|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS** | | | | | | | | | | | | | | | 1. REQUISITION NUMBER  954823 | | | | PAGE **1** OF **72** | | | |
| *OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30* | | | | | | | | | | | | | | |
| 2. CONTRACT NO. | | | | 3. AWARD/EFFECTIVE  DATE | | | | | | 4. ORDER NUMBER  — | | | | | 5. SOLICITATION NUMBER  **12-82AT-19-R-4006** | | | | 6. SOLICITATION ISSUE DATE  **7/30/2019** | | | | |
| 7. FOR SOLICITATION  INFORMATION CONTACT: | | | | a. NAME AND EMAIL  Brooke Barker: [**brooke.barker@usda.gov**](mailto:brooke.barker@usda.gov) | | | | | | | | | | | b. TELEPHONE NUMBER  (No collect calls)  (970) 295-6610 | | | | 8. OFFER DUE DATE:  **8/29/2019**  TIME: **0900 MT** | | | | |
| 9. ISSUED BY | | | | CODE | | | | | 82AT | | | 10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE | | | | | | | | | % FOR: | |
| USDA Forest Service  Region 2  Arapaho & Roosevelt National Forests  2150 Centre Avenue, Building E  Fort Collins, CO 80526  Email: [brooke.barker@usda.gov](mailto:brooke.barker@usda.gov) | | | | | | | | | | | |  | SMALL BUSINESS | | | | WOMEN-OWNED SMALL BUSINESS  (WOSB) ELIGIBLE UNDER THE WOMAN- OWNED SMALL BUSINESS PROGRAM | | | | | |
| EDWOSB | | NAICS:113310 | | | |
|  | HUBZONE SMALL BUSINESS | | | |
|  | SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS | | | | 8(A) | | SIZE STANDARD:  500 Employees | | | |
| 11. DELIVERY FOR FOB DESTINATION  UNLESS BLOCK IS MARKED  SEE SCHEDULE | | | | | 12. DISCOUNT TERMS | | | | | | | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | | | | | 13b. RATING | | | | |  | |
| 14. METHOD OF SOLICITATION | | | | |
| RFQ | | IFB | | RFP |  | |
| 15. DELIVER TO: | | | | | CODE | | | |  | | | 16. ADMINISTERED BY: See Block 9 | | | | | | CODE | | |  | |
| 17A. CONTRACTOR/OFFEROR | | | CODE: | | |  | FACILITY CODE | | | |  | 18a. PAYMENT WILL BE MADE BY | | | | | | CODE |  | | | |
| ,         -  Email:      @  Telephone No: (   )    -     x | | | | | | | | | | | | Invoice Processing Payment (IPP)  Submit invoices electronically to [www.ipp.gov](http://www.ipp.gov) | | | | | | | | | | |
| DUNS: | | | | | | | | | | | |
|  | 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | | | | | | | | | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK  IS CHECKED:  ‘ SEE ADDENDUM | | | | | | | | | | |
| 19.  CLIN | | 20.  SCHEDULE OF SUPPLIES/SERVICES | | | | | | | | | | | | 21.  QUANTITY | | 22.  UNIT | 23.  UNIT PRICE | | 24.  AMOUNT | | | | |
|  | | **MANCHESTER Stewardship**  Arapaho/Roosevelt National Forests  Boulder Ranger District  **ESTIMATED PERIOD OF PERFORMANCE:**  09/03/2019 – 09/30/2021 | | | | | | | | | | | |  | |  | See attached Schedule of Items in Section B | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA: | | | | | | | | | | | | | | | | | 26. TOTAL AWARD AMOUNT (Govt. Use Only)  **$** | | | | | | |
| 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA | | | | | | | | | | | | | | | | | | ARE | ARE NOT ATTACHED | | | | |
| 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA | | | | | | | | | | | | | | | | | | ARE | ARE NOT ATTACHED | | | | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN **ONE (1) ELECTRONIC (email)** COPY TO ISSUING OFFICE. 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 | | | | | | | | | | | | | | 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:      , | | | | | | | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | | | | | | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | | | | | | | | |
| 30b. NAME AND TITLE OF SIGNER (Type or print) | | | | | | | | 30c. DATE SIGNED | | | | 31b. NAME OF CONTRACTING OFFICER (Type or print) | | | | | | | 31c. DATE SIGNED | | | |

AUTHORIZED FOR LOCAL REPRODUCTION STANDARD FORM 1449 (REV.2/2012)

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**TABLE OF CONTENTS**

[PART I—THE SCHEDULE 4](#_Toc15305880)

[SECTION B—SUPPLIES OR SERVICES AND PRICES/COSTS 4](#_Toc15305881)

[B.1 GENERAL INFORMATION 4](#_Toc15305882)

[B.2 SCHEDULE OF ITEMS 5](#_Toc15305883)

[B.3 LAND MANAGEMENT ACTIVITIES 6](#_Toc15305884)

[SECTION C—DESCRIPTION/ SPECIFICATIONS/STATEMENT OF WORK 7](#_Toc15305885)

[C.1 PROJECT DESCRIPTION 7](#_Toc15305886)

[C.2 SPECIFICATIONS 7](#_Toc15305887)

[C.3 CONTRACT AREA MAP 7](#_Toc15305888)

[C.4 GOVERNMENT-FURNISHED PROPERTY 7](#_Toc15305889)

[C.5 OPERATING PLAN AND OVERALL SCHEDULE 8](#_Toc15305890)

[C.6 SUSTAINABLE ACQUISITION 8](#_Toc15305891)

[C.7 DEFINITIONS 10](#_Toc15305892)

[SECTION D—PACKAGING AND MARKING 12](#_Toc15305893)

[SECTION E—INSPECTION AND ACCEPTANCE 13](#_Toc15305894)

[E.1 CONTRACTOR QUALITY CONTROL INSPECTION SYSTEM 13](#_Toc15305895)

[E.2 ACCEPTANCE 13](#_Toc15305896)

[E.3 GOVERNMENT QUALITY ASSURANCE SURVEILLANCE PLAN (QASP) 13](#_Toc15305897)

[E.4 FAR and AGAR CLAUSES 15](#_Toc15305898)

[SECTION F—DELIVERIES OR PERFORMANCE 17](#_Toc15305899)

[F.1 SPECIAL CONTRACT TIME AND PERFORMANCE RESTRICTIONS 17](#_Toc15305900)

[F.2 [Reserved] 17](#_Toc15305901)

[F.3 SCHEDULES AND REPORTS 17](#_Toc15305902)

[F.4 [Reserved] 18](#_Toc15305903)

[F.5 FAR and AGAR CLAUSES 18](#_Toc15305904)

[SECTION G—CONTRACT ADMINISTRATION DATA 20](#_Toc15305905)

[G.1 MEASUREMENT 20](#_Toc15305906)

[G.2 PAYMENT 20](#_Toc15305907)

[G.3 INCIDENTAL PAYMENT ITEMS 22](#_Toc15305908)

[G.4 PRODUCT PAYMENT GUARANTEE 22](#_Toc15305909)

[G.5 STEWARDSHIP CREDITS 23](#_Toc15305910)

[G.6 ESTABLISHMENT OF STEWARDSHIP CREDITS 23](#_Toc15305911)

[G.7 EXCESS STEWARDSHIP CREDITS 23](#_Toc15305912)

[G.8 EXCESS TIMBER OR OTHER PRODUCTS VALUE 23](#_Toc15305913)

[G.9 REFUND OF EXCESS CASH 23](#_Toc15305914)

[G.10—G.11 [Reserved] 23](#_Toc15305915)

[SECTION H—SPECIAL CONTRACT REQUIREMENTS 24](#_Toc15305916)

[H.1 EMPLOYMENT 24](#_Toc15305917)

[H.2 SAFETY 28](#_Toc15305918)

[H.3 REQUIREMENTS OF RIGHTS-OF-WAY 28](#_Toc15305919)

[H.4 USE OF ROADS BY CONTRACTOR 28](#_Toc15305920)

[H.5 ROAD MAINTENANCE 29](#_Toc15305921)

[H.6 TRAFFIC CONTROL PLAN 29](#_Toc15305922)

[H.7 USE BY OTHERS 29](#_Toc15305923)

[H.8 PROTECTION OF LAND SURVEY MONUMENTS 30](#_Toc15305924)

[H.9 PROTECTION MEASURES NEEDED FOR PLANTS ANIMALS, CULTURAL RESOURCES, AND CAVE RESOURCES 30](#_Toc15305925)

[H.10 PROTECTION OF RESIDUAL TREES 31](#_Toc15305926)

[H.11 SANITATION AND SERVICING 31](#_Toc15305927)

[H.12 PREVENTION OF OIL SPILLS 31](#_Toc15305928)

[H.13 HAZARDOUS SUBSTANCES 32](#_Toc15305929)

[H.14 EQUIPMENT CLEANING 32](#_Toc15305930)

[H.15 EROSION PREVENTION AND CONTROL 32](#_Toc15305931)

[H.16 STREAMCOURSE PROTECTION 32](#_Toc15305932)

[H.17 MEADOW PROTECTION 33](#_Toc15305933)

[H.18 WETLANDS PROTECTION 33](#_Toc15305934)

[H.19 FIRE 33](#_Toc15305935)

[H.20 URGENT REMOVAL EXTENSIONS 35](#_Toc15305936)

[H.21 PROTECTED IMPROVEMENTS 35](#_Toc15305937)

[H.22 PROTECTION OF IMPROVEMENTS NOT OWNED BY FOREST SERVICE 36](#_Toc15305938)

[H.23 SLASH TREATMENT 36](#_Toc15305939)

[H.24—H.27 [Reserved] 37](#_Toc15305940)

[H.28 FAR and AGAR CLAUSES 37](#_Toc15305941)

[PART II—CONTRACT CLAUSES 40](#_Toc15305942)

[SECTION I—CONTRACT CLAUSES 40](#_Toc15305943)

[I.1 FAR and AGAR CLAUSES 40](#_Toc15305944)

[PART III—LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS 48](#_Toc15305945)

[SECTION J—LIST OF ATTACHMENTS 48](#_Toc15305946)

[PART IV—REPRESENTATIONS AND INSTRUCTIONS 49](#_Toc15305947)

[SECTION K—REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS 49](#_Toc15305948)

[K.1 WORKFORCE CERTIFICATION 49](#_Toc15305949)

[K.2 STATE LICENSING REQUIREMENTS 49](#_Toc15305950)

[K.3 EMPLOYMENT CERTIFICATION 49](#_Toc15305951)

[K.4 LOCAL CONTRACTOR CERTIFICATION 50](#_Toc15305952)

[K.5 FAR and AGAR PROVISIONS 50](#_Toc15305953)

[SECTION L—INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS 66](#_Toc15305954)

[L.1 [Reserved] 66](#_Toc15305955)

[L.2 PROPOSAL PREPARATION INSTRUCTIONS 66](#_Toc15305956)

[L.3 PROPOSAL CONTENT 67](#_Toc15305957)

[L.4 FAR and AGAR PROVISIONS 69](#_Toc15305958)

[SECTION M—EVALUATION FACTORS FOR AWARD 71](#_Toc15305959)

[M.1 EVALUATION, NEGOTIATION AND AWARD PROCESS 71](#_Toc15305960)

[M.2 [Reserved] 71](#_Toc15305961)

[M.3 FAR and AGAR PROVISIONS 71](#_Toc15305962)

# PART I—THE SCHEDULE

## SECTION B—SUPPLIES OR SERVICES AND PRICES/COSTS

### B.1 GENERAL INFORMATION

STEWARDSHIP AUTHORITY

[Section 604 (16 USC 6591c) of Public Law 108-148 as amended by Section 8205 of Public Law 113-79, the Agricultural Act of 2014](https://www.fs.fed.us/restoration/Stewardship_Contracting/section604.shtml)—Grants the U.S. Forest Service (Government) permanent authority to enter into stewardship contracts or agreements to achieve land management goals for the National Forests or public lands that meet local and rural community needs. Section 8205 supersedes the temporary authority granted to the Forest Service (Government) in section 347 of Public Law 105-277, the Omnibus Consolidated and Emergency Appropriations Act, 1999.

REGISTRATION

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

BONDS

Bid Bonds are not required for this project. Neither a Payment nor Performance bond is required for this project.

PROPOSALS

Proposals shall be valid for 90-days after the date of receipt for the solicitation. If additional time is needed, an extension must be requested in writing and may or may not be granted.

**PRE-BID/PRE-PROPOSAL CONFERENCE**

Scheduled for **Thursday, August 15, 2019**. Details are located in Section L.4.1 of this solicitation under “AGAR 452.204-70—PRE-BID/PRE-PROPOSAL CONFERENCE”.

QUESTIONS

In accordance with AGAR 452.204-70—INQUIRIES, pre-award questions, inquiries and all correspondence concerning this solicitation shall be submitted in writing to the Contracting Officer (CO). Offerors shall contact only the CO issuing the solicitation about any aspect of this requirement prior to contract award. The CO’s contact information is located in Block 7a of the SF-1449.

### B.2 SCHEDULE OF ITEMS

**B.2.1 MANDATORY WORK ACTIVITIES**

| **CLIN** | **Unit** | **Description OF**  **Mandatory work activities** | **Unit of MeasurE** | **Estimated**  **Quantity** | **Unit Price** | **Total** |
| --- | --- | --- | --- | --- | --- | --- |
| **0001** | All | Cut designated Non-Sawtimber trees, Yard Non-Sawtimber trees to landing, Process Non-Sawtimber at landing, Remove Non-Sawtimber boles from contract area  (Appendix A and B apply) | Acres | 50 | $ | **$** |
| **0002** | All | Slash Treatment  (Appendix A and Section H.23 apply) | Acres | 50 | $ | **$** |
| **0003** | N/A | Temporary road construction  (Appendix A applies) | Miles | 1.50 | $ | **$** |
| **0004** | N/A | Temporary road obliteration/closure, Erosion prevention/control, Erosion control seeding  (Appendix A and B apply) | Miles | 1.50 | $ | **$** |
| **TOTAL—MANDATORY WORK ACTIVITIES** | | | | | | **$** |

**B.2.2 OPTIONAL WORK ACTIVITIES**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **CLIN** | **Unit** | **Description OF**  **Optional work activities** | **Unit of Measure** | **Estimated**  **Quantity** | **Unit Price** | **Total** |
| **0005** | N/A | Install temporary gate.  Contractor supplies gate  (Appendix A applies) | Each | 1 | $ | **$** |
| **0006** | N/A | Remove temporary gate.  Contractor keeps gate  (Appendix A applies) | Each | 1 | $ | **$** |
| **0007** | N/A | Road Maintenance — During Haul  (Appendix C applies) | Miles | 0.2 | $ | **$** |
| **0008** | N/A | Road Maintenance — Post Haul  (Appendix C applies) | Miles | 0.2 | $ | **$** |
| **TOTAL—OPTIONAL WORK ACTIVITIES** | | | | | | **$** |

**B.2.3 TIMBER OR OTHER PRODUCTS REMOVAL PRICE SCHEDULE**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **SPECIES** | **PRODUCT** | **QUANTITY** | **UNIT OF MEASURE** | **MINIMUM ACCEPTABLE OFFER** | **OFFER**  **(FLAT)** | **TOTAL OFFER** |
| Lodgepole Pine  Live | Sawtimber | 489 | CCF | $3.00 | $ | **$** |
| Lodgepole Pine  Live | Non-Saw | 84 | CCF | $1.00 | $ | **$** |
| **TOTAL QUANTITY** |  | **573** |  |  |  |  |
| **TOTAL—TIMBER OR OTHER PRODUCTS REMOVAL** | | | | | | **$** |
|  | | | | | | |
| Notes:   * See Instructions to Offerors (Section L) for business proposal requirements * These schedules are for pricing/payment purposes * Price Proposals MUST be provided on ALL Items in the Schedules: Mandatory Work Activities and Optional Work Activities and Timber or Other Products Removal Price Schedule * Unit prices Prevail * All Schedule B.2.3 quantities stated are the maximum amounts that credits can be earned from | | | | | | |

### B.3 LAND MANAGEMENT ACTIVITIES

Performance of land management activities shall be in accordance with the Project Description and Specifications in Section C—DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK.

Payment for Land Management Work Activities listed in Section B.2.1 will be made with either Stewardship Credits in lieu of cash, or in appropriated dollars. All Mandatory Work Activities in Section B.2.1 shall be performed.

All Mandatory Work Activities in Section B.2.1 shall be completed.

## SECTION C—DESCRIPTION/ SPECIFICATIONS/STATEMENT OF WORK

### C.1 PROJECT DESCRIPTION

1. Description of Work—The Manchester IRSC is located in both the Boulder and Clear Creek Ranger Districts of the Arapaho/Roosevelt National Forests, encompassing the area indicated on the Contract Area Map. Land management objectives for the project area are summarized as follows:
2. Improve Forest Health—Provide growing space for healthy trees and reduce fuel loadings.
3. Utilize Timber or other products—Provide wood resource to forest product industry.
4. To accomplish these objectives, the contract includes the following components: stand cleaning/thinning, mechanical fuels reduction, snag and down wood management, and removal of Timber or Other Products.
5. Resulting Contract—any resultant contract will be a commercial services contract with requirements for timber removal.
6. Project Location—the contract is located in T1S, R72W sections 29 & 30, 6th P.M., Boulder County Colorado. Units 3, 4, 5a, 5b, 5c, 6a, 6b, 6c, and 7 of the contract area are located approximately 5 miles south of Nederland, Colorado on the Boulder Ranger District.

### C.2 SPECIFICATIONS

Specifications for each Stewardship Activity described by CLIN in Section B—SCHEDULE OF ITEMS, can be found within the contract as well as within the appendices. Technical specifications for service items can be found in Appendix A. Specifications for timber/product removal can be found in Appendix B. Road Maintenance plans and specifications can be found in Appendix C.

### C.3 CONTRACT AREA MAP

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

1. Identified claims limiting Contractor's rights;
2. Boundaries of cutting units;
3. Areas where leave trees are marked to be left uncut;
4. Roads listed
5. Sources of base course, rock riprap and surface rock;
6. Roads where log hauling is prohibited or restricted;
7. Roads and trails to be kept open;
8. Improvements to be protected;
9. Locations of known historical sites;
10. Maximum stump heights when more than one height is listed by areas;
11. Skidding or yarding methods specified;
12. Streamcourses to be protected;
13. Other features required by Appendix B; and
14. Boundaries of stewardship work activities.

### C.4 GOVERNMENT-FURNISHED PROPERTY

See FAR clause 52.245-2—GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES in Section I.1.1.

### C.5 OPERATING PLAN AND OVERALL SCHEDULE

Contractor shall provide, a detailed timeline of when the contract requirements will be accomplished while conforming to the requirements within Section F. The Operating Plan and Overall Schedule shall contain the following elements:

1. The Operating Plan and Overall Schedule shall indicate the sequence of activities that will take place to accomplish the work described within the solicitation, Appendix A, Appendix B, and Appendix C, including proposed start and completion dates.
2. Contractor’s Overall Project Manager (Project Manager)—The Contractor shall designate (in writing) an on-site Project Manager. Each designated representative shall be fluent in both spoken and written English. The Project Manager shall be readily available to the area of operations when operations are in progress, shall have a copy of the contract on site during operations, and shall be authorized to receive notices in regard to performance under this contract and take related action. The responsibilities of the Project Manager shall include the safeguarding of National Forest resources and performance within the terms of the contract.
3. A list of employees/personnel working on this contract identifying each by the Occupational Code/Job Title for the work as it applies to this contract under the applicable Service Contract Act wage rate
4. All subcontractors must also provide a list of all employees/personnel working on this contract identifying each by the Occupational Code/Job Title for the work as it applies to this contract under the applicable Service Contract Act wage rate.
5. A proposed Communication Plan regarding findings, progress, information exchange, questions, and concerns of both parties.

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

### C.6 SUSTAINABLE ACQUISITION

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

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

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

Contractor shall utilize products and material to the maximum extent possible in the performance of this contract from EPA’s [list of designated products](http://www.epa.gov/epawaste/conserve/tools/cpg/products/index.htm) and the accompanying recommendations for post-consumer content and recovered materials content in the following eight categories: Construction Products, Landscaping Products, Nonpaper Office Products, Paper and Paper Products, Park and Recreation Products, Transportation Products, Vehicular Products, and Miscellaneous Products.

Compliance with the USDA Biobased requirements requires Contractors to report the purchase of biobased products under service and construction contracts through the [System for Award Management (https://SAM.gov)](https://www.sam.gov/portal/SAM/%231) and provide a copy of the report to the Contracting Officer.

**C.6.1 SUSTAINABLE PRODUCTS**

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

[Bio Preferred Products:](http://www.biopreferred.gov/BioPreferred/faces/pages/ProductCategories.xhtml)

1. Diesel Fuel Additives
   1. Any substance, other than one composed solely of carbon and/or hydrogen that is intentionally added to diesel fuel (including any added to a motor vehicle's fuel system) and that is not intentionally removed prior to sale or use.
   2. Neat biodiesel, also referred to as B100, when used as an additive. Diesel fuel additive does not mean neat biodiesel when used as a fuel or blended biodiesel fuel (e.g., B20). 90% - Minimum Biobased Content.
2. Hydraulic Fluids—Mobile Equipment
   1. Hydraulic fluids formulated for general use in nonstationary equipment, such as tractors, end loaders, or backhoes. 44% - Minimum Biobased Content.
3. Penetrating Lubricants
   1. Products formulated to provide light lubrication and corrosion resistance in close tolerant internal and external applications including frozen nuts and bolts, power tools, gears, valves, chains, and cables. 68% - Minimum Biobased Content.
4. Greases—Truck
   1. Lubricants composed of oils thickened to a semisolid or solid consistency using soaps, polymers or other solids, or other thickeners. Lubricants that are designed for use on the fifth wheel of tractor trailer trucks onto which the semi-trailer rests and pivots. 71% - Minimum Biobased Content.
5. Gear Lubricants
   1. Products, such as greases or oils, that are designed to reduce friction when applied to a toothed machine part (such as a wheel or cylinder) that meshes with another toothed part to transmit motion or to change speed or direction. 58% - Minimum Biobased Content.
6. Fuel Conditioners
   1. Products formulated to improve the performance and efficiency of engines by providing benefits such as removing accumulated deposits, increasing lubricity, removing moisture, increasing the cetane number, and/or preventing microbial growths within the fuel system. 64% - Minimum Biobased Content.
7. Erosion Control
   1. Woven or non-woven fiber materials manufactured for use on construction, demolition, service, or other sites to prevent wind or water erosion of loose earth surfaces, which may be combined with seed and/or fertilizer to promote growth.  77% - Minimum Biobased Content.
8. 2-Cycle Engine Oils
   1. Lubricants designed for use in 2-cycle engines to provide lubrication, decreased spark plug fouling, reduced deposit formation, and/or reduced engine wear. 34% - Minimum Biobased Content.

**C.6.2** [**EPA DESIGNATED PRODUCTS:**](http://www.epa.gov/epawaste/conserve/tools/cpg/products/index.htm)

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

### C.7 DEFINITIONS

1. **Acceptable Quality Level (AQL):** The allowable leeway or variance from a standard before the Government will reject the specific service. As long as the percent of defective performance does not exceed the AQL, the service will not be rejected by the Government. The Contractor, however, must re-perform the defective service when possible.
2. **Biobased Products:** See Sustainable Acquisitions.
3. **CLIN**: Contract Line Item (Section B.2).
4. **Contracting Officer (CO):** Individual with authority to bind the Government with their signature on the contract.
5. **Contracting Officer Representative (COR):** Individual(s) designated to act on the behalf of the CO within the delegation given them in writing.
6. **Federal/National Holiday:** New Year’s Day, Martin Luther King Jr. Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.
7. **Limb and Top Removal:** See Whole Tree Skidding/Yarding.
8. **NFSR:** National Forest Service Road.
9. **Non-Sawtimber:** Included timber meeting non-sawlog size specifications as defined in Appendix B, Division A.
10. **Period of performance (also PoP, Performance Period or Contract Time):** All calendar days allowed for completion of the contract work. Includes all days of the week including weekends and holidays.
11. **Quality Assurance:** Those actions taken by the Government to check goods or services to determine that they meet the requirements found in the contract and all attachments listed in Section J.
12. **Quality Assurance Surveillance Plan (QASP):** An organized written document used for quality assurance surveillance. The document contains information about how the Government will assess performance, checklists, and may contain decision tables.
13. **Quality Control:** Those actions taken by the Contractor to control the production of goods or services so that they will meet the requirements of the contract and all attachments listed in Section J. Refer to FAR clause(s) 52.246-4—Inspection of Services—Fixed Price (Section E).
14. **Quality Control Plan (QCP):** Contractor’s plan for self-monitoring work prior to the Government inspection and acceptance (Section E).
15. **Random Sampling:** A method of looking at a few individual items in a lot to determine the quality of that lot against a standard.
16. **Sawtimber:** Included timber meeting sawlog size specifications as defined in Appendix B, Division A.
17. **(Acceptable) Service:** A job performed to the standard and within the AQL. The Contractor must do the specific job, and meet the standard, and meet the AQL before one can say that performance has been acceptable and that the Contractor should be paid.
18. **Standard:** An acknowledged measure of comparison.
19. **Stewardship Contracting:** An exchange of goods/products for services including construction.
20. **Sustainable Acquisitions:** (FAR Part 23.4—Use of recovered materials and biobased products)
    1. **Biobased Products:** Managed by the U.S. Department of Agriculture (USDA), the goal of the BioPreferred program is to increase the purchase and use of biobased products. The BioPreferred program was created by the [2002 Farm Bill](http://www.biopreferred.gov/BioPreferred/faces/pages/AboutBioPreferred.xhtml) and reauthorized and expanded as part of the [Agricultural Act of 2014](http://www.gpo.gov/fdsys/pkg/BILLS-113hr2642enr/pdf/BILLS-113hr2642enr.pdf) (the 2014 Farm Bill). The program's purpose is to spur economic development, create new jobs and provide new markets for farm commodities. The increased development, purchase, and use of biobased products reduce our nation's reliance on petroleum, increase the use of renewable agricultural resources, and contribute to reducing adverse environmental and health impacts. Information on biobased/biopreferred products can be found at the [BioPreferred Site](http://www.biopreferred.gov/BioPreferred/). The Contractor shall comply with FAR clause 52.223-2—Affirmative Procurement of Biobased Products Under Service and Construction Contracts and FAR provision 52.223-1—Biobased Product Certification.
    2. **EPA-designated Items:** Products that are or can be made with recovered material. The [Comprehensive Procurement Guideline (CPG) program](http://www.epa.gov/epawaste/conserve/tools/cpg/index.htm) is part of EPA's continuing effort to promote the use of materials recovered from solid waste. Buying recycled-content products ensures that the materials collected in recycling programs will be used again in the manufacture of new products. The Contractor shall comply with FAR clause 52.223-17—Affirmative Procurement of EPA-designated Items in Service and Construction Contracts.
21. **Whole Tree Skidding/Yarding:** Contractor shall leave tops and limbs of felled trees attached to included timber, and skid/yard them to deignated area/location.

**C.7.1 TECHNICAL DEFINITIONS**: See Appendices.

## SECTION D—PACKAGING AND MARKING

There are no clauses in this section.

## SECTION E—INSPECTION AND ACCEPTANCE

### E.1 CONTRACTOR QUALITY CONTROL INSPECTION SYSTEM

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 CO. Inspection records shall be made available upon request of the CO and/or COR and be maintained until the date of contract closure. The CO and/or COR may observe the Contractor's inspection at any time and shall otherwise have unlimited access to the inspection data.

**E.1.1 QUALITY CONTROL PLAN (QCP)**

Contractor shall provide a general QCP with the Technical Proposal. The Contractor shall supplement the QCP within 7-days before starting work based on items awarded to the Contractor and the Government’s comments. The Contractor shall conduct quality control inspections on all aspects of work.

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

**E.1.2 CONTRACTOR QUALITY CONTROL INSPECTION**

At no time shall the Contractor rely upon Government inspections to provide notification of unsatisfactory performance. The CO and/or COR may observe the Contractor's inspection at any time and shall otherwise have unlimited access to the inspection data. Inspection procedures must provide the following information:

**E.1.2.1 PLOT INSPECTIONS**

Where the unit of measure is per acre, the Contractor shall maintain a plot system that provides an unbiased sample of tasks listed in the Performance Requirements Summary (Section E.3.3).

The plot system shall be consistent with the method of work. The Contractor shall sample at least 1% of the Unit, with a minimum of 5 plots per Unit.

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

### E.2 ACCEPTANCE

Contractor shall provide a written request for inspection and submit inspection sheets in accordance with the QCP. The Government will conduct an inspection and up to one re-inspection for each Unit. If the Contractor fails to meet the minimum AQL, the Contractor shall rework the Unit. Anytime more than two inspections are required per Unit, the Contractor may be assessed for additional inspections, which will include mileage and hourly rate of the COR. If follow-up inspections indicate that the minimum AQL was not met, the work will be deemed unsatisfactory and a payment reduction may result (Section G.2.1). Acceptance may be made for all or portions of work.

### E.3 GOVERNMENT QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

**E.3.1 QUALITY ASSURANCE INSPECTIONS**

The purpose of this plan is to provide a QASP for contract items and tasks performed. This QASP provides a basis for the COR to evaluate the quality of the Contractor’s performance. The oversight provided for the contract and this QASP will help to ensure that quality levels of the Contractor’s service(s) reach the required levels of performance.

By monitoring the Contractor’s service work, the COR will determine whether the performance levels set forth in the contract have been attained. Quality standards for all work descriptions specified in the Performance Requirements Summary (Section E.3.3).

The Government has the right to inspect and test all services called for by the contract to the extent practicable at all times and places during the term of the contract. The Government will perform inspections and tests in a manner that will not unduly delay the Contractor’s work.

If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reworking, the Government may:

1. Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
2. Reduce the contract price to reflect the reduced value of the services performed.

**E.3.2 GOVERNMENT INSPECTION OF SERVICES**

The Government will inspect service work completed by the Contractor and/or subcontractor as a basis for acceptance and payments, and to provide recommendations to improve work quality while work is in progress. The Contractor is responsible for providing quality control to assure that work complies with the requirements of contract specifications.

All work included in the contract specifications is subject to inspections by the Government at periodic intervals throughout the performance of this contract. Treatment inspections are for the sole benefit of the Government and shall not release the Contractor of the responsibility of providing quality control measures to assure that the work strictly complies with the contract requirements.

**E.3.2.1 INSPECTION FOR FUELS REDUCTION TREATMENTS**

Once the Contractor notifies the Government of Unit completion, the Government will have 14-days to start inspection for payment. Timeframe to complete inspections will depend upon the number of acres to inspect and availability of inspectors. Work with CO to determine when Units will be inspected.

**E.3.2.2 WORK QUALITY PERCENTAGE**

Work quality percentages are derived from data developed from inspection plots. The total number of satisfactory quadrants divided by the number of quadrants inspected determines the quality rate. The rate multiplied by 100 provides the work quality percentage.

For each completed work activity, Contractor’s quality control inspection percentage services completed will be compared to the Government’s assessment results. If the results differ by <5%, and the inspection has been conducted to the standards specified, the Contractor’s inspection will be considered acceptable and the quality percentage will be used as the basis for payment. When the results differ by more than 5%, the Government’s percentage will be used as the basis for payment.

EXAMPLE: Number of quadrants inspected 25

Number of satisfactory quadrants 23

23 divided by 25 92

Work Quality Percentage 92%

Government will pay 100% of CLIN price if work quality of all plots meeting the AQL % or greater. If below, the Government will issue a letter of non-compliance. The Contractor will be permitted to bring work quality to an acceptable standard. If the Contractor is unable to bring the work to an acceptable standard, then CLIN pricing will be reduced according to the Payment Reductions (Section G.2.1).

In the event that work is performed that is contrary to the requirements in the contract, the Government is not liable for costs incurred by the Contractor during negligent performance that is without the fault or negligence of the Government.

**E.3.3 PERFORMANCE REQUIREMENTS SUMMARY**

| **PERFORMANCE REQUIREMENTS** | | | |
| --- | --- | --- | --- |
| **DESCRIPTION** | **PERFORMANCE STANDARD** | **ACCEPTABLE QUALITY LEVEL (AQL)** | **MONITORING METHOD** |
| Felling | Cut all trees identified in the treatment descriptions; (Appendix A; Section II) | 100%  Unless otherwise agreed | * Review Contractor’s written record of Plot Inspection * Visual inspection—walk through Units * Random verification of compliance—Plot Inspection |
| Processing of Material | Utilization of Included Timber to contract specifications;  (Appendix B; Division A.2) | 100%  Unless otherwise agreed | * Regular onsite review of specification compliance * Written documentation of visual inspection |
| Skidding/Yarding | Skidding and yarding of all designated trees/material to designated location;  (Appendix A; Section II) | 100%  Unless otherwise agreed | * Review Contractor’s written record of Plot Inspection * Regular onsite review of specification compliance * Periodic verification of compliance with the use of walk trough and 1/20 acre Plot Inspection |
| Slash Treatment | Treatment of all slash to contract specifications;  (Section H.23) | 100%  Unless otherwise agreed | * Review Contractor’s written record of Plot Inspection * Regular onsite review of specification compliance * Periodic verification of compliance with the use of walk trough and 1/20 acre Plot Inspection |
| Removal | Hauling of processed trees, meeting specifications, from project area;  Appendix A and Appendix B | 100%  Unless otherwise agreed | * Regular onsite review of specification compliance * Written documentation of visual inspection |
| Road Maintenance | Perform Road Maintenance per  Appendix C specifications.  *If awarded*: Install and remove gate, per Section H.7.1 and Appendix A. | 100%  Unless otherwise agreed | * Regular onsite review of specification compliance * Written documentation of visual inspection |

Disincentives for failure to meet the above standards may be as follows:

1. Rework will be completed at Contractor’s expense.
2. If rework is not physically possible, payment deductions will be made for work falling below AQL (see Payment Reductions, Section G.2.1).
3. Damage to the residual stand or infrastructure will be assessed against the Contractor.
4. Government re-inspection charges.
5. Poor performance rating will be given.

### E.4 FAR and AGAR CLAUSES

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4)

E.4.1 —E.4.3 [Reserved]

**E.4.4 CLAUSES INCORPORATED BY REFERENCE**

**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 these addresses: [http://www.acquisition.gov/far](http://www.arnet.gov/far) and <http://www.usda.gov/procurement/policy/agar.html>.

| **FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES** | | |
| --- | --- | --- |
| Clause Number | Title | Date |
| PERTAINING TO ALL ITEMS | | |
| 52.246-4 | Inspection of Services—Fixed Price | (Aug 1996) |
| 52.246-20 | Warranty of Services | (May 2001) |

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| --- | --- | --- |
| **AGRICULTURE ACQUISITION REGULATION (AGAR) (48 CFR CHAPTER 4) CLAUSES** | | |
| [Reserved] |  |  |

## SECTION F—DELIVERIES OR PERFORMANCE

### F.1 SPECIAL CONTRACT TIME AND PERFORMANCE RESTRICTIONS

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

|  |  |  |  |
| --- | --- | --- | --- |
| **RESTRICTIONS** | | | |
| **UNIT** | **RESTRICTION** | **TIME PERIOD** | **PURPOSE** |
| All | No Operations | Contract award through termination:   * Monday – Saturday, from 7pm to 7am * Sunday, all day. | Reduce impact to private property landowners and forest visitors |
| All | No Operations | Federal/National Holidays: from 5pm the day before the holiday until 7am the day after the holiday | Reduce impact to private property landowners and forest visitors |
| All | No Operations | May 15th to the Tuesday after Labor Day weekend | Reduce the impact to forest campground visitors |
| 3, 6a, 6b | No Operations | March 1st to September 15th, annually. Operations may occur after June 1st, if approved by the Forest Service Biologist | Protect raptor nests |

**F.1.1 OPERATING SEASON**

The normal operating season is the **Tuesday after Labor Day** through **May 14th** annually.

**F.1.2 START WORK DATE**

The estimated start work date is **September 3, 2019**.

See Section F.1—Special Contract Time and Performance Restrictions, concerning the performance of work on this contract. Additional restrictions on the Scheduling of Work for Resource Protection, etc. may be addressed in the Technical Specifications.

**F.1.3 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK**

Contractor shall be required to:

1. Commence work under this contract in accordance with the accepted Operating Plan and Overall Schedule;
2. Start work when the Contractor receives the Notice to Proceed (NTP);
3. Prosecute the work diligently; and
4. Complete the entire project including final clean-up of the premises by **March 31, 2021**.

### F.2 [Reserved]

### F.3 SCHEDULES AND REPORTS

Contractor shall provide the following submittals as stated below unless otherwise mutually agreed upon. Contractor shall *update all submittals as needed*, *or as required by the CO, but in no case less than once per calendar year* on the anniversary of the initial contract award as stated in Block 3 of the SF-1449.

All schedules and reports shall be submitted electronically (via email) to the CO and COR, as identified by the CO.

|  |  |
| --- | --- |
| **SUBMITTALS** | |
| **DESCRIPTION** | **DUE** |
| PROPOSED OPERATION PLAN (OVERALL SCHEDULE): Contractor shall prepare and submit a practicable schedule showing the order in which the Contractor proposes to perform the work, and the starting and completion dates of various phases of the work. The schedule shall comply with the contract time requirements in the contract, including, but not limited to Sections C.5, F.1–1.3, and F.5.1 | With Proposal  (Refer to Section L for instructions)  When changes are made  &  Annually on award anniversary |
| SUBCONTRACTORS: If applicable, list of proposed subcontractors and their intended work. Subcontractors must have CO’s written approval prior to starting work on the project. Submit SF-1413. | With Proposal  (Refer to Section L for instructions)  When changes are made  &  Annually on award anniversary |
| QUALITY CONTROL PLAN: Refer to Section E | With Proposal  (Refer to Section L for instructions)  When changes are made |
| TRAFFIC CONTROL PLAN: Contractor shall prepare and submit a Traffic Control Plan detailing conformance with OSHA requirements, MUTCD requirements, and all other contract requirements, including, but not limited to Section H.6, “Traffic Control Plan” and the requirements included in the Appendices, if any | Bring a copy to Pre-Work Meeting (email final copy)  When changes are made |
| EROSION PREVENTION AND CONTROL PLAN: Contractor shall prepare and submit an Erosion Control Plan detailing permanent and temporary control measures to minimize erosion and sedimentation during and after contract performance. The plan shall conform to all contract requirements (Section H.15), including but not limited to the requirements in the Appendices, if any | Bring a copy to Pre-Work Meeting (email final copy)  When changes are made |
| SAFETY PLAN: Contractor shall comply with the requirements of FAR clause 52.236-13—Accident Prevention, for all activities under this contract (Section H.2) | Bring a copy to Pre-Work Meeting (email final copy)  When changes are made |
| DESIGNATION OF CONTRACTOR PERSONNEL: Delegation of Authority— describing responsibilities and authorities (Section C.5 and AGAR clause 452.237-74—Key Personnel in Section H.28.1) | Bring a copy to Pre-Work Meeting (email final copy)  When changes are made  &  Annually on award anniversary |
| FIRE PREVENTION PLAN: Contractor shall prepare and submit a Fire Control Plan detailing the operations necessary to control or suppress a fire set by the Contractor’s operations during the Fire Precautionary Period (Section H.19) | Bring a copy to Pre-Work Meeting (email final copy)  When changes are made |
| BIOBASED REPORT: See Section C.6—Suatainable Acquisitions | Annually on October 31 |

### F.4 [Reserved]

### F.5 FAR and AGAR CLAUSES

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4)

**F.5.1 CLAUSES PERTAINING TO ALL ITEMS—FULL TEXT**

**AGAR 452.211-74—PERIOD OF PERFORMANCE (Feb 1988)**

The effective period of this contract is from **September 3, 2019** through **March 31, 2021**.

(End of Clause)

F.5.2—F.5.3 [Reserved]

**F.5.4 CLAUSES INCORPORATED BY REFERENCE**

**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 theses addresses: [http://www.acquisition.gov/far](http://www.arnet.gov/far) and <http://www.usda.gov/procurement/policy/agar.html>.

|  |  |  |
| --- | --- | --- |
| **FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES** | | |
| Clause Number | Title | Date |
| PERTAINING TO ALL ITEMS | | |
| 52.242-15 | Stop-Work Order | (Aug 1989) |

|  |  |  |
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| **AGRICULTURE ACQUISITION REGULATION (AGAR) (48 CFR CHAPTER 4) CLAUSES** | | |
| [Reserved] |  |  |

## SECTION G—CONTRACT ADMINISTRATION DATA

### G.1 MEASUREMENT

All linear and area measurements under this contract are measured on a horizontal plane, unless otherwise noted.

### G.2 PAYMENT

It is anticipated that funds will be exchanged in the performance of this contract because the Timber or Other Products Value will not completely offset the costs of the work to be performed. Payment shall only be made under this Section to the extent that the work performed will not be offset by the Timber or Other Products Value during the contract period.

When payment is made to the Contractor for work performed, it will be made in accordance with FAR clauses 52.212-4(i)—Contract Terms and Conditions—Commercial Items, and 52.323-33—Payment by Electronic Funds Transfer—System for Award Management (included in FAR 52.212-5—Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Section I).

Contractor shall electronically submit complete invoices for payment to address listed in Block 18a of the SF-1449 when all invoiced work has been completed and accepted by the Government. Complete invoices shall contain:

1. Company name;
2. Tax Identification Number (TIN);
3. Signature and contact information of a person authorized to sign on behalf of the company;
4. Invoice number;
5. Contract number;
6. Project name;
7. Contract Line Item Numbers (CLIN) and the amounts to be paid for each; and
8. Completed Contractor Certification (Section G.2.4).

The value of work completed and Timber or Other Products Removed will be documented in a Stewardship Statement of Account produced by Forest Product Financial System (FPFS) monthly, when harvesting operations are underway.

**G.2.1 PAYMENT REDUCTIONS**

**G.2.1.1 PAYMENTS FOR WORK MEETING STATED AQL OR ABOVE**

The Government expects to receive quality services. The minimum AQL is required to achieve a satisfactory performance rating. Full payment will be made for final work meeting at least identified AQL, as identified in the Performance Requirements Summary (Section E.3.3).

If the work deliverable cannot be reworked to achieve the minimum required AQL, a reduction in payment of the Unit price will be applied as shown below.

**G.2.1.2 PAYMENTS FOR WORK WITH AQL BETWEEN 1%—10% BELOW MINIMUM AQL**

If the work deliverable cannot or will not be reworked to achieve the minimum required AQL, payment of 90% of the Unit price will be applied to work falling between 1% and 10% below the stated AQL.

Example: 90% AQL is achieved on work with a 95% AQL requirement (work is 5% below minimum AQL). Unit price is $10,000.00.

10,000 x 90% = 9,000. Contractor would be paid $9,000.00 for the Unit.

**G.2.1.3 PAYMENTS FOR WORK WITH AQL BETWEEN 11%—20% BELOW MINIMUM AQL**

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

Example: 75% AQL is achieved on work with a 95% AQL requirement (work is 20% below minimum AQL). Unit price is $10,000.00.

10,000 x 90% = 9,000 x 75% = 6,750. Contractor would be paid $6,750.00 for the Unit.

**G.2.1.4 PAYMENTS FOR WORK WITH AQL BELOW 21% MINIMUM AQL**

If the work deliverable cannot or will not be reworked to achieve the minimum required AQL, payment of 80% of the Unit price will be applied to work falling below 21% the stated AQL.

Example: 70% AQL is achieved on work with a 95% AQL requirement (work is 25% below minimum AQL). Unit price is $10,000.00.

10,000 x 80% = 8,000 x 70% = 6,400. Contractor would be paid $6,400.00 for the Unit.

**G.2.2 RE-INSPECTION COSTS**

If rework of any work performed is required, the Contractor will be assessed the costs incurred by the Government in performing such activities. One inspection, per Unit, during ongoing operations will be authorized, and one final inspection at the completion of all operations.

1. Any subsequent inspection requests will be re-inspected and will accrue re-inspection costs.
2. If the final inspection requires rework, the rework will be re-inspected and will accrue re-inspection costs.

|  |  |
| --- | --- |
| **CHARGE RATES FOR GOVERNMENT RE-INSPECTION OF WORK** | |
| **ACTIVITY** | **RATE** |
| Government wages (per employee performing re-inspection) | $50.00 per hour |
| Government Mileage\* | $0.58 per mile |
|  | |
| \*Mileage reimbursement rate in effect January 1, 2019 is $0.58 per mile. Mileage rates change periodically and the most current mileage rates for assessed damages at the time will be used. Most current mileage rates can be found at the General Services Administration website [GSA Mileage](http://www.gsa.gov/portal/category/104715). | |

**G.2.3 FINAL PAYMENT – RELEASE OF CLAIMS**

The Government shall pay the final remaining amount due to the Contractor under this contract only after—

1. Completion and acceptance of all work
2. A complete invoice (Section G.2), is received electronically at address listed in Block 18a of the SF-1449;
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 accepted from the operation of the release shall be received; and
4. All Government Furnished Property has been returned and accepted by the COR (if applicable).

**G.2.4 CONTRACTOR CERTIFICATION**

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **CONTRACTOR CERTIFICATION** | | | | |
| **Invoice** /  **Stewardship Credit Earned** | | | | **Page**:       **of**: |
| **INVOICE #**:  **INVOICE DATE**: | | **PROJECT**: | | **CONTRACT/TASK ORDER #**: |
| **CONTRACTOR NAME & ADDRESS**:             ,   . | | | | **REGION / FOREST / DISTRICT**: |
| I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT—   1. The amounts requested are only for performance in accordance with the specifications, terms, and conditions of this contract / Task Order; 2. Payments to subcontractors and suppliers have been made, and timely payments will be made for the work activities covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code; 3. This request for partial/progress payments and/or credits, does not include any amounts which the prime Contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and 4. This certification is not to be construed as final acceptance of a subcontractor’s performance. | | | | |
| **SIGNATURE**: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | |
| **NAME**: |  | | **EMAIL**: |  |
| **TITLE**: |  | | **PHONE**: |  |
| **DATE**: |  | | **PHONE**: |  |
|  | | | | |

### G.3 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 to perform all work required to complete the project in accordance with the appendices, drawings, specifications, clauses, and provisions of the contract. Payment for contract work will be made only for and under those pay items included in Section B.2—Schedule of Items. All other work and materials will be considered as incidental to and included in the payment for items shown.

### G.4 PRODUCT PAYMENT GUARANTEE

In accordance with 36 CFR §223.34, to guarantee payment for product in advance of cutting, the Contractor may earn Stewardship Credits in advance of cutting, or provide a product payment guarantee in the form of an acceptable surety, including a payment bond, irrevocable letter of credit (ILC), cash, or a deposit in a Federal Depository negotiable securities of the United States.

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

Securities shall be deposited through the CO, 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 the Government. The penal sum of such surety bond or the market value at the time of deposit of such negotiable securities shall be the maximum amount of the payment guarantee.

Product payment guarantee for a single contract shall be provided utilizing form FS-6500-12—Payment Bond.

Blanket Payment Bond:

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

### G.5 STEWARDSHIP CREDITS

Stewardship Credits are credits that are earned and established when Section B.2.1—Mandatory Work Activities have been performed by the Contractor and accepted by the Government. Stewardship Credits shall be earned at the rate as shown in the Schedule. Earned credits may be used to pay for Timber or Other Products Value included in Section B.2.3—Timber or Other Products Removal Price Schedule. Unless otherwise indicated in the Schedules, Stewardship Credits will be earned based upon Actual Quantities accomplished and accepted. The Total—All Products listed in Section B.2.3—All Products Stumpage Value, shall be paid for in earned Stewardship Credits.

### G.6 ESTABLISHMENT OF STEWARDSHIP CREDITS

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

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 by the Contractor and accepted by the Government. Acceptance may be for all, or a reasonable portion of, any specific activity.

Stewardship Credits will not be established for work that is in progress and/or that has not been accepted by the Government. No Stewardship Credits will be established for work performed under Section B.2.3—Timber or Other Products Removal Price Schedule.

### G.7 EXCESS STEWARDSHIP CREDITS

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

### G.8 EXCESS TIMBER OR OTHER PRODUCTS VALUE

In the event the value of the included Timber or Other Products exceeds the total value of all of the Mandatory Work Activities in Section B.2, plus the ordered Optional Work Activities in Section B.2 (if applicable), the Contractor shall make a cash payment for the excess Timber or Other Products Value. Any product value in excess of the Total in B.2.3—TIMBER OR OTHER PRODUCTS REMOVAL, will be paid for in cash.

### G.9 REFUND OF EXCESS CASH

If at any time the credit balance of the Stewardship Statement of Account exceeds the charges for Timber or Other Products removed to date and for Timber or Other Products that the Government 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 the Contractor. If no cutting is planned within the next 60-calendar days, a refund of the entire unencumbered cash balance may be made. After a refund, deposits shall be made to meet the requirements of the PRODUCT PAYMENT GUARANTEE (Section G.4), before additional Timber or Other Products may be cut.

### G.10—G.11 [Reserved]

## SECTION H—SPECIAL CONTRACT REQUIREMENTS

### H.1 EMPLOYMENT

**H.1.1 EMPLOYMENT OF ELIGIBLE WORKERS**

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

1. **GENERAL**

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

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

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

1. **DEFINITIONS**
2. **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.
3. **Migrant and Seasonal Agricultural Worker (MSPA):**  As used in this part means individuals employed for agricultural (including forestry) work on a seasonal or temporary basis.
4. 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.
5. An overnight absence from the migrant workers permanent place of residence is required.
6. 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

1. **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.
2. **REGISTRATION REQUIREMENTS**
3. Any Contractor providing or hiring H-2B nonimmigrants for work under this contract shall provide a copy of their Temporary Employment Certificate. General information about the H-2B program can be found on Fact Sheet # 78 at <http://www.dol.gov/whd/regs/compliance/whdfs78.htm>. Contractors can apply for the certificate through the US DOL Employment & Training Administration‘s on line iCERT Visa Portal System at <https://icert.doleta.gov/>.
4. Any Contractor who meets the definition above in (b)(3), providing or hiring migrant or seasonal workers to perform agricultural or manual forestry work shall first obtain a Federal DOL Farm Labor Contractor Certificate of Registration (<http://www.dol.gov/whd/forms/fts_wh530.htm>). The Contractor shall carry the certificate at all times while engaged in contract performance and shall display it upon request. Any of the Contractor's employees who perform any one or more of the activities defined as an FLC in paragraph (b)(3), above, must have their own FLC Employee Certificate. General information about MSPA can be found on Fact Sheet #49 at DOL Wage and Hour Divisions webpage <http://www.dol.gov/whd/regs/compliance/whdfs49.htm>.
5. **CERTIFICATIONS**

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

**H.1.2 WORKER PROTECTIONS**

1. **Worker Information Posters**
2. 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.
3. 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.
4. **Personal Protective Equipment**
5. 29 CFR Subpart I, OSHA's personal protective equipment (PPE) standard, which includes 29 CFR 1910.132, contains the general requirements for the provision of personal protective equipment and requires employers to perform a hazard assessment to select appropriate PPE for hazards that are present or likely to be present in the workplace. Specific requirements for PPE are also presented in many different OSHA standards, published in 29 CFR.
6. Before a worker begins operating equipment, the Contractor shall train the workers on the safe operation and use of the equipment.
7. 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

1. 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.
2. A checklist of applicable PPE guidelines typical for the work performed under this contract is provided. This does not relieve the Contractor of the responsibility of performing a risk assessment or providing the necessary PPE for their operations. Reference: <https://www.osha.gov/SLTC/personalprotectiveequipment/index.html> or <https://www.osha.gov/Publications/osha3151.pdf>
3. Personnel Protective Equipment Booklet.
4. MSPA – Forestry Working Conditions Checklist
5. General Machine and Vehicles Logging activities: <https://www.osha.gov/SLTC/etools/logging/mechanical/machines.html>
6. 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 <https://www.dol.gov/whd/regs/compliance/whdfs51.pdf>.

**H.1.3 EMPLOYMENT REQUIREMENTS**

1. Fact Sheets with relevant information may be found at <http://www.dol.gov/WHD/fact-sheets-index.htm>.
2. 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 <https://www.dol.gov/whd/regs/compliance/whdfs63.pdf>.
3. Contractor Employee List. Contractors are required to provide/maintain an active list of all employees performing work on the job site under this contract. The Employee List will identify employees by full name (aliases), supervisory duties if applicable, and appropriate Labor Occupation Code for work performed under the Service Contract Act Wage Rates and/or the Davis-Bacon Act and Related Acts (DBRA) as 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 CO.

**H.1.4 TRANSPORTATION**

1. 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.
2. See Fact Sheet #50: Transportation under the MSPA, for more information about the vehicle safety standards, driver’s licensing requirements, and vehicle insurance requirements <https://www.dol.gov/whd/regs/compliance/whdfs50.pdf>. Note that separate transportation requirements may apply if there are H-2B workers.

**H.1.5 HOUSING**

1. 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.
2. **Camping Requirements**. The Government has various camping opportunities. Check with the local Forest Service 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 Government reserves the right to terminate a camping permit at any time. These requirements are in addition to those contained in or provided for under AGAR clause 452.236-72—Use of Premises. 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 Government. 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 Government, 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 Government, 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.
5. Disorderly conduct is not permitted.
6. Damaging or removing any natural feature or other property of the Government is prohibited.
7. Servicing of equipment in the campsite is not permissible unless the campsite is within the project area.
8. 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.
9. Provide an adequate and convenient potable water supply in each camp for drinking and cooking purposes.
10. Provide adequate toilet facilities and toilet paper for the capacity of the camp. Service and maintain facilities in a sanitary condition.
11. Collect, store, and dispose of garbage in a manner to discourage rodent access, minimize attraction of flies, and prevent scattering by wind.
12. Provide and maintain basic first aid supplies, which must be under the charge of a person trained to administer first aid. The basic supplies shall include:
13. Gauze pads (at least 4”x4”)
14. Two (2) large gauze pads (at least 8”x10”)
15. Box adhesive bandages (band-aids)
16. One (1) package of gauze roller bandage (at least 2” in width)
17. Two (2) triangular bandages
18. Scissors
19. At least one (1) blanket
20. Tweezers
21. Adhesive tape
22. Latex gloves, and
23. Resuscitation device such as resuscitation bag, airway, or pocket mask.
24. Wash laundry in such a way that washing and rinsing will not pollute lakes, streams, or other flowing water.
25. Dispose waste water away from living and eating areas and in such a way that minimizes pollution to lakes, streams, and other flowing water.
26. 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 Government.

If authorized to have an open fire, the Contractor shall comply with the following fire regulations:

1. 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.
2. All fire rings or outside fireplaces must be approved by the Government. The area must be cleared down to mineral soil for a distance of 1 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.
3. 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.
4. All fuel must be stored in UL approved flammable storage containers and be located at least 50 feet from any open flame or other source of ignition.

### H.2 SAFETY

Contractor’s operations shall facilitate the Government’s safe and practical inspection of Contractor’s operations and conduct of other official duties on Contract Area. The Contractor has all responsibility for compliance with safety requirements for the 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 the Contractor may request an equitable adjustment.

1. Contractor shall provide a copy of their Safety Plan at the Pre-Work Meeting and electronically, via email, to the CO (Section F.3). The Safety Plan shall be kept in the contract folder for OSHA’s review.
2. The Safety Plan shall be available to all employees and subcontractors working on the contract.
3. The Safety Plan shall contain contingency plans for emergencies such as medical, fire, hazardous material spills, and any other assessed hazard; as well as prevention and abatement requirements that apply to this contract.

### H.3 REQUIREMENTS OF RIGHTS-OF-WAY

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

### H.4 USE OF ROADS BY CONTRACTOR

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

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

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

1. Cannot be used for log hauling or
2. May be used only under the restrictive limitations stated therein.

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

| **ROAD LIMITATION CODE** | |
| --- | --- |
| **CODE** | **USE LIMITATIONS** |
| X | Hauling prohibited |
| R | Hauling restricted |
| U | Unsuitable for hauling prior to completion of agreed reconstruction |
| P | Use prohibited |
| A | Public use restriction |
| W | Regulation waiver |

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **RESTRICTED ROADS** | | | | | |
| **ROAD** | **ROAD NAME** | **TERMINI** | | **MAP**  **LEGEND** | **DESCRIPTION OF RESTRICTIONS** |
| **FROM** | **TO** |
| NFSR 360.1 | N/A | Junction with  Hwy 119 | End of road | R | 1, 2, 3, 4 |

|  |  |
| --- | --- |
| **RESTRICTION DESCRIPTION** | |
| 1 | No hauling allowed when the road or subgrade is water saturated |
| 2 | No hauling allowed between the hours of 7pm to 7am, daily |
| 3 | No hauling allowed from May 15th to the Tuesday after Labor Day |
| 4 | No hauling allowed on federal holidays |

**H.4.1 SNOW REMOVAL** — See Appendix B, K-F.3.6#

### H.5 ROAD MAINTENANCE

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

### H.6 TRAFFIC CONTROL PLAN

Unless otherwise agreed in writing, when the Contractor’s operations are in progress adjacent to or on Forest Service controlled roads and trails open to public travel, the 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 the Contractor’s operations. Contractor and the Government shall agree to a specific Traffic Control plan for each individual project prior to commencing operations.

Traffic control devices shall be appropriate to current conditions and shall be covered or removed when not needed. Except as otherwise agreed, flaggers 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.

### H.7 USE BY OTHERS

The Government shall have the right to use any road constructed by the 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 the Contractor hereunder when such use will not materially interfere with the 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, the Government shall authorize other uses of roads constructed by the Contractor hereunder only if:

1. The Government makes appropriate arrangements to relieve the Contractor of related maintenance costs commensurate with such other uses, and
2. Such other uses will not materially interfere with the Contractor’s operations.

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

**H.7.1 CLOSURE TO USE BY OTHERS**

1. **Closure of Roads during Period of Contract.** Unless otherwise agreed to in writing between the Contractor and the Government, the Contractor shall, within 15-days of receipt of notice from the Government, install gates listed below and close gates on roads designated "To Be Closed" on Contract Area Map and listed below to effectively block access behind such gates to vehicle traffic except that constituting official use.

Official vehicle traffic shall constitute that use by the Contractor and the Contractor’s employees when engaged in contract area activities. It shall also include administrative traffic by the Government, and other landowners for the administration of their lands. The Contractor shall close gates after the passage of each vehicle, at the completion of daily activities, and as directed by the Government. The Government will monitorand administer closure activities.

1. **Closure of Roads at End of Contractor’s Use.** None.
2. **Contractor’s Operations in Areas Otherwise Closed to Motorized Vehicles.** During the period of this contract, when the Contractor’s operations are in areas otherwise closed to motorized vehicles, the Contractor shall not be permitted to hunt, transport hunters, discharge firearms, or transport big game animals with vehicles within the closed areas.

### H.8 PROTECTION OF LAND SURVEY MONUMENTS

The Government shall appropriately designate on the ground all known survey monuments, section corners, and other corner accessories. The Government shall post identifying signs on two 2 sides of each known bearing tree.

The Government shall arrange protective action that does not cause unnecessary delay to the Contractor in authorized clearings, such as Clearcutting Units and road construction, and in other instances where damage to monuments, section corners, and other corner accessories is unavoidable.

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

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

1. Areas, known by the Government prior to contract award, needing special measures for the protection of plants, animals, cultural resources, and/or cave resources are shown on the Contract Area Map and/or identified on the ground, and shall be treated as follows:
2. Wheeled or track laying equipment shall not be operated in areas identified as needing special measures except on roads, landings, tractor roads, or skid trails. The Contractor may be required to backblade skid trails and other ground disturbed by the Contractor’s operations within such areas in lieu of cross ditching. Unless otherwise agreed to in writing.
3. Trees will not be felled into areas identified as needing special measures. Unless otherwise agreed to in writing.
4. Contractor shall conduct operations in a manner that does not damage or disturb identified areas. In the event that protective measures identified by the Government are for any reason inadequate, the CO may delay or interrupt the Contractor’s operations, under this contract, and/or modify this contract.
5. Contractor shall immediately notify the Government if its operations disturb or damage any area identified as needing special protection, and shall immediately halt its operations in the vicinity of such area until the Government authorizes continued operations. In the event that the Contractor's operations disturb or damage an area identified as needing special protection, then the Contractor shall reimburse the Government for the full cost and expense of any evaluative and remedial measures undertaken by the Government in connection with such disturbance or damage. Such payment shall not relieve the Contractor from civil or criminal liability under applicable law.
6. Nothing contained in this Section/clause shall establish, or be deemed to establish any express or implied warranty on the part of the Government that the Government has identified all areas within the Contract Area requiring special protection, or that measures prescribed by the Government for protection of such areas are adequate.
7. Following contract award, additional areas needing special measures for protection may be discovered or identified; protective measures may be revised or newly prescribed; and, additional species of plants and/or animals may be added to federal lists of protected species. In such event, the CO may delay or interrupt the Contractor’s operations, under this contract, and/or modify this contract.
8. Discovery, by either the Contractor or the Government, of additional areas, resources, species, or members of species needing special protection shall be promptly reported to the other party.

### H.10 PROTECTION OF RESIDUAL TREES

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

### H.11 SANITATION AND SERVICING

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

Contractor shall maintain all equipment operating on the Contract Area in good repair and free of abnormal leakage of lubricants, fuel, coolants, and hydraulic fluid. The 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. The Contractor shall furnish oil-absorbing mats for use under all stationary equipment or equipment being serviced to prevent leaking or spilled petroleum-based products from contaminating soil and water resources. The Contractor shall remove from National Forest lands all contaminated soil, vegetation, debris, vehicle oil filters (drained of free-flowing oil), batteries, oily rags, and waste oil resulting from use, servicing, repair, or abandonment of equipment.

### H.12 PREVENTION OF OIL SPILLS

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

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

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

### H.13 HAZARDOUS SUBSTANCES

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

### H.14 EQUIPMENT CLEANING

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

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

Unless otherwise agreed, the Contractor shall give the Government at least 48-hours’ notice when equipment is ready for inspection. Notification will include an agreed upon location where the equipment will be available for inspection by the Government.

New infestations of noxious weeds, of concern to the Government and identified by either the Contractor or the Government, on the Contract Area or on the haul route, shall be promptly reported to the other party. The Contractor and the Government 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 the Government is available at each Forest Service office.

### H.15 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 the 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 the Contractor fails to do seasonal erosion control work prior to any seasonal period of precipitation or runoff, the Government may temporarily assume responsibility for the work and any unencumbered deposits hereunder may be used by the Government to do the work. If needed for such work, the Contractor shall make additional deposits on request by the Government. Any money deposited or used for this purpose shall be treated as cooperative deposits.

### H.16 STREAMCOURSE PROTECTION

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

1. Contractor’s operations shall be conducted to prevent debris from entering Streamcourses, except as may be authorized under paragraph (d). In event the Contractor causes debris to enter Streamcourses in amounts that may adversely affect the natural flow of the stream, water quality, or fishery resource, the Contractor shall remove such debris as soon as practicable, but not to exceed 2-days, and in an agreed manner that will cause the least disturbance to Streamcourses.
2. 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.
3. Wheeled or track-laying equipment shall not be operated in Streamcourses, except at crossings designated by the Government or as essential to construction or removal of culverts and bridges.
4. Flow in Streamcourses may be temporarily diverted only if such diversion is necessary for the Contractor’s planned construction and the Government 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 PROTECTION** | |
| --- | --- |
| **CONTRACT AREA MAP LABEL** | **RESTRICTION** |
| Streamside Management Zone (SMZ), Meadow Protection, and  Wetlands Protection | All equipment staging/refueling areas shall be located at least 300 feet away from streams, wetlands, Meadows, and Wet Aspen Stands |

### H.17 MEADOW PROTECTION

Reasonable care shall be taken to avoid damage to the cover, soil, and water in meadows shown on the 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 end-lining. Resulting logging slash shall be removed where necessary to protect cover, soil, and water.

### H.18 WETLANDS PROTECTION

Wetlands requiring protection under Executive Order 11990 are shown on the 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 CO. Additional measures needed to protect such areas are provided elsewhere herein.

### H.19 FIRE

See “**AGAR 452.236-78 – FIRE SUPPRESSION AND LIABILITY (MAR 2016)**” in Section H.28.1.

**H.19.1 FIRE PRECAUTIONARY PERIOD**

The Fire Precautionary Period is annually **July 1st to October 31st** 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.

**H.19.2 FIRE PRECAUTION**

Specific fire precautionary measures listed in Section H.19.3 shall be applicable during the Contractor’s operations in “Fire Precautionary Period” described in Section H.19.1. The CO may change the dates of the Fire Precautionary Period by advanced written notice if justified by unusual weather or other conditions. 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.

**H.19.3 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 (Section F) 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.

1. 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.

1. 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:
2. Department of Agriculture, Forest Service standard 5100, “SPARK ARRESTERS FOR INTERNAL COMBUSTION ENGINES,” (current edition); or
3. 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.

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

1. POWER SAWS. Each gasoline engine power saw shall be provided with one (1) chemical-pressurized fire extinguisher of not less than 8 ounce capacity by weight, and one (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.

1. 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, that 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.

1. 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.
2. 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.

### H.20 URGENT REMOVAL EXTENSIONS

Requests for urgent removal contract extensions under 36 CFR §223.53 should be submitted to the CO.  The CO may, in accordance with 36 CFR §223.53, grant a contract extension via bilateral modification to the contract. The terms of the extension will be determined on a case by case basis in accordance with 36 CFR §223.53 and other Government guidance.

### H.21 PROTECTED IMPROVEMENTS

So far as practicable, the Contractor shall protect Specified Roads and other improvements (such as roads, trails, telephone lines, ditches, gates and fences):

1. Existing in the operating area,
2. Determined to have a continuing need or use, and
3. Designated on the Contract Area Map.

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.

|  |  |  |
| --- | --- | --- |
| **PROTECTED IMPROVEMENTS** | | |
| **IMPROVEMENT** | **DESCRIPTION** | **LOCATION** |
| Gates | Metal and wire gates | As identified on Contract Area Map |
| Roads | All Roads (including associated features) |
| Powerlines | Overhead powerlines |
| Land Survey Monuments (H.8; H.22) | Within all Units |

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.

### H.22 PROTECTION OF IMPROVEMENTS NOT OWNED BY FOREST SERVICE

Contractor shall be responsible for coordination with all utility companies, or other parties affected, and make arrangements for all necessary adjustments of the public utility fixtures, pipelines, and other appurtenances likely to be affected by the Contractor’s operations. The Government will facilitate the initial introduction of the two parties.

When the Contractor’s operations are adjacent to properties of railway, telephone, or power companies, or other property, work shall not begin until the Contractor has identified actions necessary to prevent damage. The Contractor is responsible to verify the location and depth of any underground or overhead utility lines, and/or other improvements prior to operations.

Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and/or rearrangement operations in order that these operations may progress in a reasonable manner, utility duplication or rearrangement work may be reduced to a minimum, and services shall not be unnecessarily interrupted.

In the event of interruption to utility services because of accidental breakage or as a result of lines being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with that authority in the restoration of service until the service is restored.

### H.23 SLASH TREATMENT

Slash is defined as logs, tops, limbs, and other woody material, exclusive of stumps, which is created by the logging operation and remaining on the ground after logging. In areas where Contractor-created slash is intermingled and inseparable from pre-existing slash, slash disposal requirements shall apply to the pre-existing slash as well as the Contractor-created slash. Such areas are designated in the Contractor Slash Responsibility Table below.

Slash created in the construction of Specified Roads shall not be considered as logging slash in this Section.

Contractor shall perform the following work described below and/or as shown on the Contract Area Map. Unless otherwise agreed to in writing.

Slash treatment shall be completed within 30-days once skidding is substantially completed for a Unit. Unless otherwise agreed to in writing.

|  |  |
| --- | --- |
| **CONTRACTOR’S SLASH RESPONSIBILITY** | |
| **UNIT** | **TYPE OF SLASH DISPOSAL** |
| All | Landing Clean-up |
| Limb and Top Removal |
| Fall Leaners and Broken Tops |
| Scattering |

LANDING CLEAN-UP

A landing is considereda place where any logs or products are gathered for loading. Logs accumulated at landings, which do not meet the Utilization Standards i set forth in Appendix B, Division A, shall be decked or returned to the Unit, as agreed to in writing.

All slash accumulated at landings shall be piled, unless it is agreed to in writing, that the slash can be thrown back into an area that is planned to be broadcast burned.

Piles shall be reasonably compact and free of soil to facilitate burning. Piles shall be a minimum of **10** feet in height, to a maximum of **20** feet in height; and a minimum of **8** feet in width, to a maximum of **20** feet in width. Piles shall be of a size and location which will not impair road use or result in damage to residual timber. Piles shall be located a minimum of **50** feet from residual timber; **25** feet from roads; **150** feet from any utility poles, overhead powerlines, and private property; **100** feet from protected Streamcourses; and **20** feet from each other.

A machine constructed fire line down to mineral soil (all stumps removed), a minimum of **8** feet wide to a maximum of **12** feet wide, shall be constructed around each landing pile.

WHOLE TREE YARDING

Contractor shall leave tops and limbs of felled trees attached to included timber and yard them to landings.

FALL LEANERS AND BROKE TOPS

Contractor shall fall any damaged tree not meeting the Utilization Standards set forth in Appendix B, Division A. A damaged tree is one that is larger than **2** feet in height, and has the top knocked out, is leaning more than 10 degrees, has less than one half of its original limbs, or has approximately 50% of bark removed from the circumference of the bole.

Trees over **2** feet or more in height after being pulled over in the felling or yarding/skidding operation shall be severed from the stump.

SCATTERING

Logging slash shall be scattered away from, and without unnecessary damage to residual trees. All scattered logs shall be limbed, placed away from trees and positioned so they will not roll. Other logging slash shall be scattered to reduce slash concentrations with slash being generally left within **18** inches of the ground, and not in piles.

CHANGE IN SLASH TREATMENT

Slash treatment measures required may be changed upon written agreement. The Government shall determine the current cost of performing the work to be deleted and the work to be added. When the cost of work deleted exceeds the cost of work added, the agreement shall provide for a lump sum payment to the Government for the amount of the difference. When the cost of the work added exceeds the cost of work deleted, the change may be made only if the Contractor agrees to make the change with no cost adjustment.

### H.24—H.27 [Reserved]

### H.28 FAR and AGAR CLAUSES

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4)

**H.28.1 CLAUSES PERTAINING TO ALL ITEMS—FULL TEXT**

**AGAR 452.215-73—POST AWARD CONFERENCE (Nov 1996)**

A post award conference with the successful Offeror is required. It will be scheduled within 60-days after the date of contract award. The conference will be held at the Boulder Ranger District, and will include discussion of contract terms and work performance requirements, work progress schedule and fire prevention/suppression and safety plans.

(End of Clause)

**AGAR 452.236-78—FIRE SUPPRESSION AND LIABILITY (Mar 2016)**

1. Contractor's Responsibility for Fire Fighting. The Contractor, under the provisions of FAR clause at 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 listed in subsection (b).
2. Fire Suppression Costs. The Contractor's obligations for cost of fire suppression vary according to three classifications of fires as follows:
   1. Operations Fire. An “operations fire” is a fire caused by the Contractor's operations other than a negligent fire. The Contractor agrees to reimburse Forest Service for such cost for each operations fire, subject to a maximum dollar amount of **$3,400.00**. 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.
3. 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.
4. 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 FAR clause at 52.243-4—Changes.
5. 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.
6. State Law. The Contractor shall not be relieved by the terms of this contract of any liability to the United States for fire suppression costs recovered in an action based on State law, except for such costs resulting from operations fires. Amounts due to the Contractor for firefighting expenditures on operations fires shall not be withheld pending settlement of any such claim or action based on State law.

(End of Clause)

**AGAR 452.237-74—KEY PERSONNEL (Feb 1988)**

1. The Contractor shall assign to this contract the following key personnel (Section C.5):
2. Overall Project Manager
3. Logging Supervisor
4. Fuels Treatment Supervisor
5. Road Construction Supervisor(s): supervising work in the timber removal specifications as well as other road work, maintenance and obliteration
6. Individual Sub-Managers: supervising individual sub-contracts for work items not covered by personnel noted previously herein
7. 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.
8. 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 the receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

(End of Clause)

H.28.2—H.28.3 [Reserved]

**H.28.4 CLAUSES INCORPORATED BY REFERENCE**

**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 these addresses: [http://www.acquisition.gov/far](http://www.arnet.gov/far) and <http://www.usda.gov/procurement/policy/agar.html>.

| **FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES** | | |
| --- | --- | --- |
| [Reserved] |  |  |

|  |  |  |
| --- | --- | --- |
| **AGRICULTURE ACQUISITION REGULATION (AGAR) (48 CFR CHAPTER 4) CLAUSES** | | |
| Clause Number | Title | Date |
| PERTAINING TO ALL ITEMS | | |
| 452.236-72 | Use of Premises | (Nov 1996) |
| 452.236-73 | Archaeological or Historic Sites | (Feb 1988) |
| 452.236-74 | Control of Erosion, Sedimentation, and Pollution | (Nov 1996) |
| 452.236-76 | Samples and Certificates | (Feb 1988) |
| 452.236-77 | Emergency Response | (Nov 1996) |

# PART II—CONTRACT CLAUSES

## SECTION I—CONTRACT CLAUSES

### I.1 FAR and AGAR CLAUSES

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4)

**I.1.1 CLAUSES PERTAINING TO ALL ITEMS—FULL TEXT**

**FAR 52.217-7—OPTION FOR INCREASED QUANTITY – SEPARATELY PRICED LINE ITEM (Mar 1989)**

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

(End of Clause)

**FAR 52.245-2—GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (Apr 2012)**

1. This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an “as-is, where is” condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.
2. The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.
3. Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.
4. Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.
5. Government property provided under this clause:

| **GOVERNMENT FURNISHED PROPERTY** | | | |
| --- | --- | --- | --- |
| **DESCRIPTION** | **VALUE** | **QUANTITY** | **RETURN/CONSUMABLE** |
| Yale Keys | $300.00 each | 2 | Returned within 15-days of completion of Units behind a specific gate |
| Log Load Receipt Books | --- | Number to be determined by rate of haul | Returned to FS according to instructions inside book |

(End of Clause)

**I.1.2 CLAUSES PERTAINING TO SERVICE ITEMS—FULL TEXT**

**FAR 52.212-5—CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (May 2019)**

1. 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:
2. 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)).
3. 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
4. 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
5. 52.233-3, Protest After Award (Aug 1996) (31 USC §3553).
6. 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77, 108-78 (19 USC §3805 note)).
7. 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 items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995) (41 USC §4704 and 10 USC §2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 USC §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).

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 USC §6101 note).

(5) [Reserved]

(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).

(8) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 USC §6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 USC §2313).

(10) [Reserved]

(11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 USC §657a).

(ii) Alternate I (Nov 2011) of 52.219-3.

(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the Offeror elects to waive the preference, it shall so indicate in its offer) (15 USC §657a).

(ii) Alternate I (Jan 2011) of 52.219-4.

(13) [Reserved]

(14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 USC §644).

(ii) Alternate I (Nov 2011).

(iii) Alternate II (Nov 2011).

(15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Jun 2003) (15 USC §644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 USC §637(d)(2) and (3)).

(17) (i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 USC §637 (d)(4)).

(ii) Alternate I (Nov 2016) of 52.219-9.

(iii) Alternate II (Nov 2016) of 52.219-9.

(iv) Alternate III (Nov 2016) of 52.219-9.

(v) Alternate IV (Aug 2018) of 52.219-9.

(18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 USC §644(r)).

(19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 USC §637(a)(14)).

(20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 USC §637(d)(4)(F)(i)).

(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 USC §657f).

(22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 USC §632(a)(2)).

(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 USC §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 (Dec 2015) (15 USC §637(m)).

(25) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).

(26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).

(27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

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

(ii) Alternate I (Feb 1999) of 52.222-26.

(29) (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 USC §4212).

(ii) Alternate I (Jul 2014) of 52.222-35.

(30) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 USC §793).

(ii) Alternate I (Jul 2014) of 52.222-36.

(31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 USC §4212).

(32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(33) (i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 USC. chapter 78 and E.O. 13627).

(ii) Alternate I (Mar 2015) of 52.222-50, (22 USC chapter 78 and E.O. 13627).

(34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E.O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803).

(35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 USC §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 USC §6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items).

(36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

(37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

(38) (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.

(39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

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

(40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 USC §8259b).

(41) (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.

(42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

(43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

(44) 52.223-21, Foams (Jun 2016) (E.O. 13696).

(45) (i) 52.224-3, Privacy Training (Jan 2017) (5 USC §552a).

(ii) Alternate I (Jan 2017) of 52.224-3.

(46) 52.225-1, Buy American—Supplies (May 2014) (41 USC chapter 83).

(47) (i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 USC chapter 83, 19 USC §3301 note, 19 USC §2112 note, 19 USC §3805 note, 19 USC §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.

(48) 52.225-5, Trade Agreements (Aug 2018) (19 USC §2501, et seq., 19 USC §3301 note).

(49) 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).

(50) 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 USC §2302 Note).

(51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 USC §5150).

(52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 USC §5150).

(53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 USC §4505), 10 USC §2307(f)).

(54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 USC §4505, 10 USC §2307(f)).

(55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 USC §3332).

(56) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 USC §3332).

(57) 52.232-36, Payment by Third Party (May 2014) (31 USC §3332).

(58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 USC §552a).

(59) 52.242-5, Payments to Small Business Subcontractors (May 2019) (15 USC §637(d)(13)).

(60) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 USC Appx 1241(b) and 10 USC §2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(iii) Alternate II (Feb 2006) of 52.247-64.

1. 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 items:

(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

(2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 USC chapter 67).

(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 USC §206 and 41 USC chapter 67).

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 USC §206 and 41 USC chapter 67).

(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 USC §206 and 41 USC chapter 67).

(6) 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 USC chapter 67).

(7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 USC chapter 67).

(8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 USC §1792).

1. 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, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.
2. 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.
3. 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.
4. 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.
5. 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 items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
6. 52.203-13, Contractor Code of Business Ethics and Conduct (Jan 2019) (41 USC §3509).
7. 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)).
8. 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
9. 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 USC §637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
10. 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
11. 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
12. 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
13. 52.222-35, Equal Opportunity for Veterans (Oct 2019) (38 USC §4212).
14. 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 USC §793).
15. 52.222-37, Employment Reports on Veterans (Feb 2016) (38 USC §4212).
16. 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.

52.222-41, Service Contract Labor Standards (Aug 2018), (41 USC chapter 67).

1. (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 USC chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 USC chapter 78 E.O. 13627).

1. 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 USC chapter 67).
2. 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 USC chapter 67).
3. 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
4. 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
5. 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
6. (A) 52.224-3, Privacy Training (Jan 2017) (5 USC §552a).

(B) Alternate I (Jan 2017) of 52.224-3.

1. 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 USC §2302 Note).
2. 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 USC §1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
3. 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 USC Appx 1241(b) and 10 USC §2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
4. While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

I.1.3 [Reserved]

**I.1.4 CLAUSES INCORPORATED BY REFERENCE**

**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 these addresses: [http://www.acquisition.gov/far](http://www.arnet.gov/far) and <http://www.usda.gov/procurement/policy/agar.html>.

| **FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES** | | |
| --- | --- | --- |
| Clause Number | Title | Date |
| PERTAINING TO ALL ITEMS | | |
| 52.204-13 | System for Award Management Maintenance | (Oct 2016) |
| 52.204-18 | Commercial and Government Entity Code Maintenance | (Jul 2015) |
| 52.204-19 | Incorporation by Reference of Representations and Certifications | (Dec 2014) |
| 52.212-4 | Contract Terms and Conditions—Commercial Items | (Oct 2018) |
| 52.215-2 | Audit and Records—Negotiation | (Oct 2010) |
| 52.215-8 | Order of Precedence—Uniform Contract Format | (Oct 1997) |
| 52.223-2 | Affirmative Procurement of Biobased Products Under Service and Construction Contracts | (Sep 2013) |
| 52.223-5 | Pollution Prevention and Right-to-Know Information | (May 2011) |
| 52.223-6 | Drug-Free Workplace | (May 2001) |
| 52.223-17 | Affirmative Procurement of EPA-designated Items in Service and Construction Contracts | (May 2008) |
| 52.228-5 | Insurance—Work on a Government Installation | (Jan 1997) |
| 52.232-1 | Payments | (Apr 1984) |
| 52.232-8 | Discounts for Prompt Payment | (Feb 2002) |
| 52.232-11 | Extras | (Apr 1984) |
| 52.232-39 | Unenforceability of Unauthorized Obligations | (Jan 2013) |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors | (Dec 2013) |
| 52.233-4 | Applicable Law for Breach of Contract Claim | (Oct 2004) |
| 52.236-2 | Differing Site Conditions | (Apr 1984) |
| 52.236-3 | Site Investigation and Conditions Affecting the Work | (Apr 1984) |
| 52.236-5 | Material and Workmanship | (Apr 1984) |
| 52.236-6 | Superintendence by the Contractor | (Apr 1984) |
| 52.236-7 | Permits and Responsibilities | (Nov 1991) |
| 52.236-8 | Other Contracts | (Apr 1984) |
| 52.236-9 | Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements | (Apr 1984) |
| 52.236-10 | Operations and Storage Areas | (Apr 1984) |
| 52.236-11 | Use and Possession Prior to Completion | (Apr 1984) |
| 52.236-12 | Cleaning Up | (Nov 1991) |
| 52.236-13 | Accident Prevention—Alternate 1 | (Nov 1991) |
| 52.237-2 | Protection of Government Buildings, Equipment, and Vegetation | (Apr 1984) |
| 52.242-13 | Bankruptcy | (Jul 1995) |
| 52.242-15 | Stop-Work Order | (Aug 1989) |
| 52.243-1 | Changes—Fixed Price—Alternate I | (Apr 1984) |
| 52.243-4 | Changes | (Jan 2007) |
| 52.243-7 | Notification of Changes | (Jan 2017) |
| 52.244-6 | Subcontracts for Commercial Items | (Jan 2019) |
| 52.245-1 | Government Property—Alternate I | (Jan 2017) |
| 52.245-9 | Use and Charges | (Apr 2012) |
| 52.246-25 | Limitation of Liability—Services | (Feb 1997) |
| 52.249-1 | Termination for Convenience of the Government (Fixed-Price)(Short Form) | (Apr 1984) |
| 52.249-8 | Default (Fixed-Price Supply and Service) | (Apr 1984) |
| 52.253-1 | Computer Generated Forms | (Jan 1991) |

| **AGRICULTURE ACQUISITION REGULATION (AGAR) (48 CFR CHAPTER 4) CLAUSES** | | |
| --- | --- | --- |
| Clause Number | Title | Date |
| PERTAINING TO ALL ITEMS | | |
| 452.211-72 | Statement of Work/Specifications | (Feb 1988) |
| 452.211-73 | Attachments to Statement of Work/Specifications | (Feb 1988) |
| 452.228-71 | Insurance Coverage | (Nov 1996) |

# PART III—LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

## SECTION J—LIST OF ATTACHMENTS

**APPENDIX A**

Technical Specifications for Service Work Items 5 pages

**APPENDIX B**

Stewardship Contract Timber Removal Specifications 19 pages

**APPENDIX C**

Road Maintenance Requirements 13 pages

**MAP**

Contract Area Map 1 page

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **WAGE DETERMINATION** | | | | | |
| **TYPE** | **TITLE** | **NUMBER** | **REVISION** | **DATE** | **PAGES** |
| Service Contract Act | Forestry and Land Management Services | WD 1976-1351 | 56 | 03/12/2019 | 7 |

The listed attachments are made a part of this solicitation, in accordance with

AGAR 452.211-73—Attachments to Statement of Work/Specifications.

# PART IV—REPRESENTATIONS AND INSTRUCTIONS

## SECTION K—REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

(*K.1— Certification to be submitted with response*):

K.1 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 the Department of Labor (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.

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

Company certifies it will not be utilizing H-2B Workers under any resulting contract of this solicitation.

Company will be utilizing H-2B Workers (under any resulting contract of this solicitation. Provide a copy of Temporary Employment Certificate.)

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

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

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

Authorization includes:

Transporting workers

Housing workers

Company has applied for certificate of registration on      .

Contractors not currently having obtained a certificate (for each partner, if partnership) will be requested to furnish proof of having obtained a certificate prior to award of contract. Partnerships must furnish proof of registration of their assumed business name, if any, with the State of registration. State of       No.

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

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

|  |  |
| --- | --- |
| (Signature) | (Date) |
|  |  |
| (Printed Name) | (Title) |

### K.2 STATE LICENSING REQUIREMENTS

Include if there are specific requirements.

(*K.3— Certification to be submitted with response*):

K.3 EMPLOYMENT CERTIFICATION

The Offeror/Quoter represents and certifies that—

1. The firm/individual  is,  is not a current Federal Government employee.
2. The firm  is,  is not substantially owned or controlled by a Government employee or retiree. (FAR Part 3.6)
3. The firm/individual  is,  is not a former USDA employee.
4. The firm/individual  is,  is not a retired USDA employee.

If retired, give date of retirement:      .

1. The firm/individual  is,  is not related to a current Forest Service employee on any Forest Service units within the Rocky Mountain Region.

If so, list employee's name and location:      .

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

|  |  |
| --- | --- |
| (Signature) | (Date) |
|  |  |
| (Printed Name) | (Title) |

(*K.4— Certification to be submitted with response*):

### K.4 LOCAL CONTRACTOR CERTIFICATION

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

(End of Provision)

### K.5 FAR and AGAR PROVISIONS

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4)

**K.5.1 PROVISIONS PERTAINING TO ALL ITEMS—FULL TEXT**

(*FAR 52.204-8— Certification to be submitted with response*):

**FAR 52.204-8—ANNUAL REPRESENTATIONS AND CERTIFICATIONS (Jan 2018)**

1. The North American Industry Classification System (NAICS) code for this acquisition is 113310.
2. The small business size standard is 500 employees.
3. The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
4. If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
5. If the provision at 52.204-7 is not included in this solicitation, and the Offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

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

1. The following representations or certifications in SAM are applicable to this solicitation as indicated:
2. 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

The acquisition is to be made under the simplified acquisition procedures in Part 13;

The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

The solicitation is for utility services for which rates are set by law or regulation.

1. 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.
2. 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
3. 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
4. 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
5. Are not set aside for small business concerns;
6. Exceed the simplified acquisition threshold; and
7. Are for contracts that will be performed in the United States or its outlying areas.
8. 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.
9. 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
10. 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
11. 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
12. 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
13. 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
14. The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
15. The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
16. 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
17. 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
18. 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
19. 52.222-38, Compliance with Veterans’ Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
20. 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
21. 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
22. 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals–Representation. This provision applies to solicitation that include the clause at 52.204-7.
23. 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
24. 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
25. If the acquisition value is less than $25,000, the basic provision applies.
26. If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.
27. If the acquisition value is $50,000 or more but is less than $80,317, the provision with its Alternate II applies.
28. If the acquisition value is $80,317 or more but is less than $100,000, the provision with its Alternate III applies.
29. 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
30. 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.
31. 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
32. 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
33. The following representations or certifications are applicable as indicated by the Contracting Officer:

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

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Certification.

(v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

1. The Offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12-months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

(End of Provision)

**K.5.2 PROVISIONS PERTAINING TO SERVICE ITEMS—FULL TEXT**

(*FAR 52.212-3— Certification to be submitted with response*):

**FAR 52.212-3 – OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS**

**(Oct 2018)**

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through [https://www.sam.gov](https://www.sam.gov/). If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u)) of this provision.

1. Definitions. As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

1. Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
2. Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the Offeror, or that owns or controls one or more entities that control an immediate owner of the Offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the Offeror, that has direct control of the Offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 USC §395(b), applied in accordance with the rules and definitions of 6 USC §395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

1. PSC 5510, Lumber and Related Basic Wood Materials;
2. Product or Service Group (PSG) 87, Agricultural Supplies;
3. PSG 88, Live Animals;
4. PSG 89, Subsistence;
5. PSC 9410, Crude Grades of Plant Materials;
6. PSC 9430, Miscellaneous Crude Animal Products, Inedible;
7. PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
8. PSC 9610, Ores;
9. PSC 9620, Minerals, Natural and Synthetic; and
10. PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

1. Are conducted under contract directly and exclusively with the regional government of southern Sudan;
2. Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
3. Consist of providing goods or services to marginalized populations of Sudan;
4. Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
5. Consist of providing goods or services that are used only to promote health or education; or
6. Have been voluntarily suspended.

Sensitive technology—

1. Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
2. To restrict the free flow of unbiased information in Iran; or
3. To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
4. Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 USC §1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

1. Means a small business concern—
2. Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
3. The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
4. Service-disabled veteran means a veteran, as defined in 38 USC §101(2), with a disability that is service-connected, as defined in 38 USC §101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that—

1. Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
2. One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
3. Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
4. The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

1. Directly by a parent corporation; or
2. Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Veteran-owned small business concern” means a small business concern—

1. Not less than 51 percent of which is owned by one or more veterans (as defined at 38 USC §101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
2. The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

1. That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
2. Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

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](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 applicable to the NAICS code 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 (u) of this provision that the Offeror has completed for the purposes of this solicitation only, if any. 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*].
3. Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. [*Check all that apply*].
4. Small business concern. The Offeror represents as part of its offer that it  is,  is not a small business concern.
5. Veteran-owned small business concern. [*Complete only if the Offeror represented itself as a small business concern in paragraph (c)(1) of this provision*]. The Offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.
6. Service-disabled veteran-owned small business concern. [*Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision*]. The Offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.
7. Small disadvantaged business concern. [*Complete only if the Offeror represented itself as a small business concern in paragraph (c)(1) of this provision*]. The Offeror represents that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
8. Women-owned small business concern. [*Complete only if the Offeror represented itself as a small business concern in paragraph (c)(1) of this provision*]. The Offeror represents that it  is,  is not a women-owned small business concern.

***Note****: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold*.

1. WOSB concern eligible under the WOSB Program. [*Complete only if the Offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision*]. The Offeror represents that—
2. It  is,  is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
3. It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [*The Offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture*:      ]. Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.
4. Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the Offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision*]. The Offeror represents that—
5. It  is,  is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
6. It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The Offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture*:      ]. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
7. Women-owned business concern (other than small business concern). [*Complete only if the Offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision*]. The Offeror represents that it  is, a women-owned business concern.
8. Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business Offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by Offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:      .
9. HUBZone small business concern. [*Complete only if the Offeror represented itself as a small business concern in paragraph (c)(1) of this provision*]. The Offeror represents, as part of its offer, that—
10. It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and
11. It  is,  is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The Offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture*:      ]. Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.
12. Representations required to implement provisions of Executive Order 11246—
13. Previous contracts and compliance. The Offeror represents that—
14. It  has,  has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
15. It  has,  has not, filed all required compliance reports.
16. Affirmative Action Compliance. The Offeror represents that—
17. It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
18. It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
19. Certification Regarding Payments to Influence Federal Transactions (31 USC §1352). [*Applies only if the contract is expected to exceed $150,000*]. By submission of its offer, the Offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the Offeror with respect to this contract, the Offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The Offeror need not report regularly employed officers or employees of the Offeror to whom payments of reasonable compensation were made.
20. Buy American Certificate. [*Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American–Supplies, is included in this solicitation*].
21. The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”
22. Foreign End Products:

|  |  |
| --- | --- |
| LINE ITEM NO. | COUNTRY OF ORIGIN |
|  |  |
|  |  |
|  |  |

[*List as necessary*]

1. The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
2. Buy American—Free Trade Agreements—Israeli Trade Act Certificate. [*Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation*].
3. The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”
4. The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

|  |  |
| --- | --- |
| LINE ITEM NO. | COUNTRY OF ORIGIN |
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[*List as necessary*]

1. The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

|  |  |
| --- | --- |
| LINE ITEM NO. | COUNTRY OF ORIGIN |
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[*List as necessary*]

1. The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
2. Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The Offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

|  |
| --- |
| LINE ITEM NO. |
|  |
|  |
|  |

[*List as necessary*]

1. Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The Offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act'':

Canadian or Israeli End Products:

|  |  |
| --- | --- |
| LINE ITEM NO. | COUNTRY OF ORIGIN |
|  |  |
|  |  |
|  |  |

[*List as necessary*]

1. Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

|  |  |
| --- | --- |
| LINE ITEM NO. | COUNTRY OF ORIGIN |
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[*List as necessary*]

1. Trade Agreements Certificate. [*Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation*].
2. The Offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”
3. The Offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

|  |  |
| --- | --- |
| LINE ITEM NO. | COUNTRY OF ORIGIN |
|  |  |
|  |  |
|  |  |

[*List as necessary*]

1. The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
2. Certification Regarding Responsibility Matters (Executive Order 12689). [*Applies only if the contract value is expected to exceed the simplified acquisition threshold*]. The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its principals—
3. Are,  are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
4. 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 Federal, state or local government 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; and
5. Are,  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
6. Have,  have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.
7. Taxes are considered delinquent if both of the following criteria apply:

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.

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.

1. Examples.

The taxpayer has received a statutory notice of deficiency, under IRC §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 appear rights.

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 IRC. §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 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.

The taxpayer has entered into an installment agreement pursuant to IRC §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.

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

1. Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]
2. Listed End Products:

|  |  |
| --- | --- |
| LISTED END PRODUCT: | LISTED COUNTRIES OF ORIGIN: |
|  |  |
|  |  |
|  |  |

[*List as necessary*]

1. Certification. [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the Offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block*].

(i) The Offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The Offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The Offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the Offeror certifies that it is not aware of any such use of child labor.

1. Place of manufacture. [*Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products*]. For statistical purposes only, the Offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—
2. In the United States [*Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States*]; or
3. Outside the United States.
4. Certificates regarding exemptions from the application of the Service Contract Labor Standards. [*Certification by the Offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services*). [*The Contracting Officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies*].
5. Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The Offeror  does,  does not certify that—
6. The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the Offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
7. The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
8. The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
9. Certain services as described in FAR 22.1003-4(d)(1). The Offeror  does,  does not certify that—
10. The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the Offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
11. The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
12. Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
13. The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.
14. If paragraph (k)(1) or (k)(2) of this clause applies—
15. If the Offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the Offeror shall notify the Contracting Officer as soon as possible; and
16. The Contracting Officer may not make an award to the Offeror if the Offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.
17. Taxpayer identification number (TIN) (26 USC §6109, 31 USC §7701). [*Not applicable if the Offeror is required to provide this information to the SAM database to be eligible for award*].
18. All Offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 USC §7701(c) and 3325(d), reporting requirements of 26 USC §6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
19. The TIN may be used by the government to collect and report on any delinquent amounts arising out of the Offeror’s relationship with the Government (31 USC §7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror’s TIN.
20. Taxpayer Identification Number (TIN).

TIN:      .

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

1. Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other      .

1. Common parent.

Offeror is not owned or controlled by a common parent:

Name and TIN of common parent:

Name:

TIN:

1. Restricted business operations in Sudan. By submission of its offer, the Offeror certifies that the Offeror does not conduct any restricted business operations in Sudan.
2. Prohibition on Contracting with Inverted Domestic Corporations—
3. Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.
4. Representation. The Offeror represents that—
5. It  is,  is not an inverted domestic corporation; and
6. It  is,  is not a subsidiary of an inverted domestic corporation.
7. Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.
8. The Offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).
9. Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the Offeror—
10. Represents, to the best of its knowledge and belief, that the Offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
11. Certifies that the Offeror, or any person owned or controlled by the Offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
12. Certifies that the Offeror, and any person owned or controlled by the Offeror, does not knowingly engage in any transaction that exceeds $3,500 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 USC §1701 et seq.) (see OFAC’s Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).
13. The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—
14. This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
15. The Offeror has certified that all the offered products to be supplied are designated country end products.
16. Ownership or Control of Offeror. [*Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation*].
17. The Offeror represents that it  has, or  does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.
18. If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

[*Do not use a “doing business as” name*]

Is the immediate owner owned or controlled by another entity:  Yes or  No.

1. If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code:

Highest level owner legal name:

[*Do not use a “doing business as” name*]

1. Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.
2. As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—
3. Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
4. Was convicted of a felony criminal violation under any Federal law within the preceding 24-months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
5. The Offeror represents that—
6. It  is,  is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
7. It  is,  is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24-months.
8. Predecessor of Offeror. [*Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting*].
9. The Offeror represents that it  is or  is not a successor to a predecessor that held a Federal contract or grant within the last three-years.
10. If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three-years (*if more than one predecessor, list in reverse chronological order*):

Predecessor CAGE code:       [*or mark “Unknown*].

Predecessor legal name:      .   
[*Do not use a “doing business as” name*].

1. Reserved.
2. Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require Offerors to register in SAM (52.212-1(k)).
3. This representation shall be completed if the Offeror received $7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.
4. Representation. [*Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)*].
5. The Offeror (itself or through its immediate owner or highest-level owner)  does,  does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.
6. The Offeror (itself or through its immediate owner or highest-level owner)  does,  does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.
7. A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.
8. If the Offeror checked ``does'' in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:      .
9. In accordance with 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), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
10. The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
11. Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)

K.5.3 [Reserved]

**K.5.4 PROVISIONS INCORPORATED BY REFERENCE**

**FAR 52.252-1—SOLICITATION PROVISIONS 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 these addresses: [http://www.acquisition.gov/far](http://www.arnet.gov/far) and <http://www.usda.gov/procurement/policy/agar.html>.

| **FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES** | | |
| --- | --- | --- |
| Provision Number | Title | Date |
| PERTAINING TO ALL ITEMS | | |
| 52.204-16 | Commercial and Government Entity Code Reporting | (Jul 2016) |

## SECTION L—INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

### L.1 [Reserved]

### L.2 PROPOSAL PREPARATION INSTRUCTIONS

1. Offer is valid for 90 calendar days.
2. Proposals shall conform to the instructions provided in this Section. Proposals shall be neat, clearly and concisely written, indexed and logically assembled. The intent of your proposal is to communicate why you should be selected. Therefore, ensure you address/answer each instruction element. Failure to properly respond may eliminate you from the competition.
3. The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror’s initial proposal should contain the Offeror’s best terms from a technical and cost or price standpoint.

**L.2.1 DOCUMENTS**

Prospective Offerors shall concurrently submit two separate documents:

1. VOLUME I—TECHNICAL PROPOSAL
2. Respond to each evaluation criteria in Section L.3.
3. Experience questionnaire for personnel should be included with your Technical Proposal. An alternate format that provides all requested information may be used.
4. VOLUME II—PRICE PROPOSAL
5. Completed and signed SF-1449.
6. Complete Section B.2, Schedule of Items, for all items listed. Include Mandatory Items, Optional Items (if applicable), and Timber and Other Products Removal. Ensure to complete the total extensions.
7. Complete and return all certifications in Section K.

Submit your proposal electronically to the email address listed in Block 7a of the SF-1449. Both documents/Volumes shall be attached to one email.

Do NOT return the entire solicitation with either Volume of your proposal.

**L.2.2** All proposals must be complete, self-sufficient, and respond directly to the requirements of this solicitation. Any commitments made in the proposal shall become a part of the resultant contract. Apparent inconsistencies between promised performance and the solicitation, including all attachments listed in Section J, shall be fully explained. Any significant inconsistencies, if unexplained, raises a fundamental issue of the Offeror’s understanding of the solicitation, including all attachments listed in Section J, and/or ability to perform the contract. This may be a basis for rejection of the proposal. In no case shall words and/or statements like “we will comply with the requirements of the contract,” or equivalent statements, be acceptable to meet the requirements of this solicitation. Failure to comply with these instructions may result in the Offeror’s proposal being found non-responsive.

**L.2.3** Submitted materials should be fully responsive to and consistent with the requirements of the solicitation and the evaluation criteria listed in Section M. The format of the proposal shall be:

1. Pages shall be 8 ½” x 11”. Typing fonts should be no smaller than 12 pitch in a font that is easily readable such as Times, Times New Roman, or Arial.
2. Proposal pages should be numbered and not more than 50 pages in length for each Volume.

**L.2.4** Restriction on disclosure and use of data: Offerors that include in their proposal, data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes shall mark the title page with the following legend: *“This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of – or in connection with – the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets* [insert numbers or other identification of sheets]”. Mark each sheet of data it wishes to restrict with the following legend: *“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal*.”

**L.2.5** Disposition of Proposals. One original copy of the Technical Proposal, and one original copy of the Price Proposal will be retained in the official contract file. All copies will be destroyed after completion of the technical evaluations.

### L.3 PROPOSAL CONTENT

Proposals shall include the following areas:

**L.3.1 VOLUME I—TECHNICAL PROPOSAL**

**FACTOR 1—**TECHNICAL APPROACH

The Work Plan and Schedule, as well as the Quality Control Plan portions of the Offeror’s Technical Proposal will be incorporated into any resultant contract.

1.1—OPERATING PLAN AND SCHEDULE. Address your proposed Operating Plan as outlined in Section C.5. Include the sequence and methodology of accomplishing the following:

1. Timber removal,
2. Pre-commercial thinning with decking, and
3. Other slash treatments

Describe the methods that will be used to accomplish the Mandatory Work Activities in such a manner that your (or your subcontractor’s) approach to, and coordination between, the various operations are clearly described.

Address the removal and utilization of non-saw material.

Describe your approach for ensuring resource protection. Address both completion of work within individual Units and a general plan for sequence of work across the project, including all work items. What work element(s), if any, will be completed independent of product removal? Address how you will schedule treatments to minimize the impact on local roads and trails.

*Note: This is not a request for a detailed logging plan. After award, and prior to beginning work, the Contractor must, as stated in the Timber and Other Products Removal specifications, submit a detailed logging and resource protection plan covering each Unit; and is subject to approval by the CO*.

1.2—KEY PERSONNEL. Provide resumes of the persons to be designated as the Overall Project Manager, Logging Supervisor, Fuels Treatment Supervisor, and individual sub managers. Include years of experience and work on similar projects (this is NOT past performance, it is capability and experience of individuals). Section C.5 and AGAR clause 452.237-74—Key Personnel in Section H.28.1.

1.3—EQUIPMENT. Specify the equipment to be used to accomplish work activities involving timber removal, pre-commercial thinning, pre-commercial thinning with decking, and other slash treatments. Define the capability of equipment, including make, model, and age of proposed equipment.

1.4—QUALITY CONTROL PLAN. Address your proposed Quality Control Plan as outlined in Section E.

1. What supervisory and instruction measures you will employ to ensure that contract specifications will be met prior to requesting a Government inspection?
2. What are your self-inspection measures, including how you will inspect work for compliance with contract specifications?
3. Fully explain how project management/oversight will be accomplished for this project.

1.5—BIOPREFERRED PRODUCT USE.

1. The Offeror shall identify all recycled-content products, biobased products, environmentally preferable products and services, and non-ozone depleting substances to be acquired, used, and installed in the performance of this contract.
2. For each Biobased product, the Offeror shall specify the percentage of Biobased content, and for the USDA-designated Biobased content products, the Offeror shall demonstrate that the products to be used under this contract will contain the percentage specified in the USDA recommendations or the highest level of Biobased material practicable, consistent with USDA’s recommended percentages of Biobased content.
3. The Offeror shall identify prior sustainable product management experience in specifying, purchasing, using, and installing Biobased products. Provide a list identifying all relevant contracts performed over the past 2-years using sustainable products. Include a list of Biobased products utilized on the contract.
4. Provide a breakdown of the cost of items proposed for use and total value of those products to be utilized on this contract.
5. If the Offeror proposes utilizing non-designated products, a justification shall be provided for use of those items identified as non-designated products.

**FACTOR 2—**PAST PERFORMANCE

Provide your relevant past performance and relevant experience (this is separate from the experience of personnel) information including the following:

Furnish a list of 3 projects similar in size and scope to this project, completed by the company within the last 5-years. For each project cited, provide:

1. Name of the project;
2. Location of the project;
3. Total cost of the project;
4. Brief narrative of the project (less than ½ page per project);
5. Name of the Government Agency, Company, or Individual contracting the work;
6. Name, phone number, and email address of the Contracting Officer, Project Engineer (if a non-Government project), or individual administering the project; and
7. Any evaluations you received.

Past performance must be addressed for both the Offeror and any proposed major subcontractors.

Offerors without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably; they will receive a “Neutral” rating (FAR 15.305).

**FACTOR 3—**BENEFITS TO LOCAL COMMUNITY/LOCAL WORKFORCE

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

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

1. Milling facilities within 100 miles from Boulder County in the state of Colorado,
2. Provide an estimate on the number of woods workers to be employed who reside in Boulder County and adjacent counties, and
3. Subcontractors to be employed from Boulder County and adjacent counties.

**L.3.2 VOLUME II—PRICE PROPOSAL**

**FACTOR 4—**PRICE

Refer to Section L.2 for proposal preparation instructions. Provide your most competitive price for the Schedule of Items in Section B.2.

Unit price prevails. Ensure to complete the unit extensions.

All pricing should be in the format of dollars and cents.

### L.4 FAR and AGAR PROVISIONS

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4)

**L.4.1 PROVISIONS PERTAINING TO ALL ITEMS – FULL TEXT**

**FAR 52.216-1—TYPE OF CONTRACT (Apr 1984)**

The Government contemplates award of a Firm-Fixed Price, Integrated Resource Service Contract resulting from this solicitation.

(End of provision)

**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:

|  |  |  |
| --- | --- | --- |
| **NAICS** | | |
| **NAICS CODE** | **NAICS CODE DESCRIPTION** | **SIZE STANDARD** |
| 113310 | Logging | 500 employees |

(End of Provision)

**AGAR 452.237-71—PRE-BID/PRE-PROPOSAL CONFERENCE (Feb 1988)**

1. The Government is planning a pre-bid/pre-proposal conference, during which potential offerors may obtain a better understanding of the work required.
2. Offerors are requested and encouraged to submit all questions in writing at least 5-days prior to the conference. Questions will be considered at any time prior to or during the conference, however offerors will be asked to submit all questions in writing. Subsequent to the conference, an amendment to the solicitation containing an abstract of the questions and answers, and a list of attendees, will be disseminated.
3. Questions may be addressed to: [brooke.barker@usda.gov](mailto:brooke.barker@usda.gov).
4. The Government assumes no responsibility for any expense incurred by an Offeror prior to contract award.
5. Offerors are cautioned that, notwithstanding any remarks or clarifications given at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the Offeror to seek clarification prior to submitting an offer.
6. The conference (not mandatory) will be held:

**DATE**: August 15, 2019

**TIME**: 1030 MT

**LOCATION**: Boulder Ranger District, 2140 Yarmouth Avenue, Boulder, CO 80301

(End of Provision)

L.4.2—L.4.3 [Reserved]

**L.4.4 PROVISIONS INCORPORATED BY REFERENCE**

**FAR 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 these addresses: [http://www.acquisition.gov/far](http://www.arnet.gov/far) and <http://www.usda.gov/procurement/policy/agar.html>.

| **FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS** | | |
| --- | --- | --- |
| Provision Number | Title | Date |
| PERTAINING TO ALL ITEMS | | |
| 52.204-7 | System for Award Management | (Oct 2018) |
| 52.204-22 | Alternative Line Item Proposal | (Jan 2017) |
| 52.212-1 | Instructions to Offerors—Commercial Items | (Oct 2018) |
| 52.237-1 | Site Visit | (Apr 1984) |

| **AGRICULTURE ACQUISITION REGULATION (AGAR) (48 CFR CHAPTER 4) CLAUSES** | | |
| --- | --- | --- |
| Provision Number | Title | Date |
| PERTAINING TO ALL ITEMS | | |
| 452.204-70 | Inquiries | (Feb 1988) |
| 452.215-72 | Amendments to Proposals | (Feb 1988) |

## SECTION M—EVALUATION FACTORS FOR AWARD

### M.1 EVALUATION, NEGOTIATION AND AWARD PROCESS

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

Firms lacking a past performance record (e.g., new firms or those with no relevant experience within their organization) will be treated as an unknown performance risk, receiving a neutral score in this criteria.

**Overall Technical Proposal Evaluation—Compliance with Instructions**. In evaluating an Offeror’s technical capability, the Government will consider how well the Offeror complied with the instructions in this solicitation. The Government will consider any noncompliance to be indicative of what can be expected from the Offeror during contract performance.

### M.2 [Reserved]

### M.3 FAR and AGAR PROVISIONS

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4)

**M.3.1 PROVISIONS PERTAINING TO ALL ITEMS – FULL TEXT**

**FAR 52.212-2—EVALUATION–COMMERCIAL ITEMS (Oct 2014)**

1. 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:

FACTOR 1—TECHNICAL APPROACH

Subfactor 1.1: Operating Plan and Schedule

Subfactor 1.2: Key Personnel

Subfactor 1.3: Equipment

Subfactor 1.4: Quality Control Plan

Subfactor 1.5: Biopreferred Product Use

FACTOR 2—PAST PERFORMANCE

FACTOR 3—BENEFITS TO LOCAL COMMUNITY

FACTOR 4—PRICE

1. Technical and past performance, when combined, are: Approximately equal in importance to price.
2. *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).
3. 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.

(End of Provision)

M.3.2—M.3.3 [Reserved]

**M.3.4 PROVISIONS INCORPORATED BY REFERENCE**

**FAR 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 these addresses: [http://www.acquisition.gov/far](http://www.arnet.gov/far) and <http://www.usda.gov/procurement/policy/agar.html>.

| **FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS** | | |
| --- | --- | --- |
| Provision Number | Title | Date |
| PERTAINING TO ALL ITEMS | | |
| 52.217-3 | Evaluation Exclusive of Options | (Apr 1984) |