Statement of Requirement

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.

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.

Schedule of Items

Refer to Attachment C04a_1a MJ IRSC SOI for a fillable schedule

Schedule Notes

These schedules are for pricing/payment purposes. Refer to 52.212-1, Instructions to Offerors for business proposal requirements. Evaluation criteria used by the Forest Service for proposals is located in 52.212-2 of this solicitation.

Period of Performance is June 15, 2027 through October 15, 2032

The contractor will be required to pay a co-op deposit of $1.22/Ton for the collection and cultivation of replacement seed of native species for use on future contracts.

The contractor will be required to pay lump sum co-op deposits as shown in C4.228# - SLASH DISPOSAL DEPOSIT SCHEDULE for slash disposal activities to be performed by the Forest Service.

Price Proposals MUST be provided on ALL Items in Schedules: Mandatory Work and Optional Work Activities and Timber or other products Removal Price Schedule. Unit prices prevail. Nonsaw products are available for removal by agreement. Payment for nonsaw products will be in accordance with the rates listed in C4.225# ADVANCED PAYMENT FOR NON-SAWTIMBER

If funding dictates and it is in the best interest of the government, work items may be awarded by Unit/Acre or Unit/Mile and for amounts less than the total estimated amount based on the unit prices quoted.

This solicitation contains minimum liability insurance coverage requirements. Refer to 52.228-10 for required minimums.

The following apply to Item 2 and 3 only:

A. For Items 2 and 3, the estimated price magnitude for mandatory reconstruction work is between $1,600,000 and $2,200,000.

B. A Bid Guarantee of 20% of the proposed price for mandatory reconstruction requirements is required with proposals. Failure to furnish a bid guarantee in the proper form and amount, by the stated response date and time may result in an offeror being determined unresponsive and rejection of the proposal.

C. Per FAR 28.102-3, Alternate Payment Protections are required for construction projects greater than $35,000 and shall be provided within 10 days of award.

D. Davis-Bacon wage rates.

Technical Data

Scope of Contract

(a) The purpose of the Mitchell Jackson DxP Stewardship Project IRSC is to modify the forest fuel conditions that influence fire intensity across the landscape, and reduce the potential for wildland fire to spread into Operable Unit 3 (OU3) and the corresponding exposure and migration risks in of Libby Amphibole Asbestos (LA) released from contaminated source media (e.g., soil, duff, and post-fire ash).

(b) All work described herein is split into two separate subdivisions. Subdivision #1 will be henceforth referred to as Area 56. Subdivision #2 will be henceforth referred to as Powerhouse.

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

Specifications

General specifications for all Contract Activities listed by item number in the Schedule of Items are provided in Appendix A. Specifications governing timber removal are contained in Appendix B, and the related road maintenance requirements for haul of products are detailed in Appendix C. Materials related to incidental construction or reconstruction, including specified road work plans, drawings, exhibits, and technical specifications, are included in Appendix D.

Technical data and supporting documentation associated with this solicitation are available through the following attachments:

Title	Pages
1a. MJ IRSC Schedule of Items spreadsheet 1b. Operable Unit 3 Factsheet 1c. Biopreferred Products 1d. Powerline Right of Ways	2 2 1 4
2a Appendix A – Technical Specifications for Service Work Items 2b Tree Planting and Animal Control Device PWS 2c Mitchell Jackson IRSC Unit Summary spreadsheet	29 51 2
3. Appendix B – Timber Removal (Scaled) Specifications	49
4. Appendix C –Road Maintenance T-Specs & Traffic Safety Requirements	17
5a Powerhouse Area Appendix D- Road Reconstruction Plans 5b Powerhouse Area Forest Service FP-14 Supplemental Specifications 5c Area 56 Appendix D- Road Reconstruction Plans 5d Area 56 Forest Service FP-14 Supplemental Specifications	29 70 109 68
6a. Area 56 Subdivision 1 CAM 6b. Powerhouse Subdivision 2 CAM 6c. MJ IRSC Service Work CAM	1 1 1
7a. Area 56 Timber Cruise 7b. Powerhouse Timber Cruise	129 144
8. Service Contract Act Wage Determination #1976-1342, Revision #83 dated 05/13/2026	3
9. Davis-Bacon Wage Rates MT20260080	6

Project Location

i. Area 56 Subdivision: Includes portions of Sections 8, 17, 18, 20, 21, 28, 29, and 30, T31N, R30W; Sections 24 and 25, T31N, R31W, Lincoln County, State of Montana, PMM

ii. Powerhouse Subdivision: Includes portions of Sections 18, 19, 20, 28, 29, 30, 31, 32, 33 T31N, R29W, Section 5, T30N, R29W, Sections 25, 26, 35, 36, T31N, R30W, Lincoln County, State of Montana, PMM

Federal Acquisition Regulation (FAR) and United States Department of Agriculture Acquisition Regulation (AGAR) Clauses and Provisions

The clauses and provisions contained herein are applicable to any order awarded as a result of this solicitation. The terms and conditions set forth herein supersede all other terms and conditions. Acceptance of the order in accordance with (IAW) FAR 12.201-1(b)(2) constitutes acceptance of all terms and conditions contained herein.

As part of the Revolutionary FAR Overhaul (RFO), system updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in this solicitation. Contracting officers will rely on representations from offers based on provisions in the solicitation. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

52.252-2 Clauses Incorporated by Reference Feb 1998

This solicitation 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 the clause may be accessed electronically at Internet address https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

52.212-4 Terms and Conditions—Commercial Products and Commercial Services (Nov 2025)

This is a commercial construction acquisition. FAR 52.212-4 is amended as follows:

(b) *Inspection/Acceptance*. Inspection and Acceptance will be conducted in accordance with FAR 52.246-12, Inspection of Construction (Aug 1996).

(d) *Changes.* Changes will be handled in accordance with the following FAR clause(s):

☒ FAR 52.243-4, Changes (Nov 2025)

☐ FAR 52.243-5, Changes and Changed Conditions (Nov 2025)

52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)
52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.222-50 Combating Trafficking in Persons (Nov 2025)
52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
52.233-3 Protest After Award (Sep 2025)
52.233-4 Applicable Law for Breach of Contract Claim (Sep 2025)
52.240-91 Security Prohibitions and Exclusions (Nov 2025)
52.244-6 Subcontracts for Commercial Products and Commercial Services (Nov 2025)

<u>The following clauses are applicable if checked:</u>

☒ 52.203-6 Restrictions on Subcontractor Sales to the Government (Jun 2020) with Alternate I (Nov 2021) of 52.203-6

☒ 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Jun 2020)

☒ 52.203-13 Contractor Code of Business Ethics and Conduct (Nov 2021)
☒ 52.204-9 Personal Identity Verification of Contractor Personnel Jan 2011
☒ 52.204-13 System for Award Management—Maintenance (Nov 2025)
☒ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2025)
☒ 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Sep 2025)
☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Sep 2025)
☒ 52.219-6 Notice of Total Small Business Aside (Nov 2025)
☒ 52.219-8 Utilization of Small Business Concerns (Nov 2025)
☒ 52.219-14 Limitations on Subcontracting (Nov 2025)
☒ 52.222-3 Convict Labor (June 2003)
☒ 52.222-35 Equal Opportunity for Veterans (Nov 2025)
☒ 52.222-36 Equal Opportunity for Workers with Disabilities (Nov 2025)
☒ 52.222-37 Employment Reports on Veterans (Nov 2025)
☒ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
☒ 52.222-41 Service Contract Labor Standards (Aug 2018)
☒ 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

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.

☒ 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018)
☒ 52.222-54 Employment Eligibility Verification (Nov 2025)
☒ 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)
☒ 52.222-90 Addressing DEI Discrimination by Federal Contractors (Apr 2026)
☒ 52.223-23 Sustainable Products and Services
☒ 52.224-3 Privacy Training (Jan 2017)
☒ 52.232-33 Payment by Electronic Funds Transfer— System for Award Management (Oct 2018)

The Contractor shall comply with the following FAR Clauses for Commercial Construction.

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

52.222-14 Disputes Concerning Labor Standards
52.222-15 Certificate of Eligibility
52.236-5 Material and Workmanship

The following clauses are applicable when checked:

☒ 52.222-32 Construction Wage Rate Requirements-Price Adjustment (Actual Method) (Nov 2025)
☒ 52.225-9 Buy American-Construction Materials (Nov 2025)
☒ 52.228-1 Bid Guarantee (Sep 1996)
☒ 52.228-2 Additional Bond Security (Oct 1997)
☒52.228-5 Insurance-Work on Government Installation (Jan 1997)
☒ 52.228-11 Individual Surety-Pledge of Assets (Feb 2021)
☒ 52.228-13 Alternative Payment Protections (Jul 2020)
☒ 52.228-14 Irrevocable Letter of Credit (Nov 2014)
☒ 52.228-15 Performance and Payment Bonds-Construction (Jun 2020)
☒ 52.228-17 Individual Surety-Pledge of Assets (Bid Guarantee) (Feb 2021)
☒ 52.236-2 Differing Site Conditions (Jul 2025)
☒ 52.236-3 Site Investigation and Conditions Affecting the Work (Jul 2025)
☒ 52.236-6 Superintendent by the Contractor (Jul 2025)
☒ 52.236-7 Permits and Responsibilities (Jul 2025)
☒ 52.236-8 Other Contracts (Jul 2025)
☒ 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Jul 2025)
☒ 52.336-10 Operations and Storage Areas (Jul 2025)
☒ 52.236-11 Use and Possession Prior to Completion (Jul 2025)
☒ 52.236-12 Cleaning Up (Jul 2025)
☒ 52.236-13 Accident Prevention (Jul 2025)
☒ 52.236-15 Schedules for Construction Contracts (Jul 2025)
☒ 52.236-17 Layout of Work (Jul 2025)
☒ 52.236-21 Specifications and Drawings for Construction (Jul 2025)
☒ 52.242-14 Suspension of Work (Apr 1984)
☒ 52.246.12 Inspection of Construction (Aug 1996)
☒ 52.248-3 Value Engineering (Oct 2025)

<u>Other Applicable Clauses</u>

52.204-13 System for Award Management—Maintenance (Aug 2025)
52.203-17 Contractor Employee Whistleblower Rights (Jun 2020)
52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Nov 2021)
52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.222-44 Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014)
52.222-50 Combating Trafficking in Persons (Nov 2021)
52.232-90 Fast Payment Procedures (Nov 2025)
52.240-90 Security Prohibitions and Exclusions Representations and Certifications (Nov 2025)
52.240-91 Security Prohibitions and Exclusions (Nov 2025)
52.240-93 Basic Safeguarding of Covered Contractor Information Systems (Nov 2025)

52.242-13 Bankruptcy (July 1995)
52.242-14 Suspension of Work (Apr 1984)
52.244-6 Subcontracts for Commercial Products and Commercial Services (Jan 2025)
52.245-1 Government Property (Sep 2021)
☒ Alternate I (Sep 2021) of 52.245-1
52.245-2 Government Property Installation Operation Services (Apr 2012)
52.245-9 Use and Charges (Apr 2012)
52.246-21 Warranty of Construction (Mar 1994)

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS).(NOV 2025)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Labor Standards statute, (41 U.S.C. chapter 67), by the Administrator, Wage and Hour Division, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, must apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, must apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of $4.00 per hour. The Contractor chose to pay $4.10. The new wage determination increases the minimum rate to $4.50 per hour. Even if the Contractor voluntarily increases the rate to $4.75 per hour, the allowable price adjustment is $.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but must not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor must notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor must promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice must contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates must be modified in writing. The Contractor must continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative must have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

52.228-10 Vehicular and General Public Liability Insurance.

(a) The Contractor, at the Contractor's expense, agrees to maintain, during the continuance of this contract, vehicular liability and general public liability insurance with limits of liability for-

(1) Bodily injury of not less than $*500,000* for each person and $*1,000,000* for each occurrence; and

(2) Property damage of not less than $*500,000* for each accident and $*1,000,000* in the aggregate.

(b) The Contractor also agrees to maintain workers' compensation and other legally required insurance with respect to the Contractor's own employees and agents.

AGAR Clauses

452.203-71 Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Compliance (Dec 2025)

(a) By entering into this contract, the Contractor certifies that:

1. It is compliant with all applicable Federal anti-discrimination laws and the Equal Protection principles of the U.S. Constitution, and it will remain compliant for the duration of the contract.

2. Neither it nor any subcontractor or teaming partner operates or funds any program, policy, or initiative that promotes DEI in a manner that violates any applicable Federal anti-discrimination laws, including but not limited to Title VI and VII of the Civil Rights Act of 1964, or the Equal Protection principles of the U.S. Constitution, and the Contractor and any subcontractor or teaming partner will not do so for the duration of the contract.

(b) If the Contractor participates in, facilitates, or funds programs that implicate Title VI of the Civil Rights Act of 1964 or Title IX of the Education Amendments of 1972, as amended, including but not limited to grants to or for schools, colleges, universities, 4-H programs, non-governmental organization (NGO) programs, sports programs, and education-related grants to prisons or other
detention facilities, the Contractor certifies that it will remain compliant with those laws, including the requirements set forth in Executive Order 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity.

(c) The Contractor affirms that the above requirements are conditions of payment that go to the essence of the contract and are therefore material terms of the contract. Payments under the contract are predicated on compliance with the above requirements, and therefore the Contractor is not eligible for funding under the contract or to retain any funding under the contract absent compliance with the above requirements.

(d) This certification reflects a change in the Government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this contract.

(e) Submission of a knowing false statement relating to Contractor's compliance with the above requirements and/or eligibility for the contract may subject the Contractor to liability under the False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001.

(f) The Contractor must include the provisions of this clause in all subcontract solicitations.

(g) Failure on the part of the Contractor or its subcontractors to comply with the terms of this clause may be grounds for the Contracting Officer to terminate this contract for default.

(End of Clause)

452.204–70 Modification for Contract Closeout (Nov 2025)

(a) If unliquidated funds in the amount of $1000 or less remain on the contract, the Contracting Officer (Contracting Officer) 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 Contracting Officer 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 Contracting Officer 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 Contracting Officer 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 Contracting Officer within 60 days, the Contracting Officer 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 Contracting Officer 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 Contracting Officer within 120 days, the Contracting Officer 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.

(End of Clause)

452.204-71 Personal Identity Verification of Contractor Employees (Nov 2025)

(a) The contractor shall comply with the personal identity verification (PIV) policies and procedures established by the United States Department of Agriculture (USDA) Directives 4620-002 series.
(b) Should the USDA Directives 4620-002 require the exclusion of a contractor's employee, the contracting officer will notify the contractor in writing. The contractor must appoint a representative to manage compliance with the PIV policies established by the USDA Directives 4620-002 and to maintain a list of employees eligible for a USDA LincPass required for performance of the work.
(c) The responsibility of maintaining a sufficient workforce remains with the contractor. Contractor employees may be barred by the Government from performance of work should they be found ineligible or to have lost eligibility for a USDA LincPass. Failure to maintain a sufficient workforce of employees eligible for a USDA LincPass may be grounds for termination of the contract.
(d) The contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine unaccompanied physical access to a Federally controlled facility and/or routine unaccompanied access to a Federally controlled information system.
(e) The PIV Sponsor for this contract is a designated program point of contact, which in most cases is the COR, unless otherwise specified in this contract. The PIV Sponsor will be available to receive contractor identity information from [hours and days to be added by CO] to [hours and days to be added by CO] at [office address for registration to be added by CO]. The Government will notify the contractor if there is a change in the PIV Sponsor, the office address, or the office hours for registration; however, it is the contractor's responsibility to meet all aspects of paragraphs (c), (d), and (e).

(End of Clause)

452.211-73 Variation in Estimated Quantity (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.

452.232-71 Progress Payments for Commercial Construction Contracts (Dec 2025)

(a) *Contractor entitlement to progress payments*. The Contractor may request progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished that meets the standards of quality established under the contract, as approved by the Contracting Officer.

(b) *Computation of amounts*. Progress payments will be authorized when the payment requested is properly due in accordance with this contract; the work will be performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract. The Contracting Officer may authorize consideration of:

3. Materials delivered on site and preparatory work;
4. Materials delivered to the Contractor at locations other than the site, if:
   i. Specifically authorized by the contract; and
   ii. The Contractor provides satisfactory evidence of title and intended use in the contract.

(c) *Contractor request for progress payments*. The Contractor's request for progress payments shall include the following:

1. An itemization of the amounts requested, related to the various elements of work required by the contract;
2. A listing of the amount included for work performed by each subcontractor;
3. A listing of the total amount of each subcontract;
4. A listing of the amounts previously paid to each subcontractor; and
5. Additional supporting data in a form and detail required by the Contracting Officer.

(d) *Contractor Certification.* Each request for progress payment shall be accompanied by the following certification:

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

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

_____(name)
_____(title)
_____(date)

(e) *Access for verification of payment entitlement.* To verify the Contractor's entitlement to progress payments under this contract, the Contractor shall provide the Government, upon request and during normal business hours, access to the following:

1. Records and Documentation:
   (i) Certified progress payment requests and supporting documentation;
   (ii) Subcontractor and supplier invoices, payment records, and lien waivers;
   (iii) Updated schedule of values and progress schedules;
   (iv) Quality assurance and inspection reports;
   (v) Payroll records, if applicable under labor provisions.

2. Facilities and Worksite Access:
   (i) Physical access to the construction site for inspection of work progress;
   (ii) Access to off-site storage locations for materials billed but not yet incorporated into the work; or
   (iii) Access to any fabrication facilities where contract-related work is being performed.

3. Access to electronic invoicing or project management systems used to track progress and payments, if such systems are used in contract performance.

(f) *Dates for payment*. A progress payment under this clause is a contract progress payment under the Prompt Payment clause of this contract, and except as provided in paragraph (g) of this clause, approved requests shall be paid within 30 days of submittal of a proper request for payment.

(g) *Liquidation of progress payments*. Progress payments shall be liquidated by deducting from the payment of each item the total unliquidated amount of progress payments made for that separately priced unit of that line item. The liquidation amounts for each line item shall be clearly delineated in each request for progress payment submitted by the Contractor.

(h) *Security for progress payments.* In the event the Contractor fails to provide adequate security as required in this contract, no progress payment shall be made under this contract. Upon receipt of adequate security, progress payments shall be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the contract. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided, and suspend further payments to the Contractor; the Contractor shall repay to the Government the amount of unliquidated progress payments as the Contracting Officer at his sole discretion deems repayable.

(i) *Special terms regarding termination for cause*. If this contract is terminated for cause, the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments. The Government shall be liable for no payment except as provided by the Termination for Cause paragraph of the clause at Federal Acquisition Regulation 52.212-4, Contract Terms and Conditions—Commercial Products and Commercial Services.

(j) *Reservation of rights.*

1. No payment, vesting of title under this clause, or other action taken by the Government under this clause shall-
   (i) Excuse the Contractor from performance of obligations under this contract; or
   (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

2. The Government's rights and remedies under this clause-
   (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(k) *Refund of unearned amounts*. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall-

1. Notify the Contracting Officer of such performance deficiency; and
2. Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until-
   (i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or
   (ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(l) *Retainage*. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(m) *Title, liability, and reservation of rights*. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as-

1. Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
2. Waiving the right of the Government to require the fulfillment of all the terms of the contract.
3. The Government's rights and remedies under this clause-
   (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
   (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(n) *Reimbursement for bond premiums*. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (l) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(o) *Final payment*. The Government shall pay the amount due the Contractor under this contract after-

1. Completion and acceptance of all work;
2. Presentation of a properly executed voucher; and
3. Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of1940 (31 U.S.C.3727 and 41 U.S.C. 6305).

(p) *Limitation because of undefinitized work*. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(End of clause)

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 $52,300. 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.

52.212-4 IRSC Addenda

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.

GOVERNMENT QUALITY ASSURANCE SURVEILLANCE PLAN

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

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 **Kootenai National Forest Supervisor's Office, 31374 U.S. Hwy 2, Libby Montana.**

PREWORK CONFERENCES

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.

CONTRACT OPERATIONS SCHEDULE

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).

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.

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

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.

Restriction Description	Timeframe
Normal Operating Season	June 15 through October 15
Road Completion Date	Road work identified in Appendix D must be completed no later than June 30, 2030.

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

1. When conditions are such that operations shall be restricted or ceased due to increased fire risk.

2. When soil moisture and ground conditions create excessive risk of damage and/or excessive disturbance to soils, as determined by the COR.
3. When snow depth creates a situation where requirements cannot be met and/or work cannot be inspected, as determined by the COR.
4. The government reserves the right to prioritize the order in which Units are treated.
5. If any cultural or archeological sites are discovered during operations of this contract, work will be suspended in the immediate vicinity of the site until a reconnaissance survey is completed by the Forest Archeologist. Areas excluded from treatment shall be deleted from the contract.

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 items and within 30 days of exercising 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 subcontractors and their intended work. Sub-contractors must have Contracting Officer's written approval prior to starting work on the project. Subcontractor information shall be submitted to the CO on Standard Form 1413 prior to the start of work.	With proposal and updated annually by October 31
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.	At prework meetings
Quality Control Plan. Submit original with proposal. Any updates need to be provided for approval to the CO.	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 meetings
Annual Operating Plan. Contractor shall submit an annual plan listing units, roads and other information required in the Appendices.	Beginning of every operating season annually
Proof of Vehicular and General Liability Insurance: The Contractor shall submit a copy of its insurance policy annually prior to hauling.	Annually prior to the start of haul
Fire Control Plan. Contractor shall submit plan in accordance with requirements in the Appendices.	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 in to 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
Proof of possession of ADC material: Visual inspection of product being in possession of the contractor. See work item 6d, Appendix A and Attachment 3 for full description.	Annually, prior to planting season
Proof of Possession of Material for Covering Hand Piles: Visual inspection of product being in possession of the contractor.	At prework meeting for slashing and piling
BioBased Report. Submit annually via SAM.gov and provide a copy to the CO.	October 31 Annually

All schedules and reports shall be submitted to the Contracting Officer and COR.

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.

STEWARDSHIP CREDITS

Stewardship Credits are credits that are earned and established when work listed in the Schedule of Items 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 satisfy payment 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.

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 offset the amount required to be paid for the forest products value when earned prior to the cutting of Included Timber.

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.

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.

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.

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.

FOREST PRODUCT APPRAISAL

Minimum acceptable offer rates for Timber and Product removal were determined using standard Forest Service appraisal methodologies for the harvest system appropriate for the terrain within each harvest unit. The minimum acceptable offer shown in the schedules is a weighted average across both subdivisions.

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.

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.

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.

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.

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)

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.

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.

8. 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.

9. 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

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

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. 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.

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. The 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
Entire Contract Area	The contractor and all sub-contractors shall comply with the U.S. Forest Service Food/Wildlife Attractant Storage Order.

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.

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.

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)	As identified on Contract Area Map
Land Survey Monuments	Protection of Land Survey Monuments throughout project area.	As identified on Contract Area Map
Powerlines and Powerline Access Roads	Adjacent to Harvest Units: See Attachments 1 and 2 for protection and safety requirements.	As identified on Contract Area Map
Gates	Located throughout contract area	As identified on Contract Area Map
System Trails	In and adjacent to Units: 6, 126, 127A, 129, 134, 187, 189A and 226.	As identified on Contract Area Map

The contractor shall notify all utility companies, Forest Service, 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 because of accidental breakage or as a result of lines being exposed or unsupported, Contractor shall promptly notify the proper authority and shall cooperate with that authority in the restoration of service until the service is 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.

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.

PROTECTION OF RESIDUAL TREES

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

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.

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.

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.

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 full suspension. Resulting logging slash shall be removed where necessary to protect cover, soil, and water.

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.

Label on Contract Area Map	Restrictions
N/A	

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) Culverts or bridges shall be required on Temporary Roads at all points where it is necessary to cross Streamcourses. Such facilities shall be of sufficient size and design and installed in a manner to provide

unobstructed flow of water and to minimize damage to Streamcourses. Trees or products shall not be otherwise hauled or yarded across Streamcourses unless fully suspended.

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

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

Label on Contract Area Map	Restrictions
N/A	

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.

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.

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.

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.

SAFETY

For information regarding operations in and around OU3 of the Libby Asbestos Superfund Site including FAQ's, see Attachment 10.

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.

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:

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.

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.

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/

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 seven 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.

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 seven 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.

The following clauses and provisions apply to road reconstruction requirements only

BOND REQUIREMENTS

The Contractor shall furnish and maintain Performance and Payment Bonds or agreed to Alternate Payment Protections in amounts equal to the current value of all contract work subject to bonding, as determined by the

Contracting Officer. Bond amounts may increase or decrease over the life of the contract in accordance with awarded work, exercised options, or reductions in scope.

(End of 52.212-4 IRSC Addenda)

Solicitation Information -

Award Type

It is anticipated that a Firm Fixed Price contract will be awarded as a result of this synopsis/solicitation. The total duration of this contract shall not exceed ten (10) years.

The Government intends to make one award from this solicitation. Therefore, to be considered responsive, contractors must submit pricing for all items.

Period of Performance

Period of Performance is June 15, 2027, through October 15, 2032. The Contractor is required to commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed and the entire work ready for use not later than October 15, 2032. The time stated for completion shall include final cleanup of the premises.

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.

FAR 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2025)

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

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

GENERAL: Proposals will be evaluated on the basis that the following technical factors are in descending order of importance whereby each factor is more important than the next:

(1) Technical Approach,

(2) Relevant Past Performance, and

(3) Utilization of Local Work Forces/Benefit to Local Community.

Where, (1) Technical Approach being significantly more important than (2) Relevant Past Performance and (2) Relevant Past Performance being significantly more important than (3) Utilization of Local Work Forces/Benefit to Local Community. When combined, these technical evaluation factors are approximately equal to cost or price.

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

Factor 1: Technical Approach

This will address the Work Activity Plan, Quality Control Plan, Method, Equipment, Key Personnel, and Timing factors. Proposals will be evaluated on how well proposed operations will be able to accomplish the project objectives (fuels reduction and resource protection) and the stewardship goal (ecosystem restoration) of the project.

- What personnel (including subcontractors) and equipment will you be using to complete the work within the outlined timeframes.
- How the Designation by Prescription is proposed to be implemented and any previous experience with it.

- How proposed operations will meet safety considerations.
- How logical and reasonable the proposed sequence and schedule of operations fits the proposed timeframes and to what degree. Are there shorter timeframes proposed to accomplish this work?
- How experienced are key personnel in the work they will be performing?
- How suitable is the equipment and is it adequate to be used on this contract to complete it in a timely manner?
- How well the proposed schedule addresses the treatment of included sawtimber and non-sawtimber from cutting to the removal from Forest Service land?
- What market(s) will be utilized for the products being removed from the contract area.
- How quality assurance will be monitored and documented for each bid item.
- How communication will be timely and appropriate to keep the Forest Service appraised of operations work being accomplished.

Factor 2: Relevant Past Performance

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

Offerors will be evaluated on their past performance of similar type contracts performed within the last three years (5 years for DxP treatments, if any) in accordance with the following subfactors:

a. Quality of services – Demonstrated ability to perform services in accordance with contract requirements.

b. Customer satisfaction – Satisfaction of end users with the contractor's completed products and services.

c. Timeliness of performance – Compliance with schedules; reliability; responsiveness to technical direction; responsiveness to exchange of documents; and no assessment of damages.

d. Business management – Demonstrated ability to manage projects of this nature and involving subcontracts; working relationships with the Contracting Officer and technical representatives; flexibility; effective contractor recommended solutions; and businesslike concern for Government's interests.

e. Financial Responsibility – Demonstrated ability in providing current, accurate, and complete billings.

Past performance by key subcontractors and predecessor firms will be considered in the offeror's past performance. However, the offeror's performance under its current business structure will be considered more relevant than performance by predecessor companies, subcontractors, or individual employees.

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

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

Offerors with past performance data will be evaluated in the same manner as all other evaluation factors; however, those offerors with <u>no</u> past performance data will treated as an unknown performance risk and neither be evaluated favorably nor unfavorably. Therefore, offerors will receive more favorable rating for good past performance, and less favorable for poor past performance, and neither receive more favorable or unfavorable for no relevant past performance.

Factor 3: Benefit to the Local Community

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

(a) How and to what degree hiring or training of local residents as employees or as subcontractors will be accomplished in terms of retention, expansion, or creation of employment or training opportunities.

(b) How and to what degree materials, supplies, lodging, meals, or incidentals will be purchased within project areas.

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

Factor 4: Cost/Price Evaluation Criterion

A. The degree of importance of the price will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based, or when the price is so significantly high as to diminish the value of the technical superiority to the Government.

B. The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, if considered necessary by the Contracting Officer, discussions will be conducted with only those offerors determined to have a reasonable chance for award.

C. The Government reserves the right to make an award to other than the lowest priced offeror or to the offeror with the highest non-price evaluation if the Contracting Officer determines that to do so would result in the greatest value to the Government.

D. All pay items on the Schedule of Items must be priced in order to be considered for award.

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

(c) *Notice of award*. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

The award will incorporate written information provided by the offeror(s) and utilized by the Government as the basis for award selection.

FAR 52.212-1 Instructions to Offerors—Commercial Products and Commercial Services (NOV 2025)

(a) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers Will include—

(1) The solicitation number;
(2) The name, address, telephone number of the Offeror;
(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;
(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;
(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) *Late submissions, modifications, revisions, and withdrawals of offers*.

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.
(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.
(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.
(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.
(4) A summary of the rationale for award.
(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.
(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

ADDENDUM TO FAR 52.212-1:

INSTRUCTIONS FOR SUBMISSION OF OFFERS AND OTHER INFORMATION

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

(1) Proposals will be submitted as two separate documents - a technical proposal **and** a price proposal. Each part Will be separate and complete so that evaluation of one may be accomplished independently of the other. The price proposal Will be submitted with the solicitation forms, no breakdown of the unit price is required. The technical proposal must not contain reference to cost.

(2) Offerors are cautioned that sufficient and detailed information must be presented in their technical proposals to enable the Government to evaluate their proposals fully in accordance with the evaluation and award criteria contained herein. The Government is not obligated to ask for additional information and in the absence of appropriate information, the proposal will be rated deficient.

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

(4) The Government will evaluate proposals in accordance with FAR Clause 52.212-2 “Evaluation – Commercial Products and Commercial Services (NOV 2025)” evaluation criteria as set forth herein.

(5) Offerors will submit their proposal(s) in the following format:

(i) Price Proposal/Documentation: Completed, signed offer (Signed SF-1449, completed Schedule of Items spreadsheet and all certifications in Exhibit 1).

(ii) Technical Proposal/Documentation (Technical approach, past performance and benefits to the local community information) .

(iii) Bid Guarantee of 20% of the proposed price for mandatory reconstruction requirements is required with proposals.

(b) Technical Proposal -The technical proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed description of the organization, techniques, and procedures for achieving the objectives of the specifications and the project. Proposals that merely paraphrase the requirements of the Government's specifications or use such phrases as "will comply" or "standard techniques will be employed" are unacceptable and will be removed from further consideration.

As a minimum, the proposal must clearly provide the following:

Factor 1: Technical Approach

Work Activity Plan. Clearly describe how you and/or your subcontractors will meet both the project objectives and minimize resource damage. Include an explanation about how you have determined this approach, and what coordination will occur between the various operations.

Quality Control Plan. The Contractor shall provide a Quality Control Plan (QCP). Failure to submit the QCP will result in proposals not being evaluated. The QCP shall demonstrate how the Contractor will assure that quality of performance meets the cutting prescriptions, objectives and requirements of the contract.

a. The QCP shall specify:

i. How quality will be monitored and reported to the Contracting Officer and the COR to assure the performance standards are met, including plot numbers and plot size and types, and sample design (units with spacing).
ii. How work will be inspected.

iii. What type of equipment will the Inspector use to do the inspection.
iv. The supervision of the work.
v. Personnel who will be performing the quality control. Indicate whether persons who conduct inspections will have other responsibilities (supervision, production work, etc.).

Method. Describe the method or combination of methods you plan to utilize to accomplish the Mandatory Work Items and any of the Optional Work Items that you anticipate necessary, dependent on your operations. Include responses to each of these end results, specifications and objectives:

1. How your operations will limit detrimental soil disturbance in all units.
2. How your operations will implement and accomplish the Designation by Prescription treatments. What is your previous experience with this method?
3. How your operations will implement road reconstruction activities.
4. What personnel (including subcontractors) and equipment will you be utilized to complete work within the outlined timeframes.
5. How operations will meet safety considerations.
6. What market(s) will be utilized for the products being removed from the contract area.
7. How communication will be timely and appropriate to keep the Forest Service appraised of operations work being accomplished.

Equipment. Describe the equipment you will use to accomplish the Mandatory Work Items and the Optional Work Items that will be necessary dependent on your operations. Include make and model of proposed equipment.

Key Personnel. List the names and proposed duties of key personnel who will be assigned to the various work items of the project including the overall Project Manager, Logging Supervisor, Supervisor, and individual sub-managers (such as individuals supervising sub-contractors).

Timing. Provide a general plan for the sequence of work, including an estimated start date and completion date for both the Mandatory and Optional work items.

NOTE: *This is NOT a request for a detailed operations plan. After award and prior to start of work, the Contractor must submit an Operating Schedule (include start dates, units and work items, haul dates, etc.)*

Factor 2: Relevant Past Performance

The technical proposal must address past performance for both the Offeror and any proposed major subcontractors. OFFERORS SHOULD PROVIDE ONLY THE INFORMATION LISTED BELOW. Performance information will be requested from references provided and other known clients. Please limit your response to no more than 3 pages.

(a) Submit a list of similar project work that has been completed by your firm or any of your proposed subcontractors in the last 3 years. Experience with implementation and successful accomplishment of DxD treatments should be noted, and within the past **5** years. Address past work specifically related to all of the work items shown in the Schedule of Supplies/Services of the SF 1449 in this solicitation. Please provide:

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

Factor 3: Benefit to Local Community

Explain how you will recruit and utilize labor, subcontractors, and other workforces from those counties adjacent to the Kootenai National Forest.

(a) Describe how and to what degree hiring or training of local residents as employees or as subcontractors would be accomplished in terms of retention, expansion, or creation of employment or training opportunities.

(b) Describe how and to what degree materials, supplies, lodging, meals, or incidentals would be purchased within project areas.

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

Factor 4: Cost/Price

A firm's completion and submission of a unit price and total amount beginning on page 2 of the subject solicitation's Schedule of Items constitutes the fulfillment of the Government's price proposal requirements under this solicitation.

Inquiries

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the points of contact listed on the cover sheet and on SAM.gov.

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): https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)
52.209-2 Prohibition on Contracting with Inverted Domestic Corporations - Representation (Sep 2025)
52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Sep 2025)
52.240-90 Security Prohibitions and Exclusions Representations and Certifications (Nov 2025)

<u>The following provisions are applicable if checked:</u>

☒ 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2024)
☒ 52.204-7 System for Award Management—Registration (Nov 2025)
☒ 52.209-12 Certification Regarding Tax Matters (Oct 2025)
☒ 52.228-1 Bid Guarantee (Sep 1996)

<u>Other Applicable FAR Provisions</u>

52.217-5 Evaluation of Options (Nov 2025)
52.233-2 Service of Protest (Sep 2025)

452.203-70 Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Certification (Dec 2025)

(a) By submission of its offer, the offeror certifies that:

1. It is compliant with all applicable Federal anti-discrimination laws and the Equal Protection principles of the U.S. Constitution.
2. Neither it nor any proposed subcontractor or teaming partner operates or funds any program, policy, or initiative that promotes DEI in a manner that violates any applicable Federal anti-discrimination laws, including but not limited to Title VI and VII of the Civil Rights Act of 1964, or the Equal Protection principles of the U.S. Constitution.

(b) If the offeror participates in, facilitates, or funds programs that implicate Title VI of the Civil Rights Act of 1964 or Title IX of the Education Amendments of 1972, as amended, including but not limited to grants to or for schools, colleges, universities, 4-H programs, non-governmental organization (NGO) programs, sports programs, and education-related grants to prisons or other detention facilities, by submission of its offer, the offeror certifies that it is compliant with those laws, including the requirements set forth in Executive Order 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity.

(c) The offeror affirms that the above requirements are conditions of payment that go to the essence of the contract and are therefore material terms of the contract. Payments under the contract are predicated on compliance with the above requirements, and therefore the offeror will not be eligible for funding under the contract or to retain any funding under the contract absent compliance with the
above requirements.

(d) This certification reflects a change in the Government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this contract.

(e) Submission of a knowing false statement relating to offeror's compliance with the above requirements and/or eligibility for the contract may subject the offeror to liability under the False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001.

(f) Failure on the part of the offeror or its subcontractors to comply with the terms of this clause may be grounds for the Contracting Officer to terminate the contract for default.
(End of Provision)

NOTICE FOR FILING AGENCY PROTESTS
United States Department of Agriculture (USDA) Ombudsman Program

The USDA is committed to issuing solicitations and awarding contracts in a fair and prompt manner. The Ombudsman Program for Agency Protests (OPAP) was established to address protest issues within the agency, providing an alternative to costly and time-consuming litigation. Operating independently, OPAP offers relief comparable to that granted by the Government Accountability Office (GAO). Interested parties are encouraged to resolve concerns through USDA's internal Alternative Dispute Resolution (ADR) process before pursuing external forums such as the GAO. Concerns may be addressed informally or through a formal agency protest filed with either the Contracting Officer or the Ombudsman.

Informal Forum with the Ombudsman

1. **Initial Point of Contact:** Interested parties who believe a specific USDA procurement is unfair or otherwise defective should first direct their concerns to the applicable Contracting Officer.

2. **Escalation:** If the Contracting Officer is unable to address their concerns, interested parties are encouraged to contact the USDA Ombudsman for Agency Protests. Under this informal process, the agency is not required to suspend contract award performance. Utilization of the informal forum does not suspend any time requirement for filing a formal protest with the agency or other forums.
3. **Required Information:** To ensure a timely response, interested parties should provide the following information to the Ombudsman: solicitation/contract number, contracting office, Contracting Officer, and solicitation closing date (if applicable).

Formal Agency Protest with the Ombudsman

1. **Effort to Resolve:** Prior to submitting a formal agency protest, protesters must first use their best efforts to resolve their concerns with the Contracting Officer through open and frank discussions.
2. **Independent Review:** If the protester's concerns remain unresolved, an Independent Review is available by the Ombudsman. The protester may file a formal agency protest with either the Contracting Officer or, alternatively, with the Ombudsman under the OPAP program. Contract awards or performance will be suspended during the protest period unless justified in writing for urgent and compelling reasons or determined in writing to be in the best interest of the Government.
3. **Resolution Timeline:** The agency's goal is to resolve protests within 35 calendar days from the date of filing.
4. **Required Information:** Protests shall include the information set forth in FAR 33.104(a)(3). Failure to submit the required information may result in a delay or dismissal of the protest.
5. **Timeliness:** Protests must be filed within the timeframes specified in FAR 33.104.
6. **Submission:** Formal protests under the OPAP program should be submitted electronically to SPE.inquiry@usda.gov and the Contracting Officer.

Election of Forum. By initiating a protest with the USDA, the protester agrees not to pursue the same matter with the Government Accountability Office (GAO) or any other external forum while the agency protest is pending. If a protest is filed externally, the agency protest will be dismissed.

Exhibit 1- Certifications

EMPLOYMENT OF ELIGIBLE WORKERS- WORKFORCE CERTIFICATION

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

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

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

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

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

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

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

☐ Transporting workers

☐ Driving

☐ Housing workers

Company has applied for a Certificate of Registration on _____ .

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

State of _____ No._____

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

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

SIGNATURE:	**DATE:**
PRINTED NAME:	**TITLE:**

GOVERNMENT EMPLOYEES, FORMER USDA EMPLOYEES, AND USDA RETIREES

The offeror/quoter represents and certifies that—

a) It ☐ is, ☐ is not a current Federal government employee.

b) It ☐ is, ☐ is not a former USDA employee.

c) It ☐ is, ☐ is not a retired USDA employee. If retired, give date of retirement: _____.

d) It ☐ is, ☐ is not related by blood or marriage to a current Forest Service employee on the _____ National Forest. If so, list employee's name and location:_____ _____.

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

TAXPAYER IDENTIFICATION

Quoter shall insert their Taxpayer Identification Number: _____

SAM UNIQUE ENTITY IDENTIFIER (UEI) NUMBER (12 Characters)

Quoter shall insert their SAM UEI number: _____