food items.

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8. Provide an adequate and convenient potable water supply in each camp for drinking and cooking purposes.
9. Provide adequate toilet facilities and toilet paper for the capacity of the camp. Service and maintain facilities in a sanitary condition.
10. Collect, store, and dispose of garbage in a manner to discourage rodent access, minimize attraction of flies, and prevent scattering by wind
11. Maintain basic first aid supplies available, which must be under the charge of a person trained to administer first aid.

The basic supplies must include:

- Gauze pads (at least 4x4 inches)
 - Two large gauze pads (at least 8x10 inches)
 - Box adhesive bandages (such as band-aids)
 - One package of gauze roller bandage (at least 2-inches in width)
 - Two triangular bandages
 - Scissors
 - At least one blanket
 - Tweezers
 - Adhesive tape
 - Medical gloves, (latex or non-latex equivalent), and
 - Resuscitation device such as resuscitation bag, airway, or pocket mask.
12. Wash laundry in such a way that washing and rinsing will not pollute lakes, streams, or other flowing water.
 13. Dispose waste water away from living and eating areas and in such a way that minimizes pollution to lakes, streams, and other flowing water.
 14. The contractor shall take all reasonable precautions to prevent and suppress forest fires. Do not dispose of material by burning in open fires during the closed season established by law or regulation without the written permission from the Forest Service.
 15. If authorized to have an open fire, the Contractor shall comply with the following fire regulations:
 - A shovel, axe or Pulaski, a 10-quart pail, which is full of water for immediate use, and a fire extinguisher with an Underwriters Laboratory (UL) rating of at least 1:A 10:BC is required.
 - All fire rings or outside fireplaces must be approved by the Forest Service representative. The area must be cleared down to mineral soil for a distance of one foot outside of the ring or fireplace, and it must not have any overhanging material. Fire rings must be dismantled and material disposed prior to leaving the site.

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- All generators and other internal combustion engines must be equipped with Forest Service approved spark arrestors and/or factory designed muffler and exhaust system in good working order. They will be located in a cleared area with the same requirements as in described in the previous paragraph.
 - All fuel must be stored in UL approved flammable storage containers and be located at least 50 feet from any open flame or other source of ignition.
16. Contractors are required to provide certification of employment status as part of their representations, certifications, and acknowledgements at the time of submission of proposals/ offers/quotes.

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

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 Appendix B.

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.

27. EROSION PREVENTION AND CONTROL

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

If Contractor fails to do seasonal erosion control work prior to any seasonal period of precipitation or runoff, Forest Service may temporarily assume responsibility for the work and any unencumbered deposits

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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.

28. PROTECTION OF LAND SURVEY MONUMENTS

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 that 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.

29. PROTECTION OF IMPROVEMENTS

So far as practicable, the Contractor shall protect all physical improvements including, but not limited to, roads, trails, ditches, fences, waterlines and other improvements, existing in the contract area, determined to have continuing need or use, and designated on the Contract Area Map.

The Contractor shall keep all roads and trails needed for fire protection or other purposes and designated on the Contract Area Map reasonably free of equipment and products, slash, and debris resulting from the Contractor's operations. The Contractor shall make timely restoration of any such improvements damaged by the Contractor's operations and, when directed (because of such operations) shall move such improvements if and as specified by the Forest Service.

All protected improvements will be protected from damage by the Contractor. If any protected improvements are disturbed, the Contractor shall immediately contact the COR and will be liable for the cost of repairs.

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30. PROTECTION OF RESIDUAL TREES

Contractor's Operations shall not unnecessarily damage young growth or other trees to be reserved (see Appendix B.)

31. 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 the Forest Service.

32. PREVENTION OF OIL SPILLS

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

If the total oil or oil products storage exceeds 1,320 gallons 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.

Contractor shall notify Contracting Officer and appropriate agencies within 24 hours of all reportable (40 CFR 110) spills of oil or oil products on or in the vicinity of Contract Area that are caused by Contractor's employees, agents, contractors, Subcontractors, or their employees or agents, directly or indirectly, as a result of Contractor's Operations. Contractor will take whatever initial action may be safely accomplished to contain all spills.

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

33. NOXIOUS WEED CONTROL

- (1) In order to prevent the potential spread of noxious weeds onto National Forest lands, the Contractor shall be required to furnish the Forest Service with proof of weed-free equipment. 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.

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- (2) Noxious weeds are defined as any exotic plant species established or that may be introduced in the State, which may render the land unfit for agriculture, forestry, livestock, wildlife, or other beneficial uses and which is designated by applicable state agency or the local counties contractor is operating in, or by other appropriate agencies having jurisdiction.
- (3) All Off-road equipment and vehicles to be used at the job site shall be cleaned and certified free of noxious weeds and their seeds prior to entrance onto the National Forest. The restriction shall include equipment and vehicles intended for off-road use, as well as on road use, whether they are owned, leased, or borrowed by the Contractor or subcontractor.
- (4) Cleaning shall consist of the removal of all dirt, grease, debris, and materials that may harbor noxious weeds and their seeds. This may require the use of a pressure hose. Cleaning shall occur off Federal lands.
- (5) Equipment, materials and vehicles shall be visually inspected by a designated Forest Service Officer, and certified in writing to be reasonably clean and weed free (**use Equipment Cleaning Inspection/Verification Form**). Inspections will take place at a location designated by the Forest Officer in advance of equipment and material arrival. Equipment and vehicles are expected to proceed directly to the job site following the inspection. Forest Service has 2 days, excluding weekends and holidays, to inspect equipment.
- (6) 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.

34. MEADOW PROTECTION

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

35. WETLANDS PROTECTION

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

36. STREAMCOURSE PROTECTION

“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,

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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.

| STREAM PROTECTIONS | |
|--|---|
| CONTRACT AREA MAP LABEL | RESTRICTION |
| Streamcourse Protection, Meadow and Wetland Protection | A contour berm will be installed around equipment staging/refueling locations and be located at least 300 feet away from streams, wetlands, meadows and wet aspen stands. |
| Live Streamcourse Protection | Skidding within 100 feet of live streams shall not be permitted except at approved crossing locations. Skid trails shall be located high enough out of draws and swales to permit diversion of water runoff. Contractor shall inspect and open culverts and drainage structures, construct cross ditches for road runoff and take other reasonable measures to prevent erosion. |

37. 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.

38. ROAD MAINTENANCE

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

When two or more commercial users are simultaneously using the same road where Forest Service is not requiring maintenance deposits, the commercial users will develop maintenance responsibilities and arrangements for accomplishing the work. Forest Service must agree to this plan. If the commercial users cannot agree on maintenance responsibilities, Forest Service shall resolve the differences. If Contractor elects to use different roads than those listed, Forest Service shall determine Contractor’s commensurate

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share of road maintenance and revise road maintenance deposits. If Forest Service cannot perform its full commensurate share of road maintenance, Forest Service shall make a cash payment to Contractor for performance of such work.

Unless agreed in writing, prehaul maintenance shall be completed on any portion of road prior to hauling on that portion. Maintenance, as used in this contract, does not include road reconstruction or repairs of an extraordinary nature. **Note:** See Appendix C for Specifications.

39. USE BY OTHERS

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

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

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

40. INCIDENTAL PAYMENT ITEMS

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

41. 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.

Unless otherwise agreed in writing, when Contractor's Operations are in progress adjacent to or on Forest Service controlled roads and trails open to public travel, Contractor shall furnish, install, and maintain all temporary traffic controls that provide the user with adequate warning of hazardous or potentially hazardous conditions associated with Contractor's Operations. Contractor and Forest Service shall agree to a specific

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Traffic Control Plan for each individual project prior to commencing operations. Devices shall be appropriate to current conditions and shall be covered or removed when not needed. Except as otherwise agreed, flagmen and devices shall be as specified in the “Manual on Uniform Traffic Control Devices for Streets and Highways” (MUTCD) and as shown on Plans, Contract Area Map, Traffic Control Plan, or in specifications attached hereto.

Logging operations, thinning, slash treatments, and roadwork are inherently hazardous. Conditions, which are inherently hazardous, that could lead to serious injury or loss of life include, but are not limited to:

| | |
|--|---|
| 1. Traffic hazards | 5. Heavy equipment operations |
| a. Narrow gravel or native surface forest roads, some single lane with turnouts (limited visibility) | a. Backing into objects |
| b. Long, steep grades (less than 20%) | b. Steep side slopes or soft ground for rollovers |
| c. Logging, Administrative, and Recreational Traffic | c. Refueling hazards |
| d. Unskilled visitor traffic | d. Exceeding equipment limitations |
| e. Dusty conditions hindering visibility behind vehicles | e. Unsafe equipment / lack of safety equipment |
| f. Horse traffic at crossings | f. Operator fatigue |
| | g. May be overwidth/overweight equipment to watch for on roads |
| 2. Work environment | 6. Excavation |
| a. Inclement weather for potential hypo/hyperthermia | a. Slope or trench wall instability |
| b. High winds that can bring down trees and blow dust | b. Air quality/ventilation |
| c. Wet, snowy or ice conditions making ground unstable | |
| d. High dB noise | 7. Truck Driving & Trailer Towing |
| e. Insects, plants, animals | a. Increased stopping distance |
| f. Hazardous footing/terrain | b. Loads insecurely lashed |
| | c. Low clearances (power lines, etc.) |
| 3. Communications | |
| a. Cell phone or radio availability for emergencies | 8. Personnel |
| 4. Chainsaw operations | a. Carry adequate liquids to prevent dehydration |
| a. Improper safety equipment | b. Dress for working conditions including wearing appropriate safety equip. |
| b. Overhead/falling debris | c. Keep in communications for safety |
| c. Fatigue/improper cutting techniques | |

Contractor shall provide a job-specific safety plan, addressing mitigation of the hazards listed above and any other hazards known to the Contractor. The plan shall be presented at the post-award conference.

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42. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov/browse/index/far>
<https://www.acquisition.gov/agar>

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

- 52.228-2 Additional Bond Security (OCT 1997)
- 52.228-11 Pledges of Assets (AUG 2018)
- 52.228-14 Irrevocable Letter Of Credit (NOV 2014)

43. CONTRACTOR PERFORMANCE SYSTEM REGISTRATION

All Contractors shall ensure that they are registered with the Contractor Performance Assessment Reporting System (CPARS) within 30 days of contract award. System information can be found at:

<https://www.cpars.gov/>

44. INVOICE PROCESSING PLATFORM (IPP)

The "Submit Invoice-to" address for USDA orders is the Department of Treasury's Invoice Processing Platform (IPP). The Contractor must follow the instructions on how to register and submit invoices via IPP as prescribed in the previous communications from USDA and Treasury. All invoices shall be submitted via the electronic Invoice Processing Platform. This platform is managed by the U.S. Department of Treasury and additional information is available at this website: <https://www.ipp.gov/index.htm>.

Contractors register at: <https://www.ipp.gov/contractors/enrollment-contractors.htm> to establish an account.

45. AGAR 452.236-77 EMERGENCY RESPONSE (NOV 1996)

(a) Contractor's Responsibility For Fighting Fire.

- (1) The Contractor, under the provisions of FAR clause 52.236-9, PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS, shall immediately extinguish all fires on the work site other than those fires in use as a part of the work.
- (2) The Contractor may be held liable for all damages and for all costs incurred by the Government for labor, subsistence, equipment, supplies, and transportation deemed necessary to control or suppress a fire set or caused by the Contractor or the Contractor's agent or employees.

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

(c) Contractor's Responsibility for Responding to Emergencies. When directed by the Contracting Officer, the Contractor shall allow the Government to temporarily use employees and equipment from the work site for emergency work (anticipated to be restricted to firefighting). An equitable adjustment for the temporary use of employees and equipment will be made under the CHANGES clause, FAR 52.243-4.

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452.236-78 FIRE SUPPRESSION AND LIABILITY (MAY 2014)

- (a) **Contractor's Responsibility for Fire Fighting.** The Contractor, under the provisions of FAR clause 52.236-9, *Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements*, shall immediately extinguish all fires on the work site other than those fires in use as a part of the work. The Contractor may be held liable for all damages and for all costs incurred by the Government for labor, subsistence, equipment, supplies, and transportation deemed necessary to control or suppress a fire set or caused by the Contractor or the Contractor's agents or employees subject to the following fire classifications:
- (b) **Fire Suppression Costs.** The Contractor's obligations for cost of fire suppression vary according to(3) three classifications of fires as follows:
- (1) **Operations Fire.** An "operations fire" is a fire caused by the Contractor's operations other than a negligent fire. The Contractor agrees to reimburse Forest Service for such cost for each operations fire, subject to a maximum of the dollar amount of **\$ (Specified in Individual Call)**. The cost of the Contractor's actions, supplies, and equipment on any such fire, or otherwise provided at the request of Forest Service, shall be credited toward such maximum. If the Contractor's actual cost exceeds contractor's obligation stated above, Forest Service shall reimburse the contractor for the excess.
 - (2) **Negligent Fire.** A "negligent fire" is a fire caused by the negligence or fault of the Contractor's operations including, but not limited to, one caused by smoking by persons engaged in the Contractor's operations during the course of their employment, or during rest or lunch periods; or if the Contractor's failure to comply with requirements under this contract results in a fire starting or permits a fire to spread. Damages and the cost of suppressing negligent fires shall be borne by the Contractor.
 - (3) **Other Fires on Contract Area.** Forest Service shall pay the Contractor, at firefighting rates common in the area or at prior agreed rates, for equipment or personnel furnished by the Contractor at the request of Forest Service, on any fire on contract area other than an operations fire or a negligent fire.
- (c) **Contractor's Responsibility for Notification in Case of Fire.** The Contractor shall immediately notify the Government of any fires sighted on or in the vicinity of the work site.
- (d) **Contractor's Responsibility for Responding to Emergencies.** When directed by the Contracting Officer, the Contractor shall temporarily redirect employees and equipment from the work site for emergency work (anticipated to be restricted to firefighting). This is considered to be within the general scope of the contract. An equitable adjustment for any such redirection of employees and equipment will be made under the CHANGES clause, FAR 52.243-4.
- (e) **Performance by the Contractor.** Where the Contractor's employees, agents, contractors, subcontractors, or their employees or agents perform the Contractor's operations in connection with fire responsibilities, the Contractor's obligations shall be the same as if performance was by Contractor.
- (f) **State Law.** The Contractor shall not be relieved by the terms of this contract of any liability to the United States for fire suppression costs recovered in an action based on State law, except for such costs resulting from operations fires. Amounts due to the Contractor for firefighting expenditures on operations fires shall not be withheld pending settlement of any such claim or action based on State law.

END OF ADDENDUM TO FAR 52-212-4

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46. FIRE PRECAUTIONARY PERIOD

The Fire Precautionary Period is annually **July 16th to October 15th** inclusive. The CO may change the dates of the Fire Precautionary Period by advanced written notice if justified by unusual weather or other conditions. Equitable Adjustment will not be granted for a change in the Fire Precautionary Period dates. Required tools and equipment shall be kept in a serviceable condition and immediately available for firefighting at all times during the Contractor's operations in the Fire Precautionary Period or as otherwise required.

SPECIFIED FIRE PRECAUTIONS

Prior to initiating the Contractor's operations during the Fire Precautionary Period, the Contractor shall file with the Government a Fire Prevention and Control Plan providing for the prevention and the control of fires on the Contract Area and other areas of the Contractor's operations. Such plan shall include a detailed list of personnel and equipment at the Contractor's disposal for implementing the plan.

(a) **SMOKING AND LUNCH FIRES.** Smoking is prohibited except inside a building, developed recreation site, vehicle, or while seated in an area of at least 3 feet in diameter that is barren or clear of all flammable materials. The building of camp, lunch, warming and other fires within the Contract Area and vicinity is prohibited, except at established camps, or at other safe places where all flammable material has been cleared away sufficiently to prevent the start and spread of wildfires. The Government may, upon written request of the Contractor, designate specific places where campfires may be built for purposes of heating lunches.

(b) **SPARK ARRESTER AND MUFFLERS.** Operating or using any internal combustion engine, on any timber, brush, or grass covered land, including trails and road traversing such land, without a spark arrester, maintained in effective working order, meeting either:

- (1) Department of Agriculture, Forest Service standard 5100, "SPARK ARRESTERS FOR INTERNAL COMBUSTION ENGINES," (current edition); or
- (2) The Society of Automotive Engineers (SAE) Recommended Practices J335, "MULTIPOSITION SMALL ENGINE EXHAUST SYSTEM FIRE IGNITION SUPPRESSION," (current revision) and J350, 36 CFR 261.52(j), is prohibited.

Passenger carrying vehicles, pickups, medium and large highway trucks (80,000 GVW) will be equipped with a factory designated muffler system which is specified for the make and model of the respective vehicle/truck or with a muffler system that is equivalent or that exceeds factory specifications. Exhaust systems shall be properly installed and continually maintained in serviceable condition.

(c) **FIRE EXTINGUISHERS AND TOOLS ON EQUIPMENT.** While in use, each internal combustion engine including tractors, trucks, yarders, loaders, welders, generators, stationary engines, or comparable powered equipment shall be provided with at least the following:

- (1) 1 fire extinguisher, at least 5#ABC with an Underwriters Laboratory (UL) rating of 3A – 40BC, or greater
- (2) 1 shovel, sharp, size O or larger, round-pointed with an overall length of at least 48 inches

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(3) 1 axe, sharp, double bit 3-1/2#, or 1 sharp Pulaski Extinguishers, shovels, axes, and Pulaskis shall be mounted so as to be readily available from the ground. All tools shall be maintained in a serviceable condition.

(d) POWER SAWS. Each gasoline engine power saw shall be provided with 1 chemical-pressurized fire extinguisher of not less than 8-ounce capacity by weight, and 1 size O or larger, round-pointed shovel with an overall length of at least 48 inches. The extinguisher, and shovel shall be maintained in good working order. The extinguisher shall be with the power saw operator and immediately available for use at all times. The extinguisher shall not be affixed to the saw. The shovel shall be readily available to the operator of the saw at all times. Having the shovel with the gas can used to refuel the saw may be considered "readily available" if not more than 200 feet from the saw. During periods of critical fire danger, the Government may prescribe other precautionary measures. Any fueling or refueling of a power saw shall be done in an area which has first been cleared of material which will carry fire. The power saw shall be moved at least 10 feet from the place of fueling or refueling before starting.

(e) BLASTING AND WELDING. The use of fuses in blasting shall not be permitted except near power lines where the danger of accidental detonation is present, and then only by special written permission of the Government. Whenever the relative humidity falls below 50%, the Contractor shall place a watchman at each point where blasting is done who shall remain on duty for at least one hour after blasting is finished, and who shall be equipped with a shovel and a water-filled backpack can equipped with hand pump. During periods when the relative humidity falls below 20%, blasting shall be discontinued unless authorized, with special provisions, in writing by the Government. Blasting shall not be permitted in any area not cleared to mineral soil without advance written approval of the Government and with such special precautions as may be required.

Prima Cord shall not be used in clearing operations, and in other areas where timber has been felled and slash not burned.

Unless otherwise directed in writing by the Government, all flammable material shall be cleared for 10 feet around any piece of equipment being welded. In addition, the Contractor shall provide a fire extinguisher of a size and type designed to extinguish a fire in the flammable materials surrounding the spot being welded.

In order to determine the relative humidity, the Contractor shall either:

- (1) Provide and maintain weather instruments, which will measure relative humidity, in the area where blasting will occur; or
- (2) Provide communications to obtain weather data from the Government.

Explosives shall be stored at all times in a locked box marked "Explosives". Powder and blasting caps shall be stored in separate boxes.

(f) STORAGE OF FLAMMABLES. Gasoline, oil, grease and other highly flammable material shall be stored either in a separate building, or at a site where all debris is cleared within a radius of 25 feet. Storage buildings or sites shall be a minimum distance of 50 feet from other structures. Storage buildings shall be adequately posted to warn of the flammables and to prohibit smoking in or around the building.

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(g) CAMP FIRE PROTECTION. The grounds around all trailers, buildings, other facilities constructed or placed on or near the Contract Area shall be kept free of flammable material for a distance of at least 20 feet from the wall of such structure. Burning of such flammable material shall be as prescribed by the Government in writing. Stovepipes of all wood burning stoves shall be equipped with suitable roof jacks and serviceable spark arresters. Stovepipes shall be no closer than 2 feet from any wood or other flammables unless adequately protected by metal or asbestos shield.

47. FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS— COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (NOV 2021)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and services:

[*Contracting Officer check as appropriate.*]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (NOV 2021), with *Alternate I* (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

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___ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (5) [Reserved].

X (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) ([31 U.S.C. 6101 note](#)).

X (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).

___ (10) [Reserved].

___ (11) (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) ([15 U.S.C. 657a](#)).

___ (ii) Alternate I (Mar 2020) of [52.219-3](#).

___ (12) (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

___ (ii) Alternate I (Mar 2020) of [52.219-4](#).

___ (13) [Reserved]

X (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (Mar 2020) of [52.219-6](#).

___ (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (Mar 2020) of [52.219-7](#).

X (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

___ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (NOV 2021) ([15 U.S.C. 637\(d\)\(4\)](#)).

___ (ii) Alternate I (Nov 2016) of [52.219-9](#).

___ (iii) Alternate II (Nov 2016) of [52.219-9](#).

___ (iv) Alternate III (Jun 2020) of [52.219-9](#).

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- (v) Alternate IV (Jun 2020) of [52.219-9](#)
- (18) (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- (ii) Alternate I (Mar 2020) of [52.219-13](#).
- (19) [52.219-14](#), Limitations on Subcontracting (Mar 2020) ([15 U.S.C. 637\(a\)\(14\)](#)).
- (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) ([15 U.S.C. 657f](#)).
- (22) (i) [52.219-28](#), Post Award Small Business Program Representation (Nov 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).
- (ii) Alternate I (MAR 2020) of [52.219-28](#).
- (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) ([15 U.S.C. 637\(m\)](#)).
- (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar2020) ([15 U.S.C. 637\(m\)](#)).
- (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- (26) [52.219-33](#), Nonmanufacturer Rule (Mar 2020) ([15U.S.C. 637\(a\)\(17\)](#)).
- (27) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).
- (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan2020) (E.O.13126).
- (29) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- (30) (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).
- (ii) Alternate I (Feb 1999) of [52.222-26](#).
- (31) (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- (ii) Alternate I (Jul 2014) of [52.222-35](#).
- (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).
- (ii) Alternate I (Jul 2014) of [52.222-36](#).

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(33) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

(34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(35) (i) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(36) [52.222-54](#), Employment Eligibility Verification (NOV 2021). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial service as prescribed in FAR [22.1803](#).)

(37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

(39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

(40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Oct 2015) of [52.223-13](#).

(41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of [52.223-14](#).

(42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (May 2020) ([42 U.S.C. 8259b](#)).

(43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of [52.223-16](#).

(44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

(45) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).

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- X (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).
- (47) (i) [52.224-3](#) Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- (ii) Alternate I (Jan 2017) of [52.224-3](#).
- (48) [52.225-1](#), Buy American-Supplies (NOV 2021) ([41 U.S.C. chapter 83](#)).
- (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2021) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (May 2014) of [52.225-3](#).
- (iii) Alternate II (May 2014) of [52.225-3](#).
- (iv) Alternate III (May 2014) of [52.225-3](#).
- (50) [52.225-5](#), Trade Agreements (Oct 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302](#)Note).
- (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov2007) ([42 U.S.C. 5150](#)).
- (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).
- (55) [52.229-12](#), Tax on Certain Foreign Procurements (Jun 2020).
- (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- (57) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (NOV 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- X (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ([31 U.S.C. 3332](#)).
- (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- (60) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

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___ (61) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

___ (62) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

___ (63) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (Apr 2003) of [52.247-64](#).

___ (iii) Alternate II (NOV 2021) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

(1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

(2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

___ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Nov 2020).

(8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

___ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

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(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart [4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products and commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ([41 U.S.C. 3509](#)).

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

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vi) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(vii) [52.222-26](#), Equal Opportunity (Sep 2015) (E.O.11246).

(viii) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

(ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).

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- (x) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- (xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
- (xiii)
- (A) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ([22 U.S.C. chapter 78](#) and E.O 13627).
- (B) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O. 13627](#)).
- (xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ([41 U.S.C. chapter 67](#)).
- (xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xvi) [52.222-54](#), Employment Eligibility Verification (NOV 2021) (E.O. 12989).
- (xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Nov 2020).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xix)
- (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
- (B) Alternate I (Jan 2017) of [52.224-3](#).
- (xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- (xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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ADDENDUM TO FAR 52-212-5: The following clause(s) are hereby incorporated by reference or full text as appropriate:

| NUMBER | TITLE | DATE |
|------------|--|----------|
| 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER | MAY 2011 |
| 52.204-7 | SYSTEM FOR AWARD MANAGEMENT | OCT 2018 |
| 52.211-18 | VARIATION IN ESTIMATED QUANTITY | APR 1984 |
| 52.222-6 | CONSTRUCTION WAGE RATE REQUIREMENTS | MAY 2014 |
| 52.222-7 | WITHOLDING OF FUNDS | MAY 2014 |
| 52.222-8 | PAYROLLS AND BASIC RECORDS | MAY 2014 |
| 52.222-9 | APPRENTICES AND TRAINEES | JUL 2005 |
| 52.222-10 | COMPLIANCE WITH COPELAND ACT REGULATIONS | FEB 1988 |
| 52.222-11 | SUBCONTRACTS (LABOR STANDARDS) | MAY 2014 |
| 52.222-12 | CONTRACT TERMINATION -- DEBARMENT | MAY 2014 |
| 52.222-13 | COMPLIANCE WITH CONSTRUCTION WAGE RATE REQ & RELATED REGS | MAY 2014 |
| 52.222-14 | DISPUTES CONCERNING LABOR STANDARDS | FEB 1988 |
| 52.222-15 | CERTIFICATION OF ELIGIBILITY | MAY 2014 |
| 52.222-27 | AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION | APR 2015 |
| 52.228-2 | ADDITIONAL BOND SECURITY | OCT 1997 |
| 52.228-5 | INSURANCE – WORK ON A GOVERNMENT INSTALLATION | JAN 1997 |
| 52.228-11 | INDIVIDUAL SURITY - PLEDGES OF ASSETS | FEB 2021 |
| 52.228-14 | IRREVOCABLE LETTER OF CREDIT | NOV 2014 |
| 52.228-15 | PERFORMANCE AND PAYMENT BONDS – CONSTRUCTION | JUN 2020 |
| 52.232-5 | PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS | MAY 2014 |
| 52.232-13 | NOTICE OF PROGRESS PAYMENTS | APR 1984 |
| 52.232-16 | PROGRESS PAYMENTS (ALT I)(MAR 2000) | Nov 2021 |
| 52.232-23 | ASSIGNMENT OF CLAIMS | MAY 2014 |
| 52.232-27 | PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS | JAN 2017 |
| 52.232-35 | DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (c) Designated Office: Name: <u>National Finance Center (NFC)</u> ; Telephone #: <u>1-800-421-0323</u> | JUL 2013 |
| 52.232-40 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS | NOV 2021 |
| 52.244-6 | SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES | NOV 2021 |
| 52.246-21 | WARRANTY OF CONSTRUCTION | MAR 1994 |
| 52.248-3 | VALUE ENGINEERING – CONSTRUCTION | OCT 2020 |
| 452.237-75 | RESTRICTIONS AGAINST DISCLOSURE | FEB 1988 |

48. In accordance with FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989), the following information is provided:

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

| Employee Class | Monetary Wage | Fringe Benefits |
|-------------------------------|------------------------|-----------------|
| Heavy Equipment Operator WG-8 | \$21.74/hr. | * |
| Crew Leader GS-5 | \$17.31/hr. | * |
| Forestry Tech GS-5 | \$17.31/hr. | * |
| Laborer GS-3 or GS-4 | \$13.78 or \$15.47/hr. | * |

*FRINGE BENEFITS: Life, Accident and Health Insurance and Sick Leave Programs - 5.1 percent of basic hourly rate.

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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.

49. LIST OF ATTACHMENTS

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

| Title | Pages |
|---|------------------------|
| Appendix A – Work Activity Items | 9 |
| Appendix B – Timber Removal (Scaled) Specifications Timber Removal (Tree Measurement) Specifications | 17 (Scaled) 15 (TM) |
| Appendix C – Road Maintenance Requirements Drawings for Road Maintenance | 20 |
| Service Contract Act Wage Determination (SD) #1979-1157, Revision 61 dated 03/15/2022 | 4 |
| Service Contract Act Wage Determination (CO) #1976-1351, Revision 65 dated 03/15/2022 | 4 |
| Service Contract Act Wage Determination (WY) #1979-0948, Revision 62 dated 04/26/2022 | 4 |

50. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.acquisition.gov>
<https://www.acquisition.gov/agar>

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)

52.232-13 Notice of Progress Payments (APR 1984)

51. 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of Blanket Purchase Agreements resulting from this solicitation.

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52. 52.233-2 SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, which 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 issuing 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.

END OF ADDENDUM TO FAR 52.212-5

53. FAR 52.212-1 INSTRUCTIONS TO OFFERORS— COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the [SF 1449](#), letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR [52.212-3](#) (see FAR [52.212-3\(b\)](#) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

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(11) If the offer is not submitted on the [SF 1449](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) **Period for acceptance of offers.** The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers unless another time period is specified in an addendum to the solicitation.

(d) **Product samples.** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during pre-award testing.

(e) **Multiple offers.** Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR [subpart 4.10](#)), or alternative commercial products and commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) **Late submissions, modifications, revisions, and withdrawals of offers.** (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, which makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

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(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) **Contract award (not applicable to Invitation for Bids).** The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) **Multiple awards.** The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-

GSA Federal Supply Service Specifications Section
Suite 8100 470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

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(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by-

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) **Unique entity identifier.** (Applies to all offers that exceed the micro-purchase threshold and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR [subpart 32.11](#)) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) [Reserved]

(l) **Debriefing.** If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

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(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

ADDENDUM TO FAR 52.212-1

The following clause(s) are hereby incorporated by reference or full text as appropriate:

54. INSTRUCTIONS FOR SUBMISSION OF OFFERS AND OTHER INFORMATION

(a) General Instructions - Proposals submitted in response to this solicitation shall be furnished in the following format:

- (1) Proposals shall be submitted as two documents - a technical proposal **and** a price proposal. Each part shall be separate and complete in itself so that evaluation of one may be accomplished independently of the other. The price proposal shall be submitted with the solicitation forms, no breakdown of the unit price is required. The technical proposal must not contain reference to cost.
- (2) Offerors are cautioned that sufficient and detailed information must be presented in their technical proposals to enable the Government to evaluate their proposals fully in accordance with the evaluation and award criteria contained herein. The Government is not obligated to ask for additional information and in the absence of appropriate information, the proposal will be rated deficient.
- (3) The Government will evaluate proposals in accordance with FAR Clause 52.212-2 “Evaluation – Commercial Products and Commercial Services (NOV 2021)” evaluation criteria as set forth herein.
- (4) Offerors shall submit their proposal(s) in the following format:
 - (i) Completed, signed offer (the solicitation package, pages 1, 3, and certifications numbered 57 through 62)
 - (ii) Technical Proposal/Documentation (Benefit to the Local Community and Past Performance information) .
 - (iii) In addition to a successful firm’s response to the solicitation, responses to all Evaluation Factors excepting Relevant Past Performance will be incorporated into the resulting BPA by reference at time of award and retain the full force and effect as all of the other contractual terms and conditions hold therein.

(b) Technical Proposal- Offeror’s shall specifically address the following criteria in their Technical Proposal: Key Personnel, Equipment, Relevant Past Performance and Benefit to Local Community.

1. Key Personnel- Provide the resumes of the persons to be designated as the Overall Project Manager, Logging Supervisor, Slash Treatment Supervisor, and individual sub managers (such as individuals supervising sub-contractors). Please limit this information to no more than one page per individual.

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2. Equipment- Describe the equipment you will use to accomplish all Work. Include make and model of proposed equipment. Please limit this information to 1 page.

3. Relevant Past Performance – Offerors shall submit past performance information for their firm **and** any proposed major subcontractors performing more than 20% of the work. Performance information may be obtained from references provided or from personal knowledge of the evaluators and PPS personnel.

The offeror and their subcontractors performing at least 20% of the work shall provide information for **EACH** reference and for **EACH** Pay Item for which the offeror is submitting pricing in the solicitation's SF 1449, Block 20 description that must have been completed during the past three years and all contracts and subcontracts in progress. The information should be completed primarily for contracts and subcontracts similar in nature and complexity to that required by this solicitation. Include contracts with the Federal Government, agencies of state, and local governments, and commercial customers. Offerors that are newly formed entities, without prior contracts as an entity, should provide contracts and subcontracts completed by all **key personnel**. Firms with no experience in the type of work described may show similar type projects which demonstrate their ability to perform in a timely manner, experience, and past performance of their employees, or their work as a subcontractor.

The offeror may provide information on problems encountered on the contracts and subcontracts listed and the corrective actions taken to resolve those problems. The Government may obtain information from existing contract files. Because discussions may not be held, the offeror may refute any problems in the original offer.

Each offeror will be evaluated on their performance under existing and prior contracts of a similar nature. Performance information will be used as an evaluation factor against which offerors' relative rankings will be compared to assure best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The Government may contact references beyond those identified by the offeror to obtain additional information for use in both the responsibility determination and in further evaluation of the offeror's past performance.

Note: If the contractor does not provide past performance information or **indicate a lack of Past Performance** with its offer, the Contracting Officer need not pursue further information if it is clear that the offeror's price is not competitive.

The Office of Management and Budget (OMB) has authorized Federal agencies to collect past performance information under OMB clearance number 9000-0142.

4. Benefit to the Local Community- Explain how you will recruit and utilize labor, subcontractors, and other workforces from those counties adjacent to the National Forest or groups of National Forests.

- (A) Describe how and to what degree hiring or training of local residents as employees or as subcontractors would be accomplished in terms of retention, expansion, or creation of employment or training opportunities.
- (B) Describe how and to what degree materials, supplies, lodging, meals, or incidentals would be purchased within project areas.

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(C) Describe how any materials removed from Forest Service lands would be marketed and utilized in the project area. Include contributions to the development of biomass energy, integrated utilization, and/or value-added products for an existing market or emerging market. (if applicable)

5. **Cost/Price:** A firm's completion and submission of all pay items for a given National Forest or group of National Forests of the subject solicitation's Standard Form 1449 (Pages 3-5) constitutes the fulfillment of the Government's price proposal requirements under this solicitation.

55. FAR 52.212-2 EVALUATION — COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

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

The offeror's proposal shall be in the format prescribed and shall contain a response to each of the areas identified, which affects the evaluation factors for award. The Government will determine best overall value on the basis of the factors described below.

1. General. Proposals will be evaluated on the basis that the following technical factors are in descending order of importance whereby each factor is more important than the next: Relevant Past Performance being moderately more important than Key Personnel/Equipment and Benefit to Local Community. When combined, these technical evaluation factors are **approximately equal to cost or price**.
2. Key Personnel. The Government will evaluate the **key personnel** subfactor by considering the experience of identified key personnel, including number of similar, successfully completed projects.
3. Equipment. The Government will evaluate the **equipment** subfactor by evaluating the suitability and adequacy of proposed equipment to be used on this contract.
4. Relevant Past Performance. Past performance is a measure of the degree to which an offeror, as an organization, has: (1) satisfied its customers, and (2) complied with federal, state, and local laws and regulations. The Government will inquire about the following elements, which are **all of equal importance** in relation to each other, (1) quality of the offeror's work; (2) customer satisfaction; (3) timeliness of the Firm during performance and the final completion of the project; and (4) overall business relations.

- (A) Quality of Services: Demonstrated ability to perform services identified in the solicitation's SF 1449 techniques in accordance with contract specifications. Conformance to good standards of workmanship.
- (B) Customer Satisfaction: Satisfaction of end users with the Contractor's completed products and services.
- (C) Timeliness of performance: Compliance with delivery schedules; reliability; responsiveness to technical direction, no assessment of liquidated damages.
- (D) Business relations: Effective management; ability to manage projects involving subcontracts; good working relationship with the Contracting Officer and technical representatives;

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reasonable/cooperative behavior; flexibility; effective contractor recommended solutions; businesslike concern for Government's interests.

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

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

Offerors with past performance data will be evaluated in the same manner as all other evaluation factors; however, those offerors with no past performance data will be treated as an unknown performance risk and neither be evaluated favorably nor unfavorably. Therefore, offerors will receive credit for good past performance, lose credit for poor past performance, and neither receive nor lose credit for no relevant past performance.

5. Benefit to the Local Community. The Government will evaluate the methods proposed by each contractor for benefiting the local community. The evaluation will include a determination as to how realistic and achievable the proposed methods are with added consideration for the impact and magnitude to which the local community will benefit from their operations.

6. Cost/Price Evaluation Criterion.

- A. The degree of importance of the price will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based, or when the price is so significantly high as to diminish the value of the technical superiority to the Government.
- B. The Government may award an Agreement on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, if considered necessary by the Contracting Officer, discussions will be conducted with only those offerors determined to have a reasonable chance for award.
- C. The Government reserves the right to make an award to other than the lowest priced offeror or to the offeror with the highest non-price evaluation if the Contracting Officer determines that to do so would result in the greatest value to the Government.
- D. **All pay items for a given National Forest or group of National Forests, as identified in the Standard Form (SF) 1449, must be priced in order to be considered for award for that Forest(s). For example, Items 2-12, 15-25, 30-40, 45-55, etc**

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

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

56. SINGLE OR MULTIPLE AWARDS

The Government may elect to award a single Agreement or to award multiple Agreements for the same or similar supplies or services **up to a total of 25 per National Forest** under this solicitation.

57. FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021) (DEVIATION NOV 2021)

If Offeror Representations and Certifications are not complete in SAM, the offeror shall submit a completed copy of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, with your offer. The full provision is available from <http://www.acquisition.gov/far/>.

If Offeror Representations and Certifications are complete in SAM, the offeror shall complete the following:

(b)(1) *Annual Representations and Certifications.* Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

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

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any. Write "None" if there are no changes needed to your online reps and certs.

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

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

ADDENDUM TO FAR 52.212-3: OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

AMENDMENT 002

58. EMPLOYMENT OF ELIGIBLE WORKERS- WORKFORCE CERTIFICATION

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

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

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

Company certifies it will not be utilizing H2B Workers under any resulting contract of this solicitation.

Company will be utilizing H2B Workers (under any resulting contract of this solicitation. Provide a copy of Temporary Employment Certificate.) MSPA Workers: (<http://www.dol.gov/whd/mspa/>)

Company certifies it will not be utilizing MSPA workers under any resulting contract of this solicitation.

Certifies has valid FLC certificate of registration. (Attach a copy of current certification.)
Authorization includes:

Transporting workers

Driving

Housing workers

Company has applied for a Certificate of Registration on _____.

Contractors not currently having obtained a certificate (for each partner if partnership) will be requested to furnish proof of having obtained a Certificate of Registration prior to award of contract. If the contractor does not provide the required Certificate in a reasonable timeframe, the contractor will not be eligible for the contract award. Partnerships must furnish proof of registration of their assumed business name, if any, with the State of registration.

State of _____ No. _____

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

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

| | |
|----------------------|---------------|
| SIGNATURE: | DATE: |
| PRINTED NAME: | TITLE: |

AMENDMENT 002

59. FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at [9.104-5\(a\)\(2\)](#) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

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

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

(2) *Examples.*

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

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the

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underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

(ii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

60. AGAR 452.219-70 SIZE STANDARD AND NAICS CODE INFORMATION (SEP 2001)

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

Contract line item(s): ALL

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NAICS Code: **115310 Support Activities for Forestry**

Size Standard: \$30 Million for Support Activities for Forestry (Average annual receipts for the preceding three fiscal years).

61. GOVERNMENT EMPLOYEES, FORMER USDA EMPLOYEES, AND USDA RETIREES

The offeror/quoter represents and certifies that—

- a) It is, is not a current Federal government employee.
- b) It is, is not a former USDA employee.
- c) It is, is not a retired USDA employee. If retired, give date of retirement: _____.
- d) It is, is not related by blood or marriage to a current Forest Service employee on the _____ National Forest. If so, list employee's name and

location: _____.

- e) It is, is not substantially owned or controlled by a former USDA employee or retiree.

62. SYSTEM FOR AWARD MANAGEMENT (SAM)

Are you registered in SAM and is your registration current?

Yes No

63. SAM UNIQUE ENTITY IDENTIFIER (UEI) NUMBER

Quoter shall insert their SAM UEI number: _____

END OF ADDENDUM TO FAR 52.212-3

SUBMITTALS with your quote package

Fill out and return pages 1 and 3-8 in addition to all certifications numbered 57 through 64 (if you have filled out info in SAM, fill out only paragraph b1 and b2 in FAR 52.212-3 Representations and Certifications).

The contractor is required to submit specific information to the Government. Please read and respond accordingly and appropriately to all the requests for documentation.