Bitterroot Front Stewardship IRSC

The Stevensville and Darby Ranger Districts of the Bitterroot National Foret are pleased to share the draft solicitation documents for the upcoming Bitterroot Front Stewardship Integrated Resource Service Contract. These materials are being provided for information and review purposes only. This is supplemental information to the Request for Information published on June 11, 2025. This is NOT a Solicitation Announcement, nor is it a Request for Proposal. This request does not obligate the Government in any contract award.

Please note the following important points:

- These documents are drafts and are subject to revision.
- At this stage, no proposals or offers will be accepted.
- Feedback, comments, or questions regarding the draft documents are welcome and may be submitted to Matthew Daigle, Acquisition Program Support Officer at matthew.daigle@usda.gov.

Your input will help ensure that the final solicitation is clear, comprehensive, and aligned with industry best practices. We value your expertise and look forward to your constructive feedback. Thank you for your attention and cooperation.

1. GENERAL INFORMATION:

The Government does not intend to award a contract on the basis of this RFI or otherwise pay for information requested; Responses will be treated as information only and not as a proposal.

All Offerors must be actively registered in the System for Award Management (SAM) https://SAM.gov to be eligible for award under this solicitation. If your registration is not active, you will not be considered for award.

2. SCHEDULE OF ITEMS

PROPOSED MANDATORY WORK ACTIVITIES:

Item No.	Description of Proposed Mandatory Work Activities	Unit	Estimate Quantity
Contract Area A-Sharrott Salvage			
1a	Cut and Remove Included Timber Sharrott Salvage Subdivision: Units: 1, 1A, 1B, 1C, 2, 3, 4, 4A, 6, 8, 9, 10, 11, 12, 13, 15, 17, 21, 22	Ton	7,712
Contract Area B-McCalla Laraon			
1b	Cut and Remove Included Timber McCalla-Larson Subdivision: Units: 1, 2, 3, 4, 5, 6, 7, 8, 9A, 9B, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 24A, 24B, 25, 26, 27, 27A, 28, 28A, 28B, 30, 31, 32, 33, 34, 34A, 35, 36, 37, 37A, 40, 41, 41A, 41B, 42, 43, 43A, 43B, 43C	Ton	25,218*Estimated
2b	Reconstruct NFS Roads: McCalla Larson Subdivision	Mile	3.69
	(a) 15101 - Mobilization	Lump Sum	1
	(b) 20209 - Selective Clearing, Type Roadside, Disposal Method (f)	Mile	1.12
	(c) 20425 – Drainage Excavation, Type II Dip, Tolerance Class A, Compaction Method 3	Mile	2
	(d) 21201 – Linear Grading, Compaction Method (C), Disposal Method (k)	Mile	2.57
	(e) 30326 - Roadway Reconditioning, Compaction Method 3	Mile	1.12
	(f) 60201 - 18-Inch Corrugated Metal Pipe, 16 Gage, Compaction Method (2)	Foot	76
Contract Area C- Fred Burr			
1c	Cut and Remove Included Timber Fred Burr Subdivision: Units: 1A, 1B,1C	Ton	1,982

Item No.	Description of Proposed Mandatory Work Activities	Unit	Estimate Quantity
Contract Area D- Square Tin			
1d	Cut and Remove Included Timber Square Tin Subdivision: Units: 1, 2, 3, 5, 6, 7, 8, 9A, 9C, 10, 13	Ton	7,924
2d	Reconstruct NFS Roads: Square Tin Subdivision	Mile	5.50
	(a) 15101 - Mobilization	Lump Sum	1
	(b) 20209 - Selective Clearing, Type Roadside, Disposal Method (f)	Mile	3.91
	(c) 20425 – Drainage Excavation, Type II Dip, Tolerance Class A, Compaction Method 2	Each	43
	(d) 30316 - Roadway Reconditioning, Compaction Method 2	Mile	7.48
Contract Area E- Spoon McCoy			
1e	Cut and Remove Included Timber Spoon McCoy Subdivision: Units: 18, 20, 21, 21A, 21B, 24, 25, 26, 27, 27A, 27B, 30, 31, 32, 32A, 32B, 32C, 32D, 32E, 33, 34, 35, 35A, 36, 36A, 36B, 37, 38, 40, 43, 44, 44A, 44B, 45,46, 47, 49, 50, 53, 54, 55, 56, 57, 58, 59, 63, 65, 66, 67, 68A, 68B, 69, 69A	Ton	56,089
2e	Reconstruct NFS Roads: Spoon McCoy Subdivision	Mile	14.40
	(a) 15101 - Mobilization	Lump Sum	1
	(b) 15201 – Drainage Structure Survey and Staking	Each	2
	(c) 20209 - Selective Clearing, Type Roadside, Disposal Method (f)	Mile	4.56
	(d) 20421 – Drainage Excavation, Tolerance Class F, Compaction Method 3	Each	4
	(e) 20425 - Drainage Excavation, Type II Dip, Tolerance Class A, Compaction Method 2	Each	48
	(f) 21201 – Linear Grading, Compaction Method C, Disposal Method (k)	Mile	0.95
	(g) 30316 - Roadway Reconditioning, Compaction Method 2	Mile	14.51
	(h) 60201 - 24-inch pipe culvert, CMP, gage 16, Compaction Method 2	Foot	80

Item No.	Description of Proposed Mandatory Work Activities	Unit	Estimate Quantity
Contract Area F- Hart Trap			
2f	Reconstruct NFS Roads: <u>Hart Trap Subdivision</u>	Mile	45.69
	(a) 15101 - Mobilization	Lump Sum	1
	(b) 15201 – Drainage Structure Survey and Staking	Each	10
	(c) 15710 – Sediment Trap, 4' x 4' x 8'	Each	2
	(d) 20101 - Clearing and Grubbing, Disposal Method (k)	Acre	2.0
	(e) 20209 - Selective Clearing, Type Roadside, Disposal Method (f)	Mile	19.49
	(f) 20210 - Special Clearing and Grubbing, Type Roadway, Disposal Method (k), Compaction Method 3	Mile	2.25
	(g) 20401 - Roadway Excavation, Compaction Method 2, Tolerance Class J	CY	4,327
	(h) 20425 - Drainage Excavation, Type II Dip, Tolerance Class A, Compaction Method 2	Each	97
	(i) 21201 - Linear Grading, Compaction Placement Method 3, Disposal Method (k)	Mile	1.76
	(j) 30316 - Roadway Reconditioning, Compaction Method 2	Mile	43.34
	(k) 60201 - 18-inch Pipe Culvert, CMP, Gage 16, Compaction Method 2	Foot	200
	(l) 62501 – Turf Establishment, Dry Method	Acre	1.1

PROPOSED OPTIONAL WORK ACTIVITES

Item No.	Description of Proposed Optional Work Activities	Unit	Estimated Quantity
Contract Area C- Fred Burr			
3c	Flag, Tag, Paint and GPS Boundaries	Acre	20
4c	Volume Determination	Lump Sum	1
7c	Cut and Remove Included Timber (Helicopter)	Ton	540
Contract Area D- Square Tin			
3d	Flag, Tag, Paint and GPS Boundaries	Acre	542
4d	Volume Determination	Lump Sum	1
7d	Cut and Remove Included Timber (Helicopter)	Ton	14,634
Contract Area E- Spoon McCoy			
3e	Flag, Tag, Paint and GPS Boundaries	Acre	694
4e	Volume Determination	Lump Sum	1
7e	Cut and Remove Included Timber (Helicopter)	Tons	18,738
Contract Area F- Hart Trap			
3f	Flag, Tag, Paint and GPS Boundaries	Acre	27
4f	Volume Determination	Lump Sum	1
5f	Cut and Remove Included Timber (Ground based)	Ton	38,556
6f	Cut and Remove Included Timber (Skyline/Tethered)	Ton	59,454
7f	Cut and Remove Included Timber (Helicopter)	Ton	729
Contract Area G-- Bear Creek			
3g	Flag, Tag, Paint and GPS Boundaries	Acre	168
4g	Volume Determination	Lump Sum	1
7g	Cut and Remove Included Timber (Helicopter)	Ton	4,536
Contract Area H- Cow Creek			
3h	Flag, Tag, Paint and GPS Boundaries	Acre	175
4h	Volume Determination	Lump Sum	1
5h	Cut and Remove Included Timber (Ground based)	Ton	1,188
6h	Cut and Remove Included Timber (Skyline/Tethered)	Ton	3,618
Contract Area I- Gash Creek			

Item No.	Description of Proposed Optional Work Activities	Unit	Estimated Quantity
3i	Flag, Tag, Paint and GPS Boundaries	Acre	799
4i	Volume Determination	Lump Sum	1
5i	Cut and Remove Included Timber (Ground based)	Ton	13,689
6i	Cut and Remove Included Timber (Skyline/Tethered)	Ton	7,884
Contract Area J- Brooks Creek			
3j	Flag, Tag, Paint and GPS Boundaries	Acre	557
4j	Volume Determination	Lump Sum	1
5j	Cut and Remove Included Timber (Ground based)	Ton	4,185
7j	Cut and Remove Included Timber (Helicopter)	Ton	10,854
Contract Area K- Smith Creek			
3k	Flag, Tag, Paint and GPS Boundaries	Acre	640
4k	Volume Determination	Lump Sum	1
5k	Cut and Remove Included Timber (Ground based)	Ton	11,556
6k	Cut and Remove Included Timber (Skyline/Tethered)	Ton	5,724
Contract Area L- Rebel Horse			
3l	Flag, Tag, Paint and GPS Boundaries	Acre	999
4l	Volume Determination	Lump Sum	1
5l	Cut and Remove Included Timber (Ground based)	Ton	22,869
6l	Cut and Remove Included Timber (Skyline/Tethered)	Ton	4,104
Contract Area M- Tamarack Creek			
3m	Flag, Tag, Paint and GPS Boundaries	Acre	170
4m	Volume Determination	Lump Sum	1
5m	Cut and Remove Included Timber (Ground based)	Ton	3,159
6m	Cut and Remove Included Timber (Skyline/Tethered)	Ton	351
7m	Cut and Remove Included Timber (Helicopter)	Ton	1,080
Contract Area N- Rock Lick			
3n	Flag, Tag, Paint and GPS Boundaries	Acre	806
4n	Volume Determination	Lump Sum	1
5n	Cut and Remove Included Timber (Ground based)	Ton	8,208

Item No.	Description of Proposed Optional Work Activities	Unit	Estimated Quantity
6n	Cut and Remove Included Timber (Skyline/Tethered)	Ton	6,534
7n	Cut and Remove Included Timber (Helicopter)	Ton	9,450
Contract Area O- Bass Creek			
3o	Flag, Tag, Paint and GPS Boundaries	Acre	862
4o	Volume Determination	Lump Sum	1
5o	Cut and Remove Included Timber (Ground based)	Ton	19,656
6o	Cut and Remove Included Timber (Skyline/Tethered)	Ton	3,618
Contract Area P- Moose-Hayes			
3p	Flag, Tag, Paint and GPS Boundaries	Acre	1,898
4p	Volume Determination	Lump Sum	1
5p	Cut and Remove Included Timber (Ground based)	Ton	45,522
6p	Cut and Remove Included Timber (Skyline/Tethered)	Ton	4,914
7p	Cut and Remove Included Timber (Helicopter)	Ton	810
Contract Area Q- Sweeny Creek			
3q	Flag, Tag, Paint and GPS Boundaries	Acre	298
4q	Volume Determination	Lump Sum	1
5q	Cut and Remove Included Timber (Ground based)	Ton	3,375
6q	Cut and Remove Included Timber (Skyline/Tethered)	Ton	4,671
Item 2- Optional Road Reconstruction			
2r	Road Reconstruction Remaining		
	(a) 15101 - Mobilization	Lump Sum	6
	(b) 15201 - Drainage Structure Survey and Staking	Each	34
	(c) 15710 - Sediment Trap, 4' x 4' x 8'	Each	10
	(d) 20101 - Clearing and Grubbing, Disposal Method (k)	Mile	0
	(e) 20209 - Selective Clearing, Type Roadside, Disposal Method (F)	Mile	30
	(f) 20210 - Special Clearing and Grubbing, Type Roadway, Disposal Method (k), Compaction Method 3	Mile	20
	(g) 20301 - Removal of Culvert, Disposal Method A	Each	5
	(h) 21201 - Linear Grading, Compaction Placement	Mile	3

Item No.	Description of Proposed Optional Work Activities	Unit	Estimated Quantity
	Method 3, Disposal Method (k)		
	(i) 20425 - Drainage Excavation, Type II Dip, Tolerance Class A, Compaction Method 2	Each	200
	(j) 20426 - Drainage Excavation, Type Roadside Ditch	Foot	500
	(k) 25201 - Rock Butress, Class 5 Riprap	CY	100
	(l) 30201 - Aggregate Surface Course, Grading G, 4-inch Depth, Compaction Method (a) 1	Cubic Yard	3,200
	(m) 30210 - Pit run, Maximum Size 8-Inch, Compaction Method 2	Cubic Yard	500
	(n) 30316 - Roadway Reconditioning, Compaction Method 2	Mile	80
	(o) 30401 - Full Depth Reclamation, 14-Foot Width, 6-Inch Depth, 3-Inch Minus, Compaction Method 2	Mile	5
	(p) 60201 - 18-inch pipe culvert, CMP, gage 16, Compaction Method 2	Foot	1,200
	(q) 60202 - 24-inch pipe culvert, CMP, gage 16, Compaction Method 2	Foot	160
	(r) 60501 - Standard Underdrain System	Foot	200
	(s) 61902 - Gate, Pipe	Each	10

PROPOSED OPTIONAL SALVAGE ACTIVITES

Item No.	Description of Optional Salvage Work Activities	Unit	Estimated Quantity
Salvage Prep Work- To be priced as needed			
3	Flag, Tag, Paint and GPS Boundaries	Acre	TBD
4	Volume Determination	Lump Sum	TBD
5	Cut and Remove Included Timber (Ground based)	Ton	TBD
6	Cut and Remove Included Timber (Skyline/Tethered)	Ton	TBD
8	Suppression Repair	Mile	TBD

TIMBER/PRODUCT REMOVAL PRICE SCHEDULE:

SPECIES	PRODUCT	ESTIMATED QUANTITY	UNIT OF MEASURE
Douglas-Fir and Others	Sawtimber	*87,578	Ton

Ponderosa Pine	Sawtimber	*10,783	Ton
Combined Softwood	Non-saw (topwood)	*795	Ton

*1 Remaining (McCalla-Larson) Cruise to begin 10/15/2025

TIMBER SUBJECT TO AGREEMENT PRICE SCHEDULE:

SPECIES	PRODUCT	ESTIMATED QUANTITY	UNIT OF MEASURE
Douglas-Fir and Others	Sawtimber	Unestimated	Ton
Combined Softwood	Non-saw (topwood)	Unestimated	Ton

Schedule Notes

A second site visit is scheduled for 10/28/25 to meet with project management and contracting staff, view the project area and discuss the objectives of this contract. The meeting will take place at 9:00 am MT at the Bitterroot National Forest Supervisors Office, 1801 North First St. Hamilton, MT 59801.

3. LAND MANAGEMENT ACTIVITIES.

The Forest Service is executing this procurement under the stewardship contracting authority provided under Section 8205 of Public Law 113-79, the Agricultural Act of 2014 as amended under Section 204 & 207 of the Consolidated Appropriations Act (Omnibus Bill 2018). Stewardship authority grants the Forest Service Chief or designee the authority to aggregate contractual requirements into stewardship projects and solicit those requirements utilizing full and open competition

Performance of land management activities shall be in accordance with Project Description and Work Specifications. Payment for Land Management Work Activities in **Schedule of Items** will be made in Stewardship Credits and Appropriated Funds.

All Base Work Activities (Mandatory) shall be performed. Optional activities are listed in order of planned priority. Award may be made for optional items in any order that the Contracting Officer determines is in the best interest of the Government.

4. FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION AUG 2025)

a) *Definitions*. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

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

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

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

(i) *Payment*—

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

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

(3) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been

made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

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

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

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

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

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

(D) Contractor point of contact.

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

(5) *Interest*.

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

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

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by if–

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

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

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

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

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

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

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

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

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

(q) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

(1) The schedule of supplies/services;

(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) *Unauthorized obligations*.

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

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

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

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

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

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

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

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause 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.

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

(End of clause)

ADDENDUM TO FAR 52.212-4

5. SCOPE OF CONTRACT

(a) Description of Work- The intent of the project is to dramatically increase the pace and scale of forest restoration treatment to mitigate risk of catastrophic wildfire. Work taking place in this project includes:

1. Contractor to complete the layout and cruising of selected project areas.
    a. Layout of timber removal units with flagging, tags, painting and GPS Boundaries. Intent is to GPS 100% of boundaries, flagging all boundaries excluding boundaries following system roads, with painting only be required on boundaries such as property lines, RHCA's, exclusions, or other similar type features. Tagging of boundaries will happen in areas of high visibility and will be identified by Forest Service in advance.
    b. Volume Determination. In project areas that are selected / awarded contractors shall complete timber cruises from Forest Service approved cruise plans. Contractor shall design cruise plans, cruise plots and process data. Collected data shall be provided to Forest Service.
2. Forest Service shall put together all final road packages, timber sale appraisals, contract area maps and associated project area specifications.
3. Contractor to complete all required road maintenance, construction, re-construction, and closure / decommissioning after use as needed for product removal.

a. Typical road work tasks may be included: grading, brushing, clearing and grubbing, lineal grading, new road construction, ditch cleaning, culvert cleaning, culvert installations and replacements, drain dip installation, slide removal, slope stabilization, clearing and grubbing, aggregate placement, full depth reclamation, gate installation, berm installations, underdrain systems, water bars, recontouring, scarifying, dust abatement and other similar type activities.

4. Contractor to complete all on the ground timber removal and hauling activities to sawmill, including temporary spur road construction, landing construction, required maintenance and treatments, rehabilitation / clean up activities, noxious weed treatment and all other required work called out in Appendix B and shown on sale area map.

   a. Ground Based. Product removal on slopes that will allow tractor removal. Slopes will be up to 35% with limited short runs up to 40%. Skid trail max lengths may be up to 2,500 feet long.

   b. Skyline Based. Product removal on slopes or have other design considerations that will require skyline removal. Units have been analyzed for option of tethered logging which will be considered on a case-by-case basis on slopes up to 60 percent at the discretion of the Forest Service.

   c. Helicopter Based. Product removal located in area's that will require helicopter removal.

(b) Resulting Contract – Any resultant contract will be a firm fixed price commercial services contract with requirements for timber removal.

(c) Project Location- Project is located along the western half (west of Hwy 93) of both the Stevensville and Darby/Sula Ranger Districts. The northern boundary of the project is northern boundary of Stevensville Ranger District bordering the Lolo National Forest and the southern boundary of project is West Fork Road south of Darby. The rough northern limit of project is roughly T 11 N, R 20 W, Section 18. The rough southern limit of project is roughly T 2 N, R 21 W, Section 27.

(d) Under this contract, "Contractor's Operations" shall include activities of or use of equipment of Contractor, Contractor's employees, agents, Subcontractors, or their employees or agents, acting in the course of their employment in operations hereunder on National Forest lands or within Forest Service protection boundary (unless acting under the immediate supervision of Forest Service).

(e) Contractor's Operations shall be conducted in a workmanlike and orderly manner. The timing of required Forest Service designation of work on the ground and the performance of other Forest Service work shall not be such as to cause unnecessary delay to Contractor.

6. SPECIFICATIONS

General specifications for each Contract Activity individually described by an item number in the Schedule of Service Items can be found in Appendix A. Specifications for timber removal can be found in Appendix B and associated road plans and specifications in Appendix C for Stewardship related projects. Incidental construction or reconstruction specified road work plans, drawings, exhibits, and specifications can be found in Appendix D, E, F, G, and H.

7. CONTRACTOR QUALITY CONTROL INSPECTION SYSTEM

The Contractor shall identify the quality control inspection system it will use to ensure that contract specifications will be achieved. At no time shall the contractor rely upon Government inspections to provide notification of unsatisfactory performance. The Contractor shall produce written inspection records in a format and at times and places satisfactory to the Contracting Officer. Inspection records shall be made available upon request of the

Contracting Officer and be maintained until the date of contract closure. The Contracting Officer may observe the Contractor's inspection at any time and shall otherwise have unlimited access to the inspection data.

8. ACCEPTANCE

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

9. GOVERNMENT QUALITY ASSURANCE SURVEILLANCE PLAN

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

10. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

The Contractor shall be required to (a) commence work under this contract within **30 calendar days** after receipt of Notice to Proceed for specified work items, (b) prosecute the work diligently, and (c) complete all work no later than **10/15/2036**. The time stated for completion shall include final cleanup of the premises.

11. PERIOD OF PERFORMANCE

The period of performance of this contract is from **date of award** through **10/15/2036.**

12. POST AWARD CONFERENCE

A post award conference with the successful offeror is required. It will be scheduled within **30** days after the date of contract award. The conference will be held at **Bitterroot National Forest Supervisors Office.**

13. PREWORK CONFERENCE

Annually, prior to commencement of work, a prework conference will be held to discuss contract terms and work performance requirements. Also at this meeting such things as responsibility under OSHA, and procedures for how undesignated timber that may have to be added to the contract (including danger trees) shall be discussed and documented.

14. CONTRACT OPERATIONS SCHEDULE

Contractor shall, before commencing operations, provide in writing an annual Operating Schedule of anticipated major activities and needs for logging Included Timber and completing stewardship projects, such as logging, road maintenance, and construction. Upon reasonable notice to Forest Service, such a schedule shall be subject to modifications necessitated by weather, markets, or other unpredictable circumstances.

The Contractor agrees to conduct its operations under this contract and other related business activities in compliance with Federal, State, and local statutes, standards, orders, permits and other regulations.

The Contractor shall meet all State and local environmental quality laws applicable to National Forest system lands.

Contractor's Operations may be conducted outside Normal Operating Season. "Normal Operating Season" is the period(s) beginning and ending on the dates stated below.

Work may be done any time during the term of the contract, except under the following conditions:

Restriction Description	Designation Method on CAM	Timeframe
Normal Operating Season	N/A	June 15 through October 15

Restriction Description	Designation Method on CAM	Timeframe
Engineering		Completion of road reconstruction in the McCalla Larson Contract Area no later than 9/30/2025
Engineering	N/A	Completion of all exercised road reconstruction no later than 10/15/2029
Erosion Control	N/A	Seed application shall be completed during the period May 1 to June 15, and/or September 1 to October 15 annually. Refer to Appendix B C6.601.
Fire Precautionary Period	N/A	May 1 through September 30 annually
Recreation	N/A	TBD-Temporary closures during periods of high public use within portions of the contract area
Timber	N/A	To accomplish special salvage objectives of this contract, Included Timber in Cutting Sharrott Salvage, Units: ALL, and McCalla-Larson, Units: 27a,32,33,34,34a,36,37a,40,41,41a,41b,42 shall be cut and removed from Contract Area by 12/31/2026 unless waived in writing by Forest Service.
Weeds	N/A	Completion of noxious weed treatments along roads or road segments utilized by the contractor between May 15 and October 31 annually. Refer to Appendix B C6.27
Wildlife		Harvesting and road construction activities shall not occur within ½ mile of any active golden, bald eagle and peregrine falcon nest, from February 1 through August 15. Or if the Wildlife biologist says that the nest is unoccupied during assessment during that time.
Wildlife	B	In order to protect Wolverine denning habitat, no activity is to occur from January 1st to May 15th.
Wildlife	C	March 31 through December 1 Annually. Food and Garbage associated with project activities must be stored in a vehicle or other bear proof container per Bitterroot National Forest (BRF) Food Storage Order.

15. USE AGREEMENTS BETWEEN FOREST SERVICE AND OWNER

Contractor is authorized to use Cell Tower Road subject to the terms and conditions of a Temporary Road Use Permit between the Forest Service and Allen LaRue. A copy of said Permit is available for review in the office of the District Ranger, Darby, MT and the Forest Supervisor Hamilton, MT.

16. SCHEDULES AND REPORTS

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

ITEM DESCRIPTION	Submittal Due
Proposed Operation Plan (Overall Schedule): The Contractor shall prepare and submit one electronic copy of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the estimated starting and completion dates of various phases of the work. The schedule shall comply with the contract time requirements in the contract.	With proposal for Mandatory Work and upon award of optional items
Schedule for Construction Items: The Contractor shall comply with the requirements of FAR 52.236-15 – Schedules for Construction Contracts.	At prework meetings
Subcontractors: List of proposed sub-contractors and their intended work. Sub-contractors must have Contracting Officer's written approval prior to starting work on the project. Submit on Standard Form 1413.	With proposal
Traffic Control Plan. The Contractor shall prepare and submit a Traffic Control Plan detailing conformance with OSHA requirements, MUTCD requirements, and all other contract requirements, including, but not limited to the requirements included in the Appendices, if any.	At prework meetings
Safety Plan. The Contractor shall comply with the requirements of the solicitation's safety clause for all activities under this contract.	With proposal
Quality Control Plan. Submit original with proposal. Any updates need to be provided for approval to the CO.	With proposal
Small Business Subcontracting Plan. Applies to large businesses only- A Draft Small Business Subcontracting Plan is required with any proposal from a large business. Refer to 52.216-9 Small Business Subcontracting Plan for requirements.	With proposal
Soil Erosion and Water Pollution Control Plan. The Contractor shall prepare and submit an Erosion Control Plan detailing permanent and temporary control measures to minimize erosion and sedimentation during and after contract performance. Plan shall conform to all contract requirements and the requirements in the Appendices.	At prework meetings
Designation of Contractor personnel describing responsibilities and authorities	At prework meeting
Annual Operating Plan. Contractor shall submit an annual plan listing units, roads and other information required in Appendix B.	Beginning of every operating season annually
Fire Control Plan. Contractor shall submit plan in accordance with requirements in Appendix B.	At prework meetings
Aggregate Gradation and Quality. Test results certifying material meet specifications. Shall be turned in to COR a minimum of 7 days before placement for review and approval.	Before Placement
Culvert Certifications. Certification of gauge. Shall be turned into COR a minimum of 7 days before placement for review and approval.	Before Installation
Weed Free Material Source. As applicable for reconstruction materials. Shall be turned in to COR a minimum of 7 days before placement for review and approval.	Before placement

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

17. PAYMENT

It is anticipated that funds will be exchanged in the performance of this contract because the value of the timber will not completely offset the value of the work to be performed. When payment is made to the contractor for work performed, it will be made in accordance with the specifications set forth under the payment methods provisions in Appendix A. When harvesting operations are underway, the value of work completed and timber removed will be documented monthly in the Forest Products Financial System which will produce a Statement of Accounts. Payment for funded work items will be net 14 days.

18. STEWARDSHIP CREDITS

Stewardship Credits are credits that are earned and established when work listed in the Schedule of Supplies/ Services has been performed and accepted. Stewardship credits may be cash or non-monetary (product value) and shall be earned at the rate as shown in award documents. Earned non-monetary credits may be used to pay for timber value included in the Schedule of Items. Unless otherwise indicated in the Schedules, credits will be earned based upon Actual Quantities accomplished and accepted.

19. ESTABLISHMENT OF STEWARDSHIP CREDITS

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

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

Invoices to establish cash credits (cash payment) are to be submitted electronically via the Invoice Processing Platform (IPP).

Invoices to establish non-monetary credit are to be submitted to the Contracting Officer Representative (COR) identified on award documents. These credits will be used to off-set the amount required to be paid for the forest products value when earned prior to the cutting of Included Timber.

20. TIMBER PAYMENT GUARANTEE

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

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

(c) Securities shall be deposited through the Contracting Officer accompanied by a power of attorney and agreement authorizing the bond-approving officer to sell or collect such securities if payment is not made within 15 days of billing by Forest Service. The penal sum of such surety bond or the market value at time of deposit of such negotiable securities shall be the maximum amount of the payment guaranteed.

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

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

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

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

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

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

21. EXCESS STEWARDSHIP CREDITS

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

22. EXCESS TIMBER VALUE

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

23. REFUND OF EXCESS CASH

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

24. FOREST PRODUCT APPRAISAL METHODOLGY

Minimum acceptable offer rates for Timber and Product removal were determined using standard Forest Service appraisal methodologies for each individual logging system.

25. TIMBER PRODUCT VOLUME ESTIMATION

Quantities listed in Timber/Product removal schedules are estimates only. Volume quantities are made available with the understanding that values shown are Forest Service estimates and are not guaranteed. Contractors are urged to examine the contract areas and make their own estimates.

26. FINAL PAYMENT - RELEASE OF CLAIMS

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

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

27. AGAR 452.204-70 MODIFICATION FOR CONTRACT CLOSEOUT (JAN 2025)

Upon contract closeout for contracts utilizing anything other than cost reimbursement:

(a) If unliquidated funds in the amount of $1000 or less remain on the contract, the Contracting Officer (CO) shall issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but will not be required to provide a signature. The CO shall immediately proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

(b) Upon contract closeout for contracts utilizing SAP: if unliquidated funds of more than $1000 remain on the contract, the CO shall issue a bilateral modification for deobligation. The contractor will receive a copy of the modification and will be required to provide a signature. (The CO may also request a "Contractor Release of Claims" be completed by the contractor, although not required for contracts and orders using SAP.) If the bilateral modification and Release of Claims are not returned to the CO within 60 days, the CO shall release the modification as unilateral and proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

(c) Upon contract closeout for contracts utilizing anything other than cost reimbursement, if unliquidated funds of more than $1000 remain on the contract, the CO shall issue a bilateral modification for deobligation. The contractor will receive a copy of the modification and a "Contractor Release of Claims" and will be required to provide a signature on both forms. If the bilateral modification and Release of Claims are not returned to the CO within 120 days, the CO shall release the modification as unilateral and proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

28. PHYSICAL DATA

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

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

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

29. USE OF PREMISES

(a) Before any camp, quarry, borrow pit, storage, detour, or bypass site, other than shown on drawings, is opened or operated on USDA land or lands administered by the USDA, the Contractor shall obtain written permission from the Contracting Officer. A camp is interpreted to include a campsite or trailer parking area of any employee working on the project for the Contractor. (b) Unless excepted elsewhere in the contract, the Contractor shall (i) provide and maintain sanitation facilities for the work force at the site and (i) dispose of solid waste in accordance with applicable Federal, State and local regulations. Such permission, if granted, will be without charge to the Contractor.

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

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

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

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

30. KEY PERSONNEL

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

Overall Project Manager
Logging Supervisor
Roads Treatment Supervisor (for road construction/reconstruction activities)
Sale Preparation Supervisor (for sale layout and cruising activities)

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

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

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

Key Personnel- Representatives:

Unless otherwise agreed, Contractor shall designate, in writing, a representative who is authorized to receive notices in regard to performance under this contract and take related action. In no case shall Contractor designate any representative to this contract who is currently debarred, proposed for debarment, or suspended by the Federal Government. Contractor's representative shall provide a copy of the contract to Contractor's field supervisor and persons authorized to assume responsibilities in the field supervisor's absence. Prior to initial operations and after shutdowns of 10 days or more, the Contractor's representative shall notify Forest Service 2 days before, excluding weekends and Federal holidays, any operations resuming in the Contract Area.

The Contractor's representative shall designate, in writing, a field supervisor, one of whose responsibilities shall be on-the-ground direction and supervision of Contractor's Operations. The field supervisor shall be readily available to the area of operations when operations are in progress and shall be authorized to receive notices in regard to performance under this contract and take related action. The responsibilities of the field supervisor shall include the safeguarding of National Forest resources and performance within the terms of the contract. The Contractor's representative will furnish the Forest Service with the names of persons authorized to assume responsibilities in field supervisor's absence. Such delegations may be made as part of Contractor's annual Operating Schedule.

Unless the Contracting Officer designates another Forest Service representative and notifies the Contractor in writing, the COR is the representative of Forest Service. The Forest Service representative shall:

(a) Receive notice in regard to performance under this contract,

(b) Take action in relation to this contract, and

(c) Be readily available to the area of work activities and logging operations.

The Contracting Officer shall designate other on-the-ground representatives in writing along with their specific contractual responsibilities and authority. Representatives with authority delegated in writing are the only Forest Service personnel authorized to provide notice or take related actions under the contract. Such a delegation shall be made within 60 days of contract award.

31. EMPLOYMENT OF ELIGIBLE WORKERS

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

If workers are hired under the H-2B program, (8 CFR Section 274A provisions of the Immigration and Nationality Act (INA) for the admission of nonimmigrants to the U.S. to perform temporary labor or services) a Temporary Employment Certification issued by the Office of Foreign Labor Certification (OFLC) in the Department of Labor Employment and Training Administration is required.

For further information on the requirements of the H-2B program, visit OFLC's website at https://www.dol.gov/agencies/eta/foreign-labor.

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

1. Definitions

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

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

   a) A worker, moving from one seasonal activity to another, is employed on a seasonal basis even though the worker may continue to be employed during a major portion of the year.

   b) An overnight absence from the migrant workers permanent place of residence is required.

   c) Members of the contractor's immediate family are not considered migrant or seasonal workers. Immediate family includes:

      - Spouse
      - Children, stepchildren, or foster children
      - Parents, stepparents, or foster parents, or
      - Brothers and sisters

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

4. Registration Requirements

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

B. Any contractor who meets the definition in (2.c.) above providing or hiring migrant or seasonal workers to perform agricultural or manual forestry work shall first obtain a Federal DOL Farm Labor Contractor Certificate of Registration (https://www.dol.gov/whd/forms/fts_wh530.htm). The contractor shall carry the certificate at all times while engaged in contract performance and shall display it upon request. Any of the contractor's employees who perform any one or more of the activities defined as an FLC in paragraph (2.c.) must have their own FLC Employee Certificate. General information about MSPA can be found on Fact Sheet #49 at DOL Wage and Hour Division's webpage https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/whdfs49.pdf.

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

5. Worker Protections

A. Worker Information Posters

a) A contractor who uses the H-2B program to meet its temporary employment needs must post and maintain the H-2B poster (WH-1505) in a conspicuous location accessible to workers at the job site.

b) The contractor shall display and maintain the MSPA poster (WH-1376) on the job site in a conspicuous location accessible to workers during the contract performance period.

B. Personal protective equipment

a) 29 CFR 1910 Subpart I, OSHA's General Industry personal protective equipment (PPE) standard contains the general requirements for the provision of personal protective equipment and requires employers to perform a hazard assessment to select appropriate PPE for hazards that are present or likely to be present in the workplace. OSHA requires that many categories of personal protective equipment meet or be equivalent to standards developed by the American National Standards Institute (ANSI).

b) Before a worker begins operating equipment, the contractor shall train the workers on the safe operation and use of the equipment

c) The contractor shall provide the appropriate personal protective equipment for the work required to be performed in the contract, wherever necessary by reason of hazards or processes encountered that may cause injury or impairment in the function of any part of the body. Except for foot protection, all PPE must be provided by the employer at no cost to the employee. Includes:

1. Head Protection
2. Hearing Protection
3. Eye/Face Protection
4. Leg Protection

5. Foot Protection
6. Hand Protection

d) PPE must be sanitary and in reliable condition. Do not use defective or damaged PPE. PPE must be inspected prior to use on each work shift to ensure it is in serviceable condition.

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

References:

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

f) Manual Logging and Forestry Related activities: https://www.osha.gov/SLTC/etools/logging/manual/logger/personal_equip.html

g) General Machine and Vehicles Logging and Forestry Related activities: https://www.osha.gov/SLTC/etools/logging/mechanical/machines.html

C. Field Sanitation.

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

6. Employment Requirements - Fact Sheets with relevant information may be found at https://www.dol.gov/agencies/whd/fact-sheets/78-h2b-overview. (English) or https://www.dol.gov/agencies/whd/fact-sheets/69-h2b-requirements/espanol (Spanish)

A. Contractors employing workers in forestry related work are required to comply with wage and payroll standards and recordkeeping requirements. Refer to Fact Sheet #63: Application of Federal Labor Laws to Reforestation found on the DOL Wage and Hour Division webpage.

B. Contractor Employee List. Contractors are required to maintain and provide upon request an active list of all employees performing work on the job site under this contract. The Employee List will identify employees by full name (aliases), supervisory duties if applicable, and appropriate labor Occupation Code for work performed under the Service Contract Act Wage Rates applicable to this contract. If Subcontractors are utilized, all tiers of subcontractor(s) are responsible for providing the same information for their employees to the Prime for submittal to the Contracting Officer.

7. Transportation

A. The contractor shall be registered to transport employees, unless employees provide their own transportation or carpool by their own arrangement in one of their own vehicles. Authorization for each vehicle that will be used to transport employees must appear on the contractor's certificate. If the contractor directs or requests employees to carpool, the registration requirement is applicable. Any driver, who transports workers for a fee or at the direction of the contractor, shall be registered as an FLC or an FLC employee.

B. See Fact Sheet #50: Transportation under the MSPA, for more information about the vehicle safety standards, driver's licensing requirements, and vehicle insurance requirements. Note that separate transportation requirements may apply if there are H-2B workers.

8. Housing

A. The authorization to furnish housing, other than commercial lodging certified by a health authority or other appropriate agency, must appear on the contractor's certificate. Contractors should contact their local Wage and Hour Division of the DOL for further information on the requirements of the Act.

B. Camping Requirements. The Forest Service (FS) has various camping opportunities. Check with local FS unit for camping requirements, camping permits may be required. Verify local fire restriction policies. If camps will be used to house workers subject to MSPA, they are also subject to the temporary labor camp standards at 29 CFR 1910.142. The Forest Service reserves the right to terminate a camping permit at any time. These requirements are in addition to those contained in or provided for under the clause titled Use of Premises in this contract. Any violation of these conditions constitutes a breach of contract and may result in revocation of camping approval.

1. Every structure used as shelter must provide protection from the elements. Where adequate heat is not provided, make other arrangements to protect workers from the cold. Cut firewood only after a District Firewood Permit is obtained.

2. The campsite must not encroach beyond the boundaries designated by the Forest Service. The campsite location must minimize impacts on streams, lakes, and other bodies of water. Camping is not permitted within developed recreational sites or along primary recreational roads.

3. The campsite must have a clean appearance at all times. Upon abandonment of any campsite, or termination, revocation, or cancellation of camping privileges, the contractor shall remove, within 10 calendar days, all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in the camping permit. Structures or improvements the contractor fails to remove within the 10 calendar day period becomes the property of the United States, however, the contractor remains liable for the cost of the removal and restoration of the site.

4. Unless otherwise designated by the CO, the use of the area is not exclusive and may be granted to other permittees, contractors, or recreating public. Disorderly conduct is not permitted.

5. Damaging or removing any natural feature or other property of the Forest Service is prohibited.

6. Servicing of equipment in the campsite is not permissible unless the campsite is within the project area.

7. Provide sanitary facilities for storing food. Provide ice chests or coolers, with ice supply made from potable water, and replenish as necessary. Provide sufficient storage for perishable food items.

8. Provide an adequate and convenient potable water supply in each camp for drinking and cooking purposes.

9. Provide adequate toilet facilities and toilet paper for the capacity of the camp. Service and maintain facilities in a sanitary condition.

10. Collect, store, and dispose of garbage in a manner to discourage rodent access, minimize attraction of flies, and prevent scattering by wind

11. Maintain basic first aid supplies available, which must be under the charge of a person trained to administer first aid.

The basic supplies must include:

- Gauze pads (at least 4x4 inches)
- Two large gauze pads (at least 8x10 inches)
- Box adhesive bandages (such as band-aids)
- One package of gauze roller bandage (at least 2-inches in width)
- Two triangular bandages
- Scissors
- At least one blanket
- Tweezers
- Adhesive tape
- Medical gloves, (latex or non-latex equivalent), and
- Resuscitation device such as resuscitation bag, airway, or pocket mask.

12. Wash laundry in such a way that washing and rinsing will not pollute lakes, streams, or other flowing water.

13. Dispose waste water away from living and eating areas and in such a way that minimizes pollution to lakes, streams, and other flowing water.

14. The contractor shall take all reasonable precautions to prevent and suppress forest fires. Do not dispose of material by burning in open fires during the closed season established by law or regulation without the written permission from the Forest Service.

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

    - A shovel, axe or Pulaski, a 10-quart pail, which is full of water for immediate use, and a fire extinguisher with an Underwriters Laboratory (UL) rating of at least 1:A 10:BC is required.
    - All fire rings or outside fireplaces must be approved by the Forest Service representative. The area must be cleared down to mineral soil for a distance of one foot outside of the ring or fireplace, and it must not have any overhanging material. Fire rings must be dismantled and material disposed prior to leaving the site.
    - All generators and other internal combustion engines must be equipped with Forest Service approved spark arrestors and/or factory designed muffler and exhaust system in good working order. They will be located in a cleared area with the same requirements as in described in the previous paragraph.
    - All fuel must be stored in UL approved flammable storage containers and be located at least 50 feet from any open flame or other source of ignition.

16. Contractors are required to provide certification of employment status as part of their representations, certifications, and acknowledgements at the time of submission of proposals/ offers/quotes.

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

Locations of known areas needing special measures for the protection of plants, animals, cultural resources, and/or cave resources are shown on Contract Area Map and/or identified on the ground. Special protection measures needed to protect such known areas are identified in Appendix B, if applicable.

In addition to any special protection measures noted, Contractor has a general duty to protect all known and identified resources referenced in this Subsection from damage or removal during Contractor's operations. Discovery of additional areas, resources, or members of species needing special protection shall be promptly reported to the other party, and operations shall be delayed or interrupted at that location, if Contracting Officer determines there is risk of damage to such areas, resources, or species from continued operations.

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

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

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

Label on Contract Area Map	Restrictions
TBD	Sensitive plant buffer, no equipment allowed within exclusion. Trees must be felled by hand.
TBD	Contractor shall comply with Bitterroot National Forest food storage order.
TBD	Streamcourse Protection measures, year round

33. EROSION PREVENTION AND CONTROL

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

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

34. PROTECTION OF LAND SURVEY MONUMENTS

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

In authorized clearings such as clearcutting units and road construction clearings, and in other instances where damage to survey monuments, corners, corner accessories and survey of property line markers is unavoidable,

Forest Service shall arrange protective or perpetuative action that does not cause unnecessary delay to Contractor.

Contractor shall protect all known survey monuments, witness corners, reference monuments, bearing trees and line markers against avoidable destruction, obliteration or damage during Contractor's operations. Additional monuments or objects discovered on the area shall be promptly reported to the other party and shall also be protected. If any known monuments, corners, corner accessories, and survey or property line markers are destroyed, obliterated or damaged during Contractor's operations, Contractor shall employ a registered professional land surveyor to reestablish or restore at the same location the monuments, corners, corner accessories or line markers. Such surveyors shall use procedures and monumentation that accords with the Bureau of Land Management Manual of Instructions for the Survey of the Public Lands of the United States for General Land Office surveys and any applicable State statutes concerned with land surveys. The contractor's agent shall record such surveys in accordance with state survey statutes.

35. PROTECTION OF IMPROVEMENTS

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

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

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

PROTECTED IMPROVEMENTS		
IMPROVEMENT	**DESCRIPTION**	**LOCATION**
Roads	All Roads (including associated features)	Throughout contract area
Cattleguards	If Present	Throughout contract area
Land Survey Monuments	Section 35- Protection of Land Survey Monuments	As identified on Contract Area Map
Powerlines	If Present	As identified on Contract Area Map
Irrigation Ditches	If Present	As identified on Contract Area Map
Trailheads	If Present	As identified on Contract Area Map
Fiberoptic Line	If Present	As identified on Contract Area Map
Cell/Communication Towers	If Present	As identified on Contract Area Map
Gates	If present	As identified on Contract Area Map
Fences	If present	Throughout contract area
Fiber Box	If present	As identified on Contract Area Map
Campgrounds	If present	As identified on Contract Area Map

Forest Service shall notify 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 Contractor's Operations.

When Contractor's Operations are adjacent to properties of railway, telephone, or power companies, or other property, work shall not begin until Contractor has identified actions necessary to prevent damage.

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 be- cause of accidental breakage or as a result of lines being exposed or unsupported, Contractor shall promptly notify the proper authority and shall cooperate withthat authority in the restoration of service until the serviceis restored.

When materials are to be hauled across the tracks of any railway, Forest Service will make arrangements with the railroad for the use of any existing crossing or for any new crossing required. Contractor shall make arrangements for use of alternate crossings. All construction work to be performed by Contractor on the rail- road right-of-way shall not damage railroad company's property.

36. PROTECTION OF PROPERTY

In construction and reconstruction of Roads, Contractor shall not unnecessarily remove, deface, injure, or destroy trees, shrubs, or other natural features, unless specifically authorized. To the extent practicable, Contractor shall confine operations to within the clearing limit or other areas designated in the contract and prevent the depositing of rocks, excavated materials, stumps, or other debris outside these limits.

Material that falls outside these limits shall be retrieved, disposed of, or incorporated in the work to the extent practicable and necessary to protect adjacent resource values, unless otherwise agreed.

37. PROTECTION OF RESIDUAL TREES

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

38. MEADOW PROTECTION

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

39. WETLANDS PROTECTION

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

Label on Contract Area Map	Restrictions

40. STREAMCOURSE PROTECTION

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

(a) Contractor's Operations shall be conducted to prevent debris from entering Streamcourses, except as may be authorized under paragraph (d). In event Contractor causes debris to enter Streamcourses in amounts that may adversely affect the natural flow of the stream, water quality, or fishery resource, Contractor shall remove such debris as soon as practicable, but not to exceed 48 hours, and in an agreed manner that will cause the least disturbance to Streamcourses.

(b) Temporary Roads shall not be constructed in RHCA's. Where road prisms already exist on the ground in RHCA's, those roads may be used with approval of fisheries biologist and COR.

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

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

(c) RHCA Limits: Category 1 streams have a 300' setback either side of stream. Category 2 & 3 streams have a150' setback from either side of stream. Category 4 streams have a 50' setback from either side of stream. All activities are prohibited within these setbacks except hauling, road maintenance and per approval of fisheries biologist and COR the use of existing landings. Distances are measured from streambank and are in slope distance.

(d) Log hauling will occur when roads are adequately frozen or dry. Hauling will cease when during periods that are wet enough to produce movement of fines on the road surface.

(e) Roads and drainage features shall be maintained to reduce sediment delivery and allow water to access drainage features. If snow plowing holes will be developed in berms to allow adequate water drainage to prevent road damage or excessive erosion. Plow blades must be equipped with shoes or runners that will leave a minimum of two inches of snow on roadway.

(f) If drafting from stream, intake hose will be fitted with a screen mesh equal or smaller 3/32 inch. Prior to entering stream and when moving between drafting site equipment that has potential to come into contact with stream must be inspected, clean and dry.

Label on Contract Area Map	Restrictions
See legend	Unless operating on existing roads, operations within areas shown on Contract Area Map within RHCA's is prohibited.

41. SANITATION AND SERVICING

Contractor shall take all reasonable precautions to prevent pollution of air, soil, and water by Contractor's operations. If facilities for employees are established on Contract Area, they shall be operated in a sanitary manner. Contractor shall not service tractors, trucks, or other equipment on National Forest lands where servicing is likely to result in pollution to soil or water. Contractor shall remove from National Forest lands all refuse resulting from use, servicing, repair, or abandonment of equipment. In the event that Contractor's operations or servicing of equipment result in pollution to soil or water, Contractor shall conduct cleanup to restore the polluted site to the satisfaction of the Forest Service.

42. PREVENTION OF OIL SPILLS AND HAZARDOUS SUBSTANCES

If Contractor maintains storage facilities for oil or oil products on Contract Area, Contractor shall take appropriate preventive measures to ensure that any harmful discharge of such oil or oil products does not enter into or upon any

navigable waters, adjoining shorelines, or other waters of the United States, as prescribed in 40 CFR 110. As soon as Contractor has knowledge that measures, as described in Sanitation and Servicing fail to prevent a discharge into or upon navigable waters or adjoining shorelines of the United States, Contractor shall notify the Contract Officer or Contract Officer Representative, the National Response Center and any other appropriate State agencies. In accordance with 40 CFR 110.6, all harmful discharges that occur as a direct or indirect result of Contractor's operations, regardless of whether such discharges are caused by Contractor's employees, agents, Subcontractors, or their employees or agents, directly or indirectly, as a result of Contractor's Operations must be reported.

Harmful discharges of oil are those that violate applicable State water quality standards, cause a film or sheen on the water's surface, or leave sludge or emulsion beneath the surface of the water or adjoining shorelines regardless of the amount of material discharged (40 CFR 110.3). As such reporting is not triggered by the amount of the discharge but by the presence of the criteria prescribed in 40 CFR 110.3. Harmful discharges meeting the criteria in 40 CFR 110 must be reported by Contractor. Contractor shall take whatever initial action may be safely accomplished to control all reportable discharges. Appropriate actions include but are not limited to containment, sorbents or dispersants as needed or as prescribed by the Spill Prevention Control and Countermeasures Plan pursuant to 40 CFR 112. Contractor shall prepare a Spill Prevention Control and Countermeasures (SPCC) Plan pursuant to EPA requirements as stated in 40 CFR 112 when the following conditions are met:

(a) Contractor maintains above ground storage facilities, including mobile storage, for oil or oil products on the Contract Area and the total storage capacity for these products exceeds 1,320 gallons in either a single container of greater than 1,320 gallons, or in multiple containers of 55 gallons or greater, and

(b) there is a reasonable expectation that a harmful discharge could reach navigable waters of the United States, adjoining shorelines or other waters as prescribed in 40 CFR 112.

Reasonable expectation for a discharge reaching navigable waters is based on the location of the storage facility to streams, ditches, gullies, or permanent water bodies that could be impacted as well as drainage patterns, soil conditions, precipitation runoff and the volume of material potentially spilled. The SPCC Plan shall outline measures which will prevent discharges from reaching navigable waters, adjoining shorelines, or other waters of the United States. According to §112.1(d)(1)(i), the determination of reasonable expectation for a harmful discharge must be based solely upon consideration of the geographical and locational aspects of the facility. If a Contractor makes a determination that, due to the location, the facility cannot reasonably be expected to discharge oil as described in §112.1(b), Contractor should be prepared to provide the rationale and any supporting documentation, if requested by the Contracting Officer, that explains why the facility does not have an SPCC Plan.

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

The Contractor will take whatever initial action may be safely accomplished to contain all spills.

43. EQUIPMENT CLEANING/NOXIOUS WEED CONTROL

(1) In order to prevent the potential spread of noxious weeds onto National Forest lands, the Contractor shall be required to furnish the Forest Service with proof of weed-free equipment. Cleaning shall remove all soil, plant parts, seeds, vegetative matter, or other debris that could contain or hold seeds. Only logging and construction equipment so cleaned and inspected by the Forest Service will be allowed to operate within the Contract Area. All subsequent move-ins of equipment to the Contract Area shall be treated in the same manner as the initial move in. "Off-road equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.

(2) Noxious weeds are defined as any exotic plant species established or that may be introduced in the State, which may render the land unfit for agriculture, forestry, livestock, wildlife, or other beneficial uses and which is designated by applicable state agecy or the local counties vendor is operating in, or by other appropriate agencies having jurisdiction.

(3) All equipment and vehicles to be used at the job site shall be cleaned and certified free of noxious weeds and their seeds prior to entrance onto the National Forest. The restriction shall include equipment and vehicles intended for off-road use, as well as on road use, whether they are owned, leased, or borrowed by the Contractor or subcontractor.

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

(5) Equipment, materials and vehicles shall be visually inspected by a designated Forest Service Officer, and certified in writing to be reasonably clean and weed free. Inspections will take place at a location designated by the Forest Officer in advance of equipment and material arrival. Equipment and vehicles are expected to proceed directly to the job site following the inspection.

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

44. REQUIREMENTS OF RIGHTS-OF-WAY

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

45. ROAD MAINTENANCE

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

When two or more commercial users are simultaneously using the same road where Forest Service is not requiring maintenance deposits, the commercial users will develop maintenance responsibilities and arrangements for accomplishing the work. The Forest Service must agree to this plan. If the commercial users cannot agree on maintenance responsibilities, Forest Service shall resolve the differences. If Contractor elects to use different roads than those listed, Forest Service shall determine Contractor's commensurate share of road maintenance and revise road maintenance deposits. If Forest Service cannot perform its full commensurate share of road maintenance, Forest Service shall make a cash payment to the Contractor for performance of such work.

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

46. USE BY OTHERS

Forest Service shall have the right to use any road constructed by Contractor under this contract for all purposes in connection with the protection and administration of the National Forest. Other parties, in connection with the

logging of tributary National Forest timber, may use roads constructed by Contractor hereunder when such use will not materially interfere with Contractor's Operations. Such third-party use shall be contingent upon the third party paying a fair share of maintenance cost commensurate with such commercial use. Unless otherwise provided, the Forest Service shall authorize other uses of roads constructed by Contractor hereunder only if:

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

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

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

47. INCIDENTAL PAYMENT ITEMS

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

48. SAFETY

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

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

Contractor shall notify Forest Service of any lost time personal injury accident or any accident or vandalism resulting in personal property damage over $400 in value that occurs as a result of or is associated with Contractor's Operations.

Contractor shall notify Forest Service within 8 hours of any personal injury accident. For vandalism and personal property accidents, Contractor shall notify Forest Service at the same time notification is given to the state and local law enforcement authorities.

Contractor shall take all reasonable measures after an accident or vandalism event to preserve the scene of the incident and provide information to facilitate a Forest Service investigation.

The method of notification shall be agreed to in writing at the prework conference.

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

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

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

49. CONTRACTOR PERFORMANCE SYSTEM REGISTRATION

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

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

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

50. INVOICE PROCESSING PLATFORM (IPP)

The "Submit Invoice-to" address for USDA orders is the Department of Treasury's Invoice Processing Platform (IPP). The Contractor must follow the instructions on how to register and submit invoices via IPP as prescribed in the previous communications from USDA and Treasury. All invoices shall be submitted via the electronic Invoice Processing Platform. This platform is managed by the U.S. Department of Treasury and additional information is available at this website: https://www.ipp.gov/. Payment vouchers submitted in IPP must be accompanied by an invoice that includes the information required by 5 CFR 1315.9

51. AGAR 452.236-70 EMERGENCY RESPONSE, FIRE SUPPRESSION, AND LIABILITY.

(a) *Contractor's Responsibility for Responding to Emergencies*. When directed by the contracting officer, the Contractor shall allow the Government to temporarily use employees and equipment from the work site for emergency work (anticipated to be restricted to firefighting). This is considered to be within the general scope of the contract. An equitable adjustment for the temporary use of employees and equipment will be made under the Contract Terms and Conditions—Commercial Products and Commercial Services Changes clause, FAR 52.212-4 (d).

(b) *Contractor's Responsibility for Fire Fighting*. The Contractor, under the provisions of FAR 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, subcontractors, or employees subject to the fire classifications listed in subsection (c).

(c) *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 the Forest Service for such cost for each operations fire, subject to a maximum dollar amount of $52,100. The cost of the Contractor's actions, supplies, and equipment expended or used on suppressing 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 the contractor's maximum obligation stated above, the 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*. The 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 the Forest Service, on any fire on the contract area other than an operations fire or a negligent fire.

(d) *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.

(e) *Performance by the Contractor*. Where the Contractor's employees, agents, contractors, subcontractors, or their employees or agents perform the Contractor's operations in connection with fire responsibilities, the Contractor's obligations shall be the same as if performance was by the Contractor.

(f) *State Law*. The Contractor shall not be relieved by the terms of this contract of any liability to the United States for fire suppression costs recovered in an action based on State law, except for such costs resulting from operations fires. Amounts due to the Contractor for firefighting expenditures on operations fires shall not be withheld pending settlement of any such claim or action based on State law.

50.1 FIRE PRECAUTIONS AND CONTROL

1. Fire Period and Closed Season

Specific fire prevention measures are listed below and shall be effective for the period **May 1 to September 30**of each year. The Forest Service may change the dates of said period by advance written notice if justified by unusual weather or other conditions. Required tools and equipment shall be kept currently in serviceable condition and immediately available for initial attack on fires.

2. Fire Plan

Before starting any operations on the project, the Contractor, Permittee, Licensee, or Purchaser, hereinafter referred to as the "Contractor," shall prepare a fire plan in cooperation with the Contracting Officer providing for the prevention and control of fires in the project area. The Contractor shall certify compliance with fire protection and suppression requirements before beginning operations during the fire period and closed season, and shall update such certification when operations change.

3. Substitute Measures

The Contracting Officer may by written notice authorize substitute measures or equipment or may waive specific requirements during periods of low fire danger.

4. Emergency Measures

The Forest Service may require emergency measures, including the necessary shutting down of equipment or portions of operations in the project area during periods of fire emergency created by hazardous climatic conditions.

5. Fire Control

The Contractor shall, independently and in cooperation with the Forest Service, take all reasonable action to prevent and suppress fires in the project area. Independent initial action shall be prompt and shall include the use of all personnel and equipment available in the project area. For the purpose of fighting forest fires on or in the vicinity of the project which are not caused by the Contractor's operations, the Contractor shall place employees and equipment temporarily at the disposal of the Forest Service. Any individual hired by the Forest Service will be employed in accordance with the Interagency Pay Plan for Emergency Firefighters. The Forest Service will compensate the Contractor for equipment rented at fire fighting equipment rates common in the area, or at prior agreed to rates. The Contractor’s responsibility to furnish crews and equipment shall extend to Initial Fire Suppression within 10 road miles of the contract area and to Fire Suppression Reinforcement within 50 road miles of the contract area.

6. Compliance with State Forest Laws

Listing of specific fire precautionary measures herein is not intended to relieve the Contractor in any way from compliance with the State Fire Laws covering fire prevention and suppression equipment, applicable to operations under this contract, permit or license.

7. Fire Precautions

Specific fire precautionary measures are set forth below. Upon request of Forest Service, Contractor shall permit and provide an individual to assist in periodic testing and inspection of required fire equipment. Contractor shall promptly remedy deficiencies found through such inspecting and testing.

The following requirements specified by the state of **Montana** shall apply during the fire precautionary period and during other such periods as specified by Forest Service.

1. CAMPFIRES

   a. Campfires cannot be left unattended and must be completely extinguished

   b. All campfires must be constructed in cleared or bare areas, and not allowed to spread beyond the established ring, pit, grate, or container.

   c. Anyone igniting a campfire is required to have fire tools listed in Item 3.

2. SPARK ARRESTERS.

   All internal combustion engines must be equipped with an approved and effective spark-arresting system, as established in the National Wildfire Coordinating Group's Spark Arrester

   Guides. Spark-arresting devices must be marked, properly installed, and maintained in accordance with the Guides. The following vehicles are exempt:

   a. automobiles and light trucks of less than 23,000 GVW when all exhaust gases pass through a properly installed and maintained exhaust system, baffle-type muffler, and tailpipe. Vehicles with glass-pack mufflers do not qualify for the exemption.

   b. heavy-duty trucks of 23,000 GVW or greater, with a muffler and vertical stack exhaust system extending above the cab.

   c. vehicles with other spark-arresting systems providing equal or increased effectiveness. Such vehicles must be inspected and have written authorization from the recognized fire protection agency.

   Equipment used for Contractor's Operations must meet the fire extinguisher and tool requirements listed in Item 3.

2. FIRE EXTINGUISHERS AND FIREFIGHTING TOOLS

   a. Chainsaw operators shall carry a fully charged and operable fire extinguisher, minimum-capacity 8-ounce liquid or 1-pound dry chemical, with a 4BC or higher rating.

   b. Vehicles and equipment, mobile or stationary, with a combustion engine/motor used for Contractor's Operations must have one operable, dry-chemical fire extinguisher with a minimum 2.5 -pound capacity and 4BC or higher rating.

   c. Chainsaw operators shall maintain one usable shovel at chainsaw-fueling sites.

   d. All persons or parties igniting a campfire shall have one usable shovel and bucket. Persons igniting a barbecue need not have a shovel or bucket if the ashes are not removed from the container and the ashes or container are not placed on or near combustible material.

   e. Contractor's Operations must have:

   i. One usable shovel or pulaski with each vehicle and equipment with an internal combustion engine/motor, mobile or stationary.

   ii. One backpack pump with each vehicle and with any equipment, used off road, mobile or stationary, with an internal combustion engine/motor, that cannot be used to build fireline and is being operated on combustible material.

   f. Other types of firefighting tools that provide increased efficiency or effectiveness may be substituted by written authorization.

For example: a combi_ firefighting tool may be substituted for a shovel or pulaski.

Backpack Pump: 5-gallon minimum; standard galvanized metal, fiberglass, or rubberized backpack water container with attached handpump; full of water at all times.

Bucket: Metal, plastic, canvas, or fiberglass container capable of holding at least one gallon of water.

Combi Tool: A tool combining a shovel and pick.

Pulaski: An ax with a medium size sharp grub hoe opposite the axe blade.

Shovel: Vehicle, equipment, and chainsaw operator shovels will have a minimum overall length of 36 inches with a round pointed shovel head with a minimum width of 6 inches. Shovels required for campfires must be at least 24-inches in length with a pointed shovel head. Folding handles qualify.

3. CABLE OR CABLE ASSISTED LOGGING

   a) Prevent moving lines from rubbing on rock or woody material in such a way to cause sparks or sufficient heat that may cause fuel ignition.

   b) All tail blocks and corner blocks shall be of an accepted haulback design which prevents line fouling and used with line guards. Such blocks shall be located to prevent cables from rubbing against trees, snags, down logs or rock when operating.

   c) Areas adjacent to blocks shall be cleared of flammable material within a 5-foot radius. One (1) shovel and one (1) serviceable 5 gallon backpack pump shall be maintained within 10 feet of each block.

4. BLASTING.

   Fuse or prima cord shall not be used unless authorized in writing by Forest Service, with special precautions stated.

5. SMOKING.

   Smoking shall not be permitted within logging operations except on surfaced or dirt roads, at landings, within closed vehicles, in camps or at other posted places. Smoking shall not be permitted while working or traveling on foot, within or through Sale Area.

6. PRECAUTIONS FOR WOOD STOVES

   Stovepipes on all temporary buildings, trailers, and tents using wood-burning stoves shall be equipped with roof jacks and serviceable spark arresters of mesh with openings no larger than 5/8 inch. All stovepipes, inside and out, shall not be closer than two (2) feet from any wood or other flammable material or one (1) foot if the combustible material is protected by a metal or asbestos shield.

7. DEBRIS AROUND BUILDINGS

   The grounds around buildings, tents and other structures shall be kept free of flammable material for a distance of at least 15 feet from the wall of such structures.

8. STORAGE OF PETROLEUM AND OTHER HIGHLY INFLAMMABLE PRODUCTS

   Gasoline, oil, grease, or other highly flammable material shall be stored either in a separate building or at a site where all combustible debris and vegetation is cleared away within a radius of 25 feet. Fire extinguishers and/or sand barrels may be required at such locations specified by Forest Service when unusually hazardous conditions exist.

9. EMERGENCY MEASURES

   Additional measures and/or other special requirements necessary during periods of critical fire-weather conditions shall be included in the fire prevention and pre-suppression plan.

10. WELDING.

Welding and use of cutting torches or cutoff saws will be permitted only in areas that have been cleared or are free of all material capable of carrying fire. Flammable debris and vegetation must be removed from within a minimum 10-foot radius of all welding and cutting operations. A shovel and a 5-gallon standard backpack water container filled and with handpump attached shall be immediately available for use in the event of a fire start.

11. FIRE PRECAUTIONS (HELICOPTER).

Contractor shall provide or take the following precautions or actions where helicopter yarding is specified or permitted.

A. Fire tools, including backpack pump and toolboxes, required at landings shall have a sling arrangement for immediate helicopter transportation of the tools to the vicinity of any fire within Contract Area. The sling arrangement shall not impede access to the tools.

B. Notify Forest Service immediately upon discovery of any fire in or adjacent to the operating area.

C. Store inflammable liquids (fuel) only in tank trucks or trailers specifically designed for storing and transporting liquid fuel or in stationary tanks securely bedded on skids or frames to prevent rolling or tipping. Fuel storage area shall be adequately diked with dirt to prevent fuel spillage or leakage from spreading beyond the diked area. Mobile fuel tanks (trailers or trucks) shall also be parked within a diked area.

Polyethylene, rubber or other flexible type fuel storage facilities will not be permitted on National Forest land.

D. Provide at fuel servicing operations fire extinguishers which have the following ratings based on the open hose discharge capacity, i.e., "broken hose" of the aircraft fueling system:

1. Where said capacity does not exceed 200 gallons per minute, at least one (1) approved extinguisher having a minimum rating of 20-B,

2. Where said capacity is in excess of 200 gallons per minute, but not over 350 gallons per minute, one (1) approved extinguisher having a minimum rating of 80-B,

3. Where said capacity is in excess of 350 gallons per minute, two (2) approved extinguishers, each having a minimum rating of 80-B.

Extinguishers of over 50 pounds gross weight shall be of the large diameter wheel type or be mounted on carts to provide mobility and ease of handling.

E. Provide a suitable helicopter water bucket which can be readily lifted and transported by the yarding helicopter to deliver water to a fire by dropping the water from the bucket by a remote gate release. The bucket shall be of a size capable of holding water equal in weight to 60 percent of the helicopter's external gross load as indicated in the Flight Operation Manual accompanying the helicopter and as approved by the Federal Aviation Administration for a standard day.

The bucket shall be located at the landing to which the helicopter is yarding logs and be ready for immediate use with a maximum hookup and get-away time of five (5) minutes. The bucket will either be kept full of water or retardant to the lift capacity of the aircraft at expected temperatures or a system provided acceptable to Forest Service, which has the capacity to fill the bucket within the 5-minute maximum hookup and get-away time.

Contractor shall develop or provide a water source from which the required bucket can be hoverfilled at least three (3) times without resupply. The water source, natural or artificial, shall be within five (5) minutes, round trip, by helicopter from Contract Area.

At least once a month the water bucket will be checked by making at least one (1) hookup and drop to assure that it is in operating condition.

F. Every aircraft used in conjunction with Contractor's Operations shall be equipped with an operable radio system. The radio system shall be capable of transmitting and receiving on VHF frequency 122.85 Megahertz (MHz) with a minimum output of 5 watts at the transmitter. The system shall be located and installed so that the pilot can operate it while flying. A shielded all-weather broad-band antenna shall be part of the system. Radio and antenna shall be properly installed and maintained.

Upon discovery or notification of a fire on the Contract Area, all aircraft pilots controlled by the Contractor shall monitor VHF frequency 122.85 MHz within 5 miles of the fire and broadcast their intentions.

12. WATER HANDLING EQUIPMENT

Contractor shall provide at a location satisfactory to Forest Service, a serviceable truck or trailer equipped with a firefighting tanker unit to be kept ready for instant use for fire suppression. The unit shall consist of a tank of not less than 100-gallon capacity upon which shall be mounted a live hose reel or live hose basket with 250 feet of a least 3/4-inch inside diameter heavy-duty rubber hose; a portable or power takeoff pump with discharge capacity of at least 20 gallons per minute at 70 P.S.I. pressure. Pumps shall be provided with a bypass or pressure relief valve so the hose nozzle may be shut while the pump is operating. Each tanker unit shall have a hose nozzle of the shut-off type, adjustable for straight stream, spray or fog, an additional 250 feet of 3/4-inch heavy-duty rubber hose or 1-inch cotton jacket rubber-lined or linen hose to be carried on the unit for use as needed. Tools, adapters, accessories and fuel necessary to operate the pump and truck or trailer shall be provided. If a trailer is used, a serviceable vehicle with the proper trailer tow hitch shall be located at a point satisfactory to Forest Service.

Where water is available, a supply sufficient for rapidly filling the water tank shall be agreed upon at one or more accessible points along or adjacent to the main truck roads. Water pump intakes shall have at least 12 feet of 1-inch suction hose with an intake screen less than our equal to 3/32 inch in pore size.

Skidders, dozers, pumper cats, and engines with mounted or quick connect tanks, meeting current NRCG minimum standards will be an acceptable substitute to a pump and trailer except the use of a Type 7 engines. Type 7 engines may not be used as a substitute for pump and trailer.

NORTHERN ROCKIES CCOORDINATING GROUP (NRCG) minimum standards can be found at: https://gacc.nifc.gov/nrcc/nrcg/committees/business/nr%20supplements/NR_Chapter20.pdf

52. ECONOMIC PRICE ADJUSTMENT (EPA)- BIENNIAL INDEX-BASED ADJUSTMENT

Authority: This provision is issued pursuant to FAR 16.203 and FAR 16.203-4(d). The Contracting Officer has determined that the standard Economic Price Adjustment clauses at FAR 52.216-2, 52.216-3, and 52.216-4 are not appropriate for this acquisition. Accordingly, this agency-prescribed provision is used in their place.

(a) *Base Pricing*. The unit prices established at award are firm for the initial period of performance and shall remain in effect until the first scheduled adjustment date.

(b) *Applicability*. This clause applies only to future optional work exercised after the effective date of an adjustment. Prices for optional work awarded after an adjustment shall be calculated in accordance with this provision. Prices for work already awarded at contract award or under previously exercised options shall remain firm and unaffected.

(c) Adjustment Index. Adjustments shall be based on changes in a blended index composed of:

- 60 percent: U.S. Bureau of Labor Statistics, *Producer Price Index by Industry: Logging* [PCU11331133], retrieved from FRED, Federal Reserve Bank of St. Louis (https://fred.stlouisfed.org/series/PCU11331133).

- 40 percent: U.S. Bureau of Labor Statistics, *Consumer Price Index for All Urban Consumers: All Items in U.S. City Average* [CPIAUCSL], retrieved from FRED, Federal Reserve Bank of St. Louis (https://fred.stlouisfed.org/series/CPIAUCNS).

(d) *Adjustment Interval*. Adjustments shall occur every twenty-four (24) months from the date of award, for a total of four (4) adjustments over the ten-year contract term.

(e) Adjustment Formula.

Adjustment Factor = $0.60 \times (PPI_t \div PPI_0) + 0.40 \times (CPI_t \div CPI_0)$

Where:

PPI_0 and CPI_0 = index values at award or last adjustment.

PPI_t and CPI_t = index values at the adjustment date.

Example Calculation:

$PPI_0 = 200$, $PPI_t = 220 \rightarrow (220 \div 200) = 1.10$ (10% increase).

$CPI_0 = 250$, $CPI_t = 260 \rightarrow (260 \div 250) = 1.04$ (4% increase).

Adjustment Factor = $(0.60 \times 1.10) + (0.40 \times 1.04) = 0.66 + 0.416 = 1.076$
Result: Contract prices increase by 7.6%.

Adjusted Price Formula:
Adjusted Price = Base Price × Adjustment Factor

(f) *Dead Band*. No adjustment shall be made if the calculated change is less than three percent (±3%) from the baseline index value.

(g) *Per-Period Cap*. Any upward adjustment shall not exceed ten percent (10%) of the unit price in effect immediately prior to the adjustment.

(h) *Cumulative Cap*. The total cumulative upward adjustment over the life of the contract shall not exceed twenty-five percent (25%) of the original contract unit price.

(i) *Symmetry*. Downward adjustments shall apply under the same terms and thresholds as upward adjustments.

(j) *Prospective Application*. Adjustments shall apply only to optional work exercised after the effective date of the adjustment. No retroactive payments shall be made for work already awarded.

(k) *Documentation*. The Contracting Officer shall provide the Contractor with the index values and calculation worksheet at each adjustment point.

53. SALVAGE MATERIAL- RIGHT OF FIRST OFFER

In the event of natural disturbance or other changed conditions (including but not limited to wildfire, insect or disease outbreak, windthrow, or flood) that materially alter the condition of the Contract Area, the Contractor shall be afforded the right of first offer to perform timber preparation and/or harvest implementation services associated with salvage operations, at the direction of the Contracting Officer.

(a) *Offer of Work***.** The Contracting Officer will provide the Contractor written notice of the opportunity to perform salvage preparation and/or harvest implementation work.

(b) *Contractor Response*. The Contractor shall notify the Contracting Officer in writing within the time specified in the notice whether it elects to perform the salvage work.

(c) *Acceptance***.** If the Contractor accepts, scope and schedule adjustments shall be documented in a written contract modification prior to commencement of salvage work. Minimum rates for salvage material shall be based on Forest Service appraisal methods in effect at the time of appraisal, consistent with fair market value requirements (16 U.S.C. 472a) and applicable Forest Service policy.

(d) *Refusal*. If the Contractor declines or fails to respond within the specified time, the affected portion of the Contract Area may be removed from this contract, and the salvage material may be competitively offered by the Forest Service.

(e) *Compliance*. All salvage activities performed under this contract shall remain subject to applicable environmental, safety, and resource protection requirements.

54. OPTIONAL LINE ITEMS

The Government may fund and unilaterally exercise optional line items identified in the schedules, in the quantity and at the awarded price. The Contracting Officer may exercise unfunded options by written notice to the Contractor within the first six years of the period of performance unless otherwise agreed. Optional items may be funded, at the sole discretion of the Contracting Officer, with either (a) appropriated dollars or (b) non-monetary credit unless otherwise agreed between the parties.

55. OPTION FOR INCREASED QUANTITIY

The Government and the Contractor may, by mutual written agreement, increase the quantity of any line item identified in the schedules. Unless otherwise agreed, such increases shall be at the unit price specified in the contract. Adjustments to quantities may be considered where changed conditions arise that affect performance, mission requirements, or program needs. The parties agree to increase quantities under this clause shall apply during the first six years of the period of performance, unless otherwise agreed in writing. Any increase in quantities shall require bilateral agreement of the parties. Optional line-item increases may be funded with either (a) appropriated dollars or (b) non-monetary credit as agreed between the parties.

Sections 56 through 60 only apply to road reconstruction work

56. MAGNITUDE OF CONSTRUCTION PROJECT

For Road Reconstruction work requirements, the total estimated price magnitude is between $1,000,000 and $2,000,000

57. AGAR 452.211-73 VARIATION IN ESTIMATED QUANTIITY (SEP 2025)

If the actual quantity of a unit-priced item varies by more than 15% from the estimated quantity, either party may request an equitable adjustment in the contract price. The adjustment will be based on cost changes due to variations above 115% or below 85% of the estimated quantity. If this variation delays completion, the Contractor may request a time extension in writing. The request must be received by the Contracting Officer within 10 days of the delay's start or within such further period granted by the Contracting Officer before the final contract settlement. The Contracting Officer will review the request and, if justified, extend the completion date.

58. FAR 52.228-15 PERFORMANCE AND PAYMENT BONDS -- CONSTRUCTION (JUN 2020) (DEVIATION MAY 2023)

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

"Original contract price" means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds*. Unless the resulting contract price is valued at or below the threshold specified in Federal Acquisition Regulation 28.102-1(a) on the date of award of this contract, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance Bonds (Standard Form 25**, EXCEPT THAT A SEAL IS NOT REQUIRED**)*. The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment Bonds (Standard Form 25-A, **EXCEPT THAT A SEAL IS NOT REQUIRED***). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) *Additional bond protection*.

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds*. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds*. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of Treasury
Financial Management Service
Surety Bond Branch
3700 East West Highway, Room 6F01
Hyattsville, MD 20782
Or via the internet at http://www.fms.treas.gov/c570/.

(e) *Notice of subcontractor waiver of protection (40 U.S.C. 3133(c))*. Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

59. FAR 52.228-11 INDIVIDUAL SURETY - PLEDGE OF ASSETS (FEB 2021) (DEVIATION MAY 2023)

(a) The Contractor shall obtain from each person acting as an individual surety on a performance bond or a payment bond -

(1)A pledge of assets that meets the eligibility, valuation, and security requirements described in the Federal Acquisition Regulation (FAR) 28.203-1; and

(2) Standard Form 28, Affidavit of Individual Surety, **[except that the words "being duly sworn, depose and say" on the Standard Form 28 are replaced with the word "affirm" and the Standard Form 28 is not required to be sworn and notarized in block 12]**.

(b)The Contracting Officer may release a portion of the security interest on the individual surety's assets based upon substantial performance of the Contractor's obligations under its performance bond. The security interest in support of a performance bond shall be maintained—

(1) Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding $150,000 (40 U.S.C. 3131). Until completion of any warranty period, or for 1 year following final payment, whichever is later.

(2) Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1)). For the full contract performance period plus 1 year.

(3) Other contracts not subject to the requirements of paragraph (b)(1) of this clause. Until completion of any warranty period, or for 90 days following final payment, whichever is later.

(c) A surety's assets pledged in support of a payment bond may be released to a subcontractor or supplier upon Government receipt of a Federal district court judgment, or a sworn statement by the subcontractor or supplier that the claim is correct along with a notarized authorization of the release by the surety stating that it approves of such release. The security interest on the individual surety's assets in support of a payment bond shall be maintained—

(1) Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding $150,000 which require performance and payment bonds (40 U.S.C. 3131). For 1 year following final payment, or until resolution of all pending claims filed against the payment bond during the 1-year period following final payment, whichever is later.

(2) Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1)). For the full contract performance period plus 1 year.

(3) Other contracts not subject to the requirements of paragraph (c)(1) of this clause. For 90 days following final payment.

(d)The Contracting Officer may allow the Contractor to substitute an individual surety, for a performance or payment bond, after contract award. The Contractor shall comply with the requirements of paragraph (a) of this clause within the timeframe established by the Contracting Officer.

60. FAR 52.228-13 ALTERNATE PAYMENT PROTECTIONS (JULY 2000)

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

(1) Payment Bond

(2) Irrevocable Letter of Credit (ILC)

(3) Money orders, drafts, cashier's checks, or certified checks.

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

(c) The submission of the payment protection is required within **10** days of contract award.

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

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

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

61. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

62. 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 a this/these address(es):

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

The following clauses and provisions are incorporated by reference:

NUMBER	TITLE	DATE
52.203-6	Restrictions on Subcontractor Sales to the Government (Alternate 1)	
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	
52.203-13	Contractor Code of Business Ethics and Conduct	
52.203-17	Contractor Employee Whistleblower Rights	
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	
52.204-7	System for Award Management.	
52.204-13	System for Award Management—Maintenance	
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded	
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	
52.209-12	Certification Regarding Tax Matters	
52.219-8	Utilization of Small Business Concerns	
52.219-9	Small Business Subcontracting Plan	

NUMBER	TITLE	DATE
52.219-16	Liquidated Damages—Subcontracting Plan	
52.222-3	Convict Labor	
52.222-6	Construction Wage Rate Requirements.	
52.222-7	Withholding of Funds	
52.222-8	Payrolls and Basic Records	
52.222-9	Apprentices and Trainees	
52.222-10	Compliance with Copeland Act Requirements	
52.222-11	Subcontracts (Labor Standards)	
52.222-12	Contract Termination-Debarment	
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	
52.222-14	Disputes Concerning Labor Standards	
52.222-15	Certification of Eligibility	
52.222-35	Equal Opportunity for Veterans	
52.222-37	Employment Reports on Veterans	
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	
52.222-41	Service Contract Labor Standards	
52.222-42	Statement of Equivalent Rates for Federal Hires	
52.222-44	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment	
52.222-50	Combating Trafficking in Persons	
52.222-52	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.	
52.222-54	Employment Eligibility Verification	
52.222-62	Paid Sick Leave Under Executive Order 13706	
52.224-3	Privacy Training	
52.225-9	Buy American-Construction Materials	
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	
52.229-11	Tax on Certain Foreign Procurements—Notice and Representation.	
52.229-12	Tax on Certain Foreign Procurements	
52.232-33	Payment by Electronic Funds Transfer—System for Award Management	
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	
52.233-2	Service of Protest	
52.232-3	Protest after Award	
52.232-4	Applicable Law for Breach of Contract Claim	
52.236-2	Differing Site Conditions	
52.236-3	Site Investigation and Conditions Affecting the Work	
52.236-5	Material and Workmanship	
52.236-6	Superintendence by the Contractor	
52.236-7	Permits and Responsibilities	
52.236-8	Other Contracts	
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	
52.236-10	Operations and Storage Areas	
52.236-11	Use and Possession Prior to Completion	
52.236-12	Cleaning Up	

NUMBER	TITLE	DATE
52.236-13	Accident Protection (Alternate 1)	
52.236-15	Schedules for Construction Contracts	
52.236-17	Layout of Work	
52.236-21	Specifications and Drawings for Construction	
52.240-90	Security Prohibitions and Exclusions Representations and Certifications	
52.240-91	Security Prohibitions and Exclusions	
52.242-14	Suspension of Work	
52.244-6	Subcontracts for Commercial Products and Commercial Services	
52.246-12	Inspection of Construction	

63. STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014), THE FOLLOWING INFORMATION IS PROVIDED IN ACCORDANCE WITH FAR 52.222-42:

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

Employee Class	Monetary Wage	Fringe Benefits
Heavy Equipment Operator WG-8	$32.33/hr.	*
Crew Leader GS-5	$18.96/hr.	*
Forestry Tech GS-5	$18.96/hr.	*
Laborer GS-3 or GS-4	$15.10 or $16.95/hr.	*

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

Paid Holidays - 12 per year: New Year's Day, Martin Luther King, Jr's Birthday, Washington's Birthday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day

Vacation - 13 days paid vacation per year up to 3 years of service, 20 days after 3 years of service, and 26 after 15 years of service.

Retirement - 7 percent basic hourly rate.

64. LIST OF ATTACHMENTS

The following attachments are shared for informational purposes only. All requirements in attachments are subject to change.

Title	Pages
2. Appendix A – Technical Specifications for Service Work Items	13
3. Appendix B – Timber Removal (Scaled) Specifications	53
4. Appendix C – Road Maintenance Specifications and Traffic Control Plan	22
5. a) Appendix D- Road Reconstruction Plans – McCalla Larson b) FS-FP-14 Supplemental Specifications	14 44
6. a) Appendix E- Road Reconstruction Plans – Square Tin b) FS-FP-14 Supplemental Specifications	11 38
7. a) Appendix F- Road Reconstruction Plans – Spoon McCoy b) FS-FP-14 Supplemental Specifications	14 39

8. a) Appendix G- Road Reconstruction Plans – Hart Trap b) FS-FP-14 Supplemental Specifications	27 56
9. Appendix I- Road Reconstruction Typicals – Potential Road Reconstruction Optional Items	17
10. a) Sharrott Salvage Draft CAM b) McCalla Larson Draft CAM c) Fred Burr Draft CAM d) Square Tim Draft CAM e) Spoon McCoy Draft CAM	1 1 1 1 1 X
11. 2024 Region 1 Timber Theft Prevention Plan	18
12. Virtual Boundaries Desk Guide (July 23)	19
13. Tree Marking Paint MSDS	11
14. Bitterroot Front EA Design Features	35

END OF ADDENDUM TO FAR 52-212-4

65. TYPE OF CONTRACT

The Government contemplates soliciting a firm-fixed price with economic adjustment Integrated Resource Service Contract.

66. INQUIRIES

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer.

67. SITE VISIT

Offerors/quoters are urged and expected to inspect sites where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

68. SIZE STANDARD AND NAICS CODE INFORMATION

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

Contract line item(s): **ALL**

NAICS Code: **115310 –Fuels Management Services** Fuels Management Services firms provide services to clear land of hazardous materials that would fuel forest fires. The treatments used by these firms may include prescribed fire, mechanical removal, establishing fuel breaks, thinning, pruning, and piling.

Size Standard: **$34 million** for Fuels Management Services (Average annual receipts for the preceding three fiscal years).