Project Name: FY 2023 ERFO Repair Project
Sequioa National Forest

US Department of Agriculture (USDA)

CONTRACT ADMINISTRATION DATA

INVOICES & PAYMENTS

All invoices are to be submitted via the electronic Invoice Processing Platform (IPP) System. 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 previous communications from USDA and Treasury.

This is a mandatory requirement initiated by the U.S. Department of Treasury and you can find more information at this website https://www.ipp.gov/index.htm. Ensure your company has registered at https://www.ipp.gov/vendors/enrollment-vendors.htm to establish your account. Offeror **must have an established account prior to commencement of work**.

Invoice Processing Platform (IPP) does not allow for the contractor to change the description of the line items being invoiced against and therefore an itemized invoice must be uploaded as an attachment(s).

Itemized invoice shall include at a minimum:
Contractor Name & Address
Contract or Purchase Order numbers
Invoice Number
Description of Services or work completed
Date of services or completion.

CONTRACT ADMINISTRATION DATA

1. Contract Award. A written award or acceptance of offer mailed or otherwise furnished to the Contractor shall result in a binding contract without further action by either party.
2. Notice to Proceed. The Contractor shall commence work upon receipt of a properly executed Notice to Proceed.
3. Changes. The Contracting Officer is the only person authorized to approve changes in any of the requirements under this contract and notwithstanding any provisions contained elsewhere in this contract the said authority remains solely with the Contracting Officer. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.
4. Unauthorized Instructions from Government or Other Personnel. The Contractor shall not accept instructions issued by any person employed by the U.S. Government or otherwise other than the Contracting Officer, or the authorized representative of the Contracting Officer acting within the limits of his/her authority.
5. Designation of Contracting Officer's Representative (COR). Designation will be made upon contract award and a copy of the designation letters will be furnished to the Contractor.

Limits of authority are described in each designation letter.

6. Designation of Authorized Representative of the Contractor. The Contractor shall assign a member or employee who will act as Project Manager during the course of this contract or during the course of this project. The official shall be responsible for affording liaison between the contract forces and the contracting offices. This designation shall be in writing and a copy furnished to the Contracting Officer.

SPECIAL REQUIREMENTS

Post Award Conference
A post award conference with the successful offeror is required. It will be scheduled and held within ***10*** days after the date of contract award. The conference will be held ***virtually via a Government led TEAMS meeting.***

Emergencies
Fire Plan
[X]See Section J, Fire Plan
[ ]Not applicable; however, Contractors are required to comply with State law during fire season.

Key Personnel
(The Contractor shall assign to this contract the following key personnel:

i. Project Manager
ii. Project Superintendent
iii. Quality Control Manager
iv. Project Safety Manager
v. After-Hours Emergency Contact
vi. Signature Authority for Contract Mod

Utility Services
The contractor is responsible for water, electricity, and restrooms.

Telephone
Due to the potential for work in remote and/or isolated areas, cell phone or wireless access may or may not be available at the site.

Superintendence by Contractor
The name and the specific authorities of the foreman or superintendent must be designated in writing to the Contracting Officer. The Contractor may use his/her own prepared letterhead stationery or a "Designation of Contractor's Representative" form available from the Contracting Officer. If the Contractor or the designee is not present when work is being performed on the contract, a Suspend Work Order may be issued with contract time continuing to run. The Contractor shall have a person on-site that is fully conversant in the English language.

Loss, Damage or Destruction
Equipment Furnished with Operator. The Government shall not be liable for loss, damage, or destruction of equipment furnished under this contract except for such loss, damage, or destruction resulting from the negligent or wrongful act(s) of Government employee(s) while acting within the scope of their employment.

*Other***.** Even though this contract may provide for performing services at the direction of Government personnel, the contract is not for personal services, and neither the Contractor nor their personnel are Government employees. The Government assumes no liability for injury occurring to Contractor personnel or to third parties, or for loss, damage, or destruction involving third parties' property as a result of the Contractor's operation. Except that the Government is liable for such loss, damage, or destruction resulting from the negligent or wrongful act(s) of Government employee(s) acting within the scope of their employment.

Archaeological and Historic Sites
Location of known archaeological, historic, or pre-historic materials--such as Amerind artifacts and/or historic mining, logging, or fur trapping remains protected by the American Antiquities Act (l6 USC 433)--will be identified for the contractor before work commences.

Spill Plan
If the total oil or oil products storage exceeds 1,320 gallons or if any single container exceeds a capacity of 660 gallons, the Contractor shall prepare and implement a Spill Prevention and Countermeasures (SPCC) Plan. Such plan shall meet applicable EPA requirements (40 CFR 112), including certification by a registered professional engineer. The Contractor under the direction of the Contracting Officer, or in the absence of said officer, acting independently, shall immediately take action to contain and clean up, without expense to the Government, all petroleum products spills on or in the vicinity of the project which are caused by the Contractor's employees directly or indirectly as a result of contract operations. The Contractor may be held liable for all damages and costs of additional labor, subsistence, equipment, supplies, and transportation deemed necessary by the Government for the containment and clean up of petroleum products spills caused by Contractor's employees or resulting from contract operations. The Contractor shall immediately report all petroleum products spills to the Contracting Officer.

Site Security
Contractor is responsible for the Contractor's equipment and materials supplied to the site. All equipment not equipped with a key lock system shall be secured in such a manner as to make it inoperable to the average person at the end of each working day. All hand tools and other equipment shall be secured at the end of each working day. On Fridays all construction debris, trash, and refuse shall be properly stored in dumpsters or trash bins or removed from the site.

Adverse Weather
When the Contracting Officer or Contracting Officer’s Representative [COR] determines that adverse weather has made access too dangerous or that continued vehicular travel would cause unacceptable damage. Work may be suspended.

Storage
The contractor's material and equipment storage site shall be determined at the pre-work meeting. The area shall be kept clean and free of litter. Roadway and suitable areas adjacent to the site may be utilized for temporary stockpiling of materials as approved by the CO. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Government is not responsible for loss of or damage to materials or supplies stored on-site during performance of this contract

Barricades, Warning Signs, and Other Devices
The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Roads closed to traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

The Contractor shall erect warning signs in advance to any place on the project where operations may interfere with the use of the road or trail by traffic and at all intermediate points where the new work crosses or coincides with an existing road or trail. All road barricades, warning signs, lights, temporary signals, flagmen and pilot car operators and equipment, and other protective devices, except for special devices, shall conform with Part VI of the Manual on Uniform Traffic Control Devices for Streets and Highways, published by the Federal Highway Administration and applicable safety codes. Necessary warning signs and guards shall be posted during blasting operations to safeguard the public.

Prohibition Against the Use of Lead-Based Paint
Neither the Contractor nor any subcontractor performing under this contract shall use paints containing more then 0.06 of 1 percent lead by weight (calculated as lead metal) in the total nonvolatile content of the paint, or the equivalent measure of lead in the dried film of paint already applied, or both.

Control of Erosion, Sedimentation and Pollution

(a) Operations shall be scheduled and conducted to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, and impoundments (lakes, reservoirs, etc.).

(b) Pollutants such as fuels, lubricants, bitumens, raw sewage, and other harmful materials shall not be discharged on the ground; into or nearby rivers, streams, or impoundments; or into natural or man-made channels. Wash water or waste from concrete or aggregate operations shall not be allowed to enter live streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.

(c) Mechanized equipment shall not be operated in flowing streams without written approval by the Contracting Officer.

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

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

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

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

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

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

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

Differing Site Conditions
The contractor must promptly notify the contracting officer in writing if they encounter unexpected subsurface or latent physical conditions at the site that differ significantly from what was indicated in the contract documents. The Contracting Officer shall promptly investigate the site conditions after receiving notice from the contractor.

Material and Workmanship
All materials and articles incorporated into the work must be new and of the most suitable grade for the intended purpose, unless otherwise specified in the contract. The contractor may use any equipment, material, article, or process that is equal to that named in the specifications, subject to the contracting officer's approval.

All work must be performed in a skillful and workmanlike manner. The contracting officer has the authority to require the removal of any employee deemed incompetent, careless, or otherwise objectionable. The contractor is responsible for any damage caused by defective workmanship and must promptly replace or correct any unsatisfactory facilities, materials, and equipment. If the contractor fails to do so, the government may replace or correct the work at the contractor's expense and may terminate the contractor's right to proceed.

Other Contracts
The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements The contractor must preserve and protect all structures, equipment, and vegetation on or adjacent to the work site that are not to be removed and do not unreasonably interfere with the work. The contractor is only allowed to remove trees when specifically authorized and must avoid damaging vegetation that will remain in place. If any damage occurs, such as broken limbs or branches, the contractor must trim and treat the damage as directed by the contracting officer.

Additionally, the contractor must protect all existing improvements and utilities at or near the work site and on adjacent property of third parties. Any damage resulting from the contractor's failure to comply with contract requirements or exercise reasonable care must be repaired by the contractor. If the contractor fails to repair the damage promptly, the contracting officer may arrange for the necessary repairs and charge the cost to the contractor.

Emergency Response, Fire Suppression, and Liability
The contractor shall be responsible for any fires started by their operations, and must cover the costs of fire suppression efforts. Additionally, the contractor may be liable for damages caused by such fires, with their level of responsibility varying based on whether the fire is classified as an "operations fire" (non-negligent) or a "negligent fire."