

SAMPLE RFQ PBSC

The attached RFQ is based on a PBSC statement of work. The RFQ proper is constructed as a Commercial Item acquisition. While the format used will differ in the Technical portion of each project that should be the only area where changes are needed. The technical evaluation criteria are already included in the attached format.

UPPER HORSE PRAIRIE STEWARDSHIP PROJECT SERVICE CONTRACT WITH PRODUCT REMOVAL

Location 16 miles southwest of Grant, Montana – Beaverhead county

SECTION B, SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 – SCHEDULE OF ITEMS – SERVICE WORK AND PRODUCT REMOVAL: Offerors must propose on all line items on an “**All Or None Basis**”. Offerors are further advised that offering a unit price less than the Minimum Acceptable Offer for Total Goods, Line Item 0004A and 0004B, may have an adverse effect on the evaluation of their proposal regarding best value. Prices offered and accepted by the Government under line item 0004 for the product will become due and payable to the Government in accordance with the terms specified in this request for quote.

LINE ITEM 0001 through 0003- FOREST HEALTH IMPROVEMENT SERVICES/SUPPLIES

LINE ITEM	SERVICES/SUPPLIES	QTY.	UNIT	UNIT PRICE	AMOUNT
0001	Fuel Break Treatments				
0001A	Fire Line/Fuel Break Construction		Acre	\$	\$
					\$
0002	Road Work				
0002A	Road Maintenance on Road # 1882		Miles	\$	\$
0002B	Temporary Road Construction		Feet	\$	\$
0003	Sagebrush/Grass Restoration Treatments				
0003A	Conifer Encroachment Treatment		Acres	\$	\$
TOTAL OFFER LINE ITEMS (0001A thru 0003A) ----->					\$

LINE ITEM 0004- FOREST HEALTH IMPROVEMENT PRODUCTS

Line Item #	Product	Species (Specify)	Estimate of Quantity by Unit of Measure					Minimum Acceptable Offer	Offer/Unit of Measure	Contractor's Offer
			MBF	Tons	Cords	Lineal Feet	Other (Specify)			
0004A	Sawlogs	PP								
0004B	Sawlogs	DF								
0004C	Pulp	All								
0004D	Biomass	All								
Total Product ----->										

NET VALUE TO BE PAID TO THE GOVERNMENT OR DIFFERENCE TO BE PAID TO CONTRACTOR (The difference between PRODUCT TOTAL and SERVICE TOTAL)	\$
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AWARD ONE CONTRACT WILL BE ISSUED TO THE CONTRACTOR WHOSE OFFER REPRESENTS THE BEST VALUE PROPOSAL RECEIVED WHEN EVALUATED AGAINST EVALUATION CRITERIA IN PROVISION 52.212-2 ON AN ALL OR NONE BASIS.

ESTIMATED START WORK DATE: Negotiated effective start work date

CONTRACT COMPLETION DATE: Not later than two calendar years from date of effective start work date.

TERMS OF CONTRACT

This is a Multi Year contract as contemplated by Section 323 of P.L. 108-7, and as such may continue for a period of up to 2 years. Multi Year contracts specify more than one year's requirements without establishing and having to exercise an option for each program year after the first. It is not anticipated that funds will be exchanged in the performance of this contract, rather that the value of the timber will offset the value of the work to be performed. Therefore the Contracting Officer has not established cancellation dates for each program year's requirements regarding lead time and the date by which funding for those requirements could reasonably be expected. In the event that the cost of the services/construction exceeds the value of the timber the cancellation dates required by Federal Acquisition Regulation 17.106-1 will be mutually arrived at.

SITE VISIT DATE AND PRE-PROPOSAL INFORMATION

A site visit has been scheduled for _____, 2006 at _____ AM/PM

Participants meet at: Bureau of Land Management (BLM) _____ Field Office, ADDRESS, MT.

Potential offerors are to provide their own transportation at no cost to the Government. The Government assumes no liability on behalf of offerors attending the site visit. Offerors intending to attend the site visit tour shall contact Name (Phone Number) or Name (Phone Number) at least 48 hours before the scheduled site visit and advise him/her of the firms' name and number of persons that will attend

SECTION C - DESCRIPTION – STATEMENT OF OBJECTIVES

C.1 – General Requirements

C.1.1 – Project Objectives

The objectives of this contract are to reduce fuels in the wildland interface, improve wildlife habitat for elk and white tailed deer, and restore forest health.

C.1.2 - Scope of Contract

The Contractor shall develop and submit a Treatment Plan and Schedule to accomplish the project objectives, and organize and direct all of the equipment and personnel needed to fully accomplish the work. The contractor shall furnish all technical expertise, labor, equipment, supervision, transportation, operating supplies, and incidentals necessary to complete the work required. The Treatment Plan and Schedule will be agreed upon by both parties and incorporated into the contract as Attachment A Section J. All changes to the Treatment Plan will be agreed to prior to the changes taking effect.

The contractor shall be required to:

1. Provide a Treatment Plan and Schedule
2. Provide a Quality Control Plan.

C.1.3 Location and Description

C.1.3.1 – Location: The project area is located in T11S, R14W, Sections 5, 17 and 18. See Vicinity and Project map. (Section J)

C.1.3.2 - Access. To locate the project area, go west from the town of Grant on HWY 324 for approximately 9 miles. Turn right on the Lemhi Pass road for approximately 1 mile. Turn left on the BLM Road # 1882 for approximately 10.6 miles to the project area

C.1.3.3 - Description: The project area is located on gentle rolling terrain above 5,000' in the Big Snowy mountains on slopes of 30-50 percent.

C.1.3.4 - Definitions.

Additional Timber - Any sawlog size tree that is designated and agreed to by the Contracting Officer after contract award.

Biomass – (Need current WO IM definition here)

Brush - A woody perennial plant such as mountain mahogany or sagebrush.

Chip – The chipping of undesirable vegetation. Slash created during chipping shall not exceed 1” diameter and 3” in length and shall be spread to a depth of no more than 2” in depth.

Controlled Area - Areas delineated by flagging for the purpose of protecting sensitive plants or heritage resources. The areas are marked on the ground, they are not located on the project area map, however a map with these areas shown will be available to the successful bidder.

Cut-tree - A tree that is designated by the BLM for felling, and may be marked with yellow paint at and above the stump.

DBH - Diameter at breast height; the diameter of a tree measured at a point 4.5 feet above the ground on the uphill side of the tree.

Drainage – ditches and culverts

Grapple Pile - Piling slash both existing and created in piles or windrows with a tracked machine that has a boom capable of reaching 15 feet and has a grapple mounted on the end of the boom.

Kelly Humps – An earthen berm 4' to 6' in height and placed at a right angle to the road or trail in order to deny vehicle access.

Landing - Area used to stage and load forest products just prior to removal from the block.

Leave Tree - A tree with 7.6" or greater DBH that is not marked with yellow paint within the Douglas-fir Savannah Restoration treatment unit boundary or by blue paint on the treatment unit boundary.

Mastication – The mowing/mulching/chipping of undesirable vegetation. Slash created during mastication shall not exceed 3" diameter and 18" in length and shall be spread to a depth of no more than 6".

Pile - Piles shall be compact, dirt free, and constructed to promote complete and efficient combustion. Piles shall be a minimum of 6 feet in height and a maximum of 30 feet in diameter and constructed to maximize height instead of width. All material protruding beyond 4 feet of the pile shall be severed and placed back into the pile for burning. Contractor shall employ techniques and equipment that insure dirt free piles

POL (Product Other than Logs) – Timber with a DBH of 5.0"– 7.5" for Douglas-fir or Engelmann spruce and timber with a DBH less than 5.6" for lodgepole pine. (see merchantability specifications in Table C.2)

POL Deck – Piles of POL boles 5' high, free of limbs and tops, dirt free and located in the BLM designated landings

Project area - The area where all operations must be contained within, with the exception of hauling

Sawlog – A tree which has a DBH of 7.5" or greater for Douglas-fir and Engelmann spruce and 5.6" or greater for lodgepole pine, has a merchantable length of 16' to a 5" top diameter inside bark and is one third or more sound material (see merchantability specifications in Table C.2).

Sawtimber – (see sawlog)

Slash - Vegetative debris generated by Contractor's operation (i.e. limbs and tops).

Snag - Any dead standing tree.

Stump Height - Shall not exceed 12" measured from the ground on the uphill side for sawlogs or 6" for POL material and 4" for brush; or 4" above natural obstacles (boulders, wildlife logs, etc.) except as noted for Line Item 0001A.

SECTION C.2 – TECHNICAL REQUIREMENTS

C.2 PROJECT AREA

C.2.1 Project Area Map. The boundaries of the Project Area and any unit within, are shown on the attached project area map in Section J. Project units may be revised or dropped and additional units may be established only by written modification.

C.3 SERVICE ACTIVITIES

Purpose: The purpose of this work is to remove vegetative materials to protect and benefit other resources. Work includes the following:

Item / Service Activity #0001

Fuel Break Treatments. Treatments will be conducted to reduce the risk of prescribed fire spreading into an area of archeological concern. Work will include the following:

Item / Service Activity #0001A

Fire Line/Fuel Break Construction (0.42 acres). Consists of cutting and removing or mulching sagebrush and conifer vegetation to prepare the fireline.

A fire line approximately 910' by 20' wide will be constructed on the designated location along the east side of the Sagebrush/Grass Restoration Unit. Vegetation shall be cut to within 4" above the ground. Vegetation that is cut shall be either mulched on the site where it is cut or physically removed and scattered into the prescribed burn area to a minimum of 40' from the fireline/fuel break edge closest to the prescribed burn area.

Work Sequence: Fireline/fuel break shall be performed in an organized systematic manner as determined in the pre-work conference.

Cutting: Green and dead sagebrush and or conifer trees within the project fireline/fuel break shall be completely severed from the stump(s). Stump height shall not exceed 4" measured on the uphill side. All main branches or side branches shall be cut from the remaining trunk of the vegetation.

Mulching: If the contractor elects to mulch the fireline/fuel break, the residual mulch depth shall be no more than 8" deep within the fireline location. If the depth of the mulch exceeds this amount, the excess mulch shall be moved/scattered/blown into the prescribed burn area to a minimum distance of 20' from the fireline/fuel break edge closest to the prescribed burn area.

Scattering: If the contractor elects to scatter the un-mulched vegetation it shall be placed 40' or more into the prescribed burn portion of the unit. Movement of the cut vegetation can be by machine or by hand. Where possible, vegetation shall be placed in natural openings or compacted so to keep any spotting potential to a minimum.

NOTE: If the Contractor elects to remove all or a substantial portion of the conifer biomass in this treatment unit, elimination or proportional reduction of the work required in this line item will be negotiated with the Contractor.

Item / Service Activity #0002

Road Work.

Item / Service Activity #0002A

Road Maintenance on Road #1882 (10.6 miles). Road work consists of grading, ditching, and maintaining 10.6 miles of Road #1882. See Section C.6.2.

Item / Service Activity #0002B

Temporary Road Construction (2,825 feet). Road work consists of constructing a temporary road, installing a temporary culvert, following design features to mitigate watershed impacts, and closing the temporary road at the end of operations. See Section C.6.3.

Item / Service Activity #0003

Sagebrush/Grass Restoration Treatments.

Item / Service Activity #003A

Conifer Encroachment Treatment (45 acres). Consists of cutting conifer encroachment to facilitate prescribed burning.

Work Sequence: Sagebrush/grass restoration shall be performed in an organized systematic manner as determined in the pre-work conference.

Biomass Utilization: The Contractor may elect to remove all or a substantial portion of the biomass material from this unit. If the contractor elects to remove a portion of the conifer biomass but not all of it, sufficient amounts of treated conifer slash shall be left so as to carry a prescribed fire that will obtain the desired mortality on the residual conifer encroachment. Residual slash amounts will be to the satisfaction of the Authorized Officer. However, if the Contractor elects to remove all or substantially all of the conifer biomass, construction of the Fire Line/Fuel Break will be eliminated or substantially reduced. The final fireline construction specifications will be commensurate with the need for prescribed burn requirements if the unit is still to be burned. This will be determined by the Authorized Officer.

Biomass Non-Utilization: If the Contractor elects not to remove biomass material from this unit, or biomass removal does not meet the satisfaction of the Authorized Officer, then treatment will consist of strips of cut conifer encroachment alternating with strips of uncut areas throughout the entire Sagebrush/Grass Restoration Unit. The treatment will be completed as follows:

- Cut 30' wide strips along the contour in the encroachment unit (cutting all conifers over 4.5' tall), separated by 60' wide **uncut** strips
- Trees shall be cut and placed in a method to facilitate prescribed burning by:
 - o In the lower 2/3rds of each cutting strip, cut and limb trees and place parallel to the elevation contours.
 - o In the upper 1/3rd of each cutting strip, cut trees and position to rest on or against trees in the adjacent uncut strip. This material will not require further limbing.

Cutting: All conifer vegetation in these burn strips within the sagebrush restoration boundary shall be completely severed from the stump(s). Trees are not allowed to be knocked down or otherwise run over before cutting. Cut conifer vegetation in the lower 2/3rds of the treatment strips will be no more than 24" above the ground with the long axis of all vegetation oriented along the contour. Main stem lengths shall be cut so no pieces are more than 10' in length. Stump height in these strips shall not exceed 6" measured on the uphill side.

Limbing: Trees in the lower 2/3rds of each treatment strip will be limbed by cutting all branches on the top side of the tree flush with the main stem as it lays on the ground.

Item / Forest Health Improvement and Biomass Utilization #0004

Douglas-fir Savannah Restoration Treatments (23 acres). Treatments will be the cutting, decking, and removal of merchantable material from the sale area of all trees marked with yellow paint at DBH and on the tree below stump height. Preparation of slash materials will also be completed as part of the service activity.

Work Sequence: DF savannah restoration shall be performed in an organized systematic manner as determined in the pre-work conference. Work will include the following:

Cutting: Trees designated for cutting within the project boundaries shall be completely severed from the stump(s). Only trees marked with yellow paint at DBH and with a stump mark may be cut. Non-merchantable trees (those with a 5.6" DBH or less in lodgepole pine and 7.5" or less for all other species) may be cut where necessary for safe falling or yarding practices. This material must then be treated as slash or biomass material. If the Contractor elects to remove this biomass material, 10 to 15 tons per acre of slash must be left on site as determined by the Authorized Officer's use of residual slash photo series

guides. No limbs shall be left on the stump of cut trees. Stump height shall not exceed 12” measured on the uphill side for Douglas-fir and 8” for all other species.

Yarding: Unless undo leave tree damage results, trees will be whole tree yarded to landings. If undo damage occurs, an alternative yarding practice will be utilized to the satisfaction of the Authorized Officer. Landing locations must be located by the contractor within the project area and pre-approved by the Authorized Officer. The contractor shall construct waterbars within the unit or on roads used by the purchaser as directed by the Authorized Officer before the completion of activities for the operation season. If the contractor does not complete all work within the treatment units in one season, access or yarding trails will be blocked at entrance points with sufficient debris materials to prohibit vehicle truck passage. Upon completion of logging activities the purchaser shall place slash materials over all skid trails that are accessible from existing roads. The purchaser may also be required to construct Kelly Humps at the access points for each trail. This work will be accomplished to the satisfaction of the Authorized Officer.

Piling: Pile all landing slash concentrations within 50’ of landing areas (but more than 100’ from streams or other water sources) in accordance with the following specifications:

- i. Where slash piles are constructed they shall be made so they are a minimum of 6’ high, and are tight and free of dirt.
- ii. Where slash piles are constructed they shall be located a minimum of 20’ from reserve trees and 50’ from cutting unit boundaries.
- iii. Elsewhere in the unit, residual slash may be either slashed or trampled in such a manner so as to place all slash material within 18” of the ground, no more than 10’ in length. Slash and non-merchantable material knocked down during the logging process shall be left in place or positioned so as to leave approximately 15 to 20 tons per acre spread over the entire unit.

Aspen Restoration Treatments (1 acre). Consists of treatment to restore four areas with remnant aspen clones within the Douglas-fir Savannah Restoration Unit.

Work Sequence: Aspen restoration of these areas shall be performed in an organized systematic manner as determined in the pre-work conference. Work will include the following:

Cutting: All conifer vegetation taller than 2’ shall be cut within 60’ of all live aspen trees that are within the DF Savannah Restoration Treatment Unit. Trees that are cut within this 60’ radius shall be completely severed from the stump(s). All non-merchantable conifer material within the aspen treatment areas will not be limbed. No limbs shall be left on the stump of cut trees. Stump height shall be the same as in the Douglas-fir Savannah Restoration Unit. Standing aspen trees (live or dead) will be left uncut. No biomass utilization will be allowed in the aspen restoration treatment area.

C.3.1 Included Timber . “Included Timber” consists of:

C.3.1.1 Standard Timber. The BLM agrees to sell and the Contractor agrees to purchase, cut and remove all Included Timber and Biomass as located and described in this Service Contract, including all pieces that meet minimum piece specifications as defined in Section C.1.3.4 and as shown in Table C2; and as shown on the Project Area map.

The Contractor shall not cut any timber and biomass until the quantities have been paid for by the Contractor.(see paragraph C.5) or Stewardship Credits established.

C.3.1.2 Damaged Timber. Undesignated live trees that have been damaged by contractors operations to the extent that considerable deterioration or mortality is imminent and are designated by the BLM for felling. Damaged timber is subject to a higher rate than that of standard timber according to C.4.3

C.3.2 Utilization Standard. Utilization Standards for trees and minimum pieces are shown in Table C.2 below and described as included timber. Technical proposals shall describe the type of ground based logging systems and equipment that will be used to cut and remove this material. All utilizable sawlog (products) to be removed will be purchased from the Government and paid for at the total offer values shown in Line Item 0004A through. 0004B. through either application of Stewardship Credits earned or cash deposit (see paragraph C.5).

Table C.3.2

Included Timber				Minimum Specifications			
Species	Product	Estimated Quantity	Unit of Measure	Tree		Piece Required to be Removed	
				DBH (Inches)	No. of Minimum Pieces per Tree	Length (Feet)	D.I.B. at Small End (Inches)
DF	Sawtimber	28	Mbf	8.0	1	16.0	5.0
LP	Sawtimber	12	Mbf	6.0	1	16.0	5.0
ES	Sawtimber	4	Mbf	6.0	1	16.0	5.0
Total Estimated Quantity		44	Mbf				

C.3.3 Timber Designation. Timber designated for cutting shall be confined to the sale area.

C.3.3.1 Project Unit Boundaries The boundaries of the project unit are designated by: Boundary tree has three stripes of **blue** paint. The three stripes are located 3’-4’ up the bole of the tree, facing the inside, toward the unit.

C.3.3.2 Individual Trees. Trees **marked to cut** have a yellow stump mark as well as two horizontal bands between 3’-4’ up the bole of the tree.

Note: Insert Operations: SMZ, Protection of resources, other. (C.7)

C.4 TRANSPORTATION FACILITIES

C.4.1 Authorization Contractor is authorized and responsible to maintain specified roads contained within the project area according to section C.6.2. Contractor is also authorized and responsible to construct and close a temporary road in order to facilitate the removal of timber, according to the specifications in C.6.3. Both the maintenance of the specified roads and the construction and/or closing of temporary roads are included in Item **B.1** and should be offered/proposed accordingly.

C.4.2 Specified Roads Specified roads are identified on the Project Area map. The project area contains approximately 10.6 miles of specified road that must be maintained to the following specifications. Use of Road #1882 by the contractor is only authorized under dry soil conditions.

Road	Segment Length
#1882	10.6 mile

Surface blading, of the existing running surface only, shall be performed as necessary to facilitate traffic and provide proper drainage. The Contractor is responsible for periodic maintenance only when road damage occurs as a result of his use. Surface material shall not be sidecast, but shall be returned onto the traveled way. Drainage dips and lead-off ditches shall be cleaned and maintained during periodic maintenance to reasonably blend with existing line, grade, and cross section. Unless specified, Road #1882 must remain reasonably free of equipment and products, slash and debris from Contractors’ operations. All specified roads, ditches and drain dips are to be restored to pre-use conditions at the end of the project.

C.4.3 Temporary Road To provide access to accomplish the removal portion of this proposal, installation a temporary road is required. The anticipated amount of temporary construction is 2,825' with a 12' wide running surface.

Temp road	Approximate distance (feet)
Total Length	2,825'

Temporary road construction will be carried out as outlined in the following table:

Station	Feature	Remarks
0+00	Begin new temporary road construction from MM10.6 of Road #1882	
3+63	Construct Drain Dip	See Exhibit
10+80	Enter meadow	
12+80	Enter DF Savannah Treatment Unit	
15+70	Construct Drain Dip	See Exhibit
18+15	Approach Stream Crossing	Begin excavation as needed to maintain less than 10% adverse road grade to the stream crossing.
19+00	Begin placement of fill material within road bed as located by centerline.	Lay woven geotextile material * material on cleared road bed from Sta 19+00 to Sta 19+70. Then place minimum 2' to maximum 4' of fill material from excavated material. Fill material placed within 6" of the geotextile material must not contain any rock or other foreign material greater than 4" in diameter. Begin placement and stabilization of silt fence as shown on Exhibit on each side of road prism to prevent any sloughing of material into riparian area.
19+35**	Temporary Culvert Installation	Install 18" x 26' culvert and cover with minimum 14" fill.
19+70	End fill placement	End placement geotextile material and silt fence.
20+30	Construct Drain Dip	
25+25	Construct Drain Dip	
28+25	End Road Construction	Note: Survey Property corner (brass cap) is located 43' from end of road @ 320 degrees-Do Not Disturb and do not pile slash within 20' of this corner.

*Woven geotextile material with a minimum puncture rating of 65.

** If the culvert is left in place for more than one season, contractor will excavate 2 overflow relief ditches parallel to the streambed. These ditches will be 1' lower than the finished road surface and placed approximately 5' on each side of the culvert for the entire width of the road. This relief ditch will be filled back in upon the resumption of operations in the next season.

Upon completion of log hauling, the contractor will remove the temporary culvert and all improvements associated with it. This will consist of removing fill material from the riparian area and placing this material a minimum of 50' either side of the culvert location on the road surface. Then the geotextile, silt fence and culvert will be removed in that order. These materials will be removed by the contractor from the contract area and may be reused at his discretion or disposed of properly.

C.4.3.1 Temporary Road Closing Following the end of operations, the temporary road constructed to access the unit will be closed. This work shall include but is not limited to ripping the surface for seeding, outsloping the road bed, removing drainage dips and one culvert and placing slash, stumps, or cull logs on the road surface. This work shall be sufficient to prohibit use by motorized vehicles. The road will have 3 Kelly Humps evenly placed from Sta 10+70 to 10+80.

C.5 OPERATIONS

C.5.1 Statutory Compliance Contractor agrees to conduct operations under this contract and other related business activities in compliance with Federal, State, and local statutes, standards, orders, permits, or other regulations. Failure to comply will be grounds for default in accordance with the Default clause. The contract shall govern if such laws conflict with or preclude performance of contractual requirements. The contractor shall be responsible to obtain and implement the State of Montana 310 Stream Crossing Permit or following the stipulations as defined in the 124 Permit Process if the stream crossing is obtained by the BLM.

C.5.2 Improvements Contractor shall comply with the rules and regulations governing the operation of premises which are occupied, and shall perform the contract in a manner that will not interrupt or interfere with the conduct of the BLM business.

Before any camp, quarry, borrow pit, storage, or service area is opened or operated on Public Lands, written permission shall be obtained through the BLM or the appropriate agency. A camp is interpreted to include the campsite or trailer parking area of any employee working on the project for Contractor. Such permission, if granted, shall be without charge to Contractor. Contractor must remove and dispose of all said improvements when no longer needed.

C.5.3 Protection of Improvements Contractor shall protect Specified Roads and other improvements (such as fences, roads, trails, telephone lines, and ditches).

C.5.4 Protection of Improvements Not Owned by the BLM The Contractor will notify the BLM, all utility companies, or other parties affected, and make arrangements for all necessary adjustments of the public utility fixtures, pipelines, and other appurtenances affected by Contractor's operations.

When Contractor's operations are adjacent to properties of railway, telegraph, telephone, or power companies, or other property, work shall not begin until all necessary arrangements to prevent damage have been made by Contractor.

Contractor will cooperate with all owners of above mentioned property. In the event of interruption because of accidental breakage, Contractor shall promptly notify the proper authority, and cooperate with that authority in the restoration of service.

C.5.5 Protection of Land Survey Monuments Contractor shall protect all known survey monuments, witness corners, reference monuments, and bearing trees against any damage during Contractor's operations.

C.5.6 Protection of Cultural Resources Location of known historic or prehistoric sites, buildings, objects, and properties related to American history, architecture, archaeology and culture, such as settler or Indian artifacts, protected by American Antiquities Act of 1906 (16 U.S.C. 431-433), National Historic Preservation Act of 1966 (16 U.S.C. 470) and the Archaeological Resources Protection Act of 1979 (16 U.S.C. 470aa-ll) (36 CFR 296.4 and 36 CFR 261.9(g)), shall be identified on the ground by the BLM. The BLM may unilaterally modify or cancel this contract to protect an area, object of antiquity, artifact, or similar object which is or may be entitled to protection under these Acts regardless of when the area, object or artifact is discovered or identified. Discovery of such areas by either party shall be promptly reported to the other

party and operations will be suspended at that location until the significance or potential significance of the site is determined.

Contractor shall protect all known and identified historic or prehistoric sites, buildings, objects, and properties related to American history, architecture, archaeology and culture against destruction, obliteration, removal or damage during Contractor's operations. Contractor shall immediately notify the BLM if disturbance occurs to any known site, and shall immediately halt operations in the vicinity of the site until the BLM authorizes the Contractor to proceed. Contractor shall bear costs of evaluation and restoration in accordance with 36 CFR 296.14I, provided that such payment shall not relieve Contractor from civil or criminal remedies otherwise provided by law.

Wheeled or track-laying equipment shall not be operated within such areas except on roads, landings, tractor roads or skid trails approved under C.6.2 and C.7.16. Unless agreed otherwise, trees will not be felled into such areas. Contractor may be required to backblade skidtrails and other ground disturbed by Contractor's operations within such areas in lieu of cross ditching required under D 6.6.

C.5.7 Protection of Threatened, Endangered, and Endangered, and Sensitive Species Location of areas needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act of 1973 or as sensitive plant and animal species on the BLM Montana/Dakotas Sensitive Species list are shown on Project Area Map and identified on the ground. Measures needed to protect such areas have been included elsewhere in this contract or are as follows:

If protection measures prove inadequate, if other such areas are discovered, or if new species are listed on the Endangered Species List or the BLM Montana/Dakotas Sensitive Species list, the BLM may either cancel or unilaterally modify this contract to provide additional protection regardless of when such facts become known. Discovery of such areas by either party shall be promptly reported to the other party and operations will be suspended at that location until the significance or potential significance of the area is determined.

C.5.8 Operating Schedule Contractor shall, before commencing operations, provide in writing an annual operating schedule of Bid Items / Service Activities and needs for operations, such as temporary road construction and material delivery.

C.5.8.1 Sale Operation Restrictions Unless otherwise agreed in writing, project operations shall be discontinued by the conditions listed below:

Operation	Time Period	Purpose
All	October 15 to July 1	Eliminate multiple resource conflicts

C.5.9 Protection of Residual Trees Contractor's operations shall not unnecessarily damage youth growth or other trees to be reserved outside of the treatment units described herein.

C.5.10 Safety When Contractor's operations are in progress adjacent to or on the BLM controlled roads and trails open to public travel, Contractor shall furnish, install and maintain all temporary traffic controls which provide the user with adequate warning of hazardous or potentially hazardous conditions associated with Contractor's operations. A specific traffic control plan for each individual project shall be agreed to by Contractor and the BLM prior to commencing operations. Devices shall be appropriate to current conditions and shall be covered or removed when not needed. Flaggers and devices shall be as specified in the "Manual on Uniform Traffic Control Devices for Streets and Highways" and as shown on Drawings, Project Area Map, Traffic control plan or in specifications attached hereto.

C.5.11 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 Project Area, they shall be operated in a sanitary manner. Contractor shall not service tractors, trucks, or other equipment on BLM lands where servicing is likely to result in pollution to soil or water. Contractor shall remove from BLM 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 BLM.

C.5.11.1 Prevention of Oil Spills If Contractor maintains storage facilities for oil or oil products on Project Area, Contractor shall take appropriate preventive measures to insure that any spill of such oil or oil products does not enter any stream or other waters of the United States or any of the individual States. If the total oil or oil products storage exceeds 1,320 gallons or if any single container exceeds a capacity of 660 gallons, Contractor shall prepare a Spill Prevention Control and Countermeasures Plan. Such plan shall meet applicable EPA requirements (40 CFR 112) including certification by a registered professional engineer

C.5.11.2 Hazardous Substances 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 the Project Area that are caused by Contractor's operations or employees, directly or indirectly, in accordance with 40 CFR 302.

C.5.12 Equipment Cleaning Contractor shall insure that all off-road equipment moved on to BLM administered land under this contract is free of soil, seeds, vegetative matter or other debris that could contain or hold seeds. For purposes of this provision, equipment shall be considered free of soil, seeds, and other such debris when a visual inspection does not disclose such material. Disassembly of equipment components or specialized inspection tools will not be required. A current list of noxious weeds of concern to the BLM is available at the Dillon Field Office for this contract. Equipment will also be cleaned prior to moving between units on this contract known to be infested with noxious weeds, and other units, if any, which are free of such weeds. Project Area Map shows such areas known by the BLM prior to advertisement. Contractor shall employ whatever cleaning methods are necessary to ensure compliance with the terms of this clause, and shall notify Contracting Officer at least 10 working days prior to moving each piece of equipment on to BLM administered land, unless otherwise agreed. Notification will include identifying the location of the equipment's most recent operations. If the prior location of the equipment cannot be identified, Contracting Officer may assume that it was infested with noxious weed seeds. Upon request of Contracting Officer, arrangements will be made for Contracting Officer to inspect each piece of equipment prior to it being placed in service. Contractor shall certify in writing, compliance with the terms of this clause prior to each start-up of contract operations. Measures taken to ensure compliance for equipment present at start-up, and planned for equipment to be moved in later, will be identified. For the purposes of this clause, "off-road equipment" includes all construction and logging machinery except for log trucks, chip vans, pickup trucks, and cars or other highway vehicles used for daily transport of personnel. If Contractor desires to clean equipment on Public Lands, such as at the end of a project prior to moving to a new project, Contractor and Contracting Officer shall agree on methods of cleaning, locations for the cleaning, and control of off-site impacts, if any. New infestations of noxious weeds of concern to the BLM, identified by either Contractor or the BLM, on BLM land in the Project Area or on the route to the Project Area shall be promptly reported to the other party. Both parties shall agree on treatment methods to reduce or stop the spread of noxious weeds when new infestations are found.

C.5.13 Felling and Bucking Felling shall be done to minimize breakage of Included Timber and damage to residual timber. Unless agreed otherwise, felling shall be done by saws or shears. Bucking shall be done to permit removal of all minimum pieces set forth in Table C.2. Contractor may buck out cull material when necessary to produce pieces meeting Utilization Standards. Such bucked out material shall contain a minimum amount of sound wood, not in excess of the net scale in percentage of gross scale, or based on the merchantability factor, whichever is stated in Table C.2. If necessary to assess extent of defect, Contractor shall make sample saw cuts or wedges.

C.5.13.1 Stump Heights Stumps shall not exceed, on the side adjacent to the highest ground, a maximum height of **12"** for sawlog material and **6"** for POL material and **4"** in the fireline, fuel break construction.

C.5.13.2 Landings and Skid Trails Locations of all landings, tractor roads, and skid trails shall be agreed upon and approved by the BLM prior to their construction. The cleared or excavated size of landings shall not exceed that needed for safe and efficient skidding and loading operations.

C.5.14 Streamcourse Protection "Streamcourses" that are subject to provisions of this section are shown on the Project Area map. Unless otherwise agreed, the following measures shall be observed to protect streamcourses:

- Contractor's operations shall be conducted to prevent debris from entering streamcourses. In the 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 must remove debris within 48 hours;

- Culverts and bridges shall be required on temporary roads at all points where it is necessary to cross streamcourses. Trees or products may not be hauled or yarded across streamcourses unless fully suspended;
- Wheeled or track-laying equipment shall not be operated in streamcourses, unless designated by the BLM.
- The contractor shall follow the State of Montana Streamside Management Zone Laws.

C.5.15 Erosion Prevention and Control The Contractor shall: (a) avoid operating equipment when soil conditions are such that excessive damage will result; (b) construct erosion control structures as needed to control erosion; (c) repair promptly any existing erosion control structures damaged by the Contractor's operations; (d) complete seasonal erosion control work prior to the Contractor suspending operations; and (e) perform other soil erosion control work that may be required under this contract.

C.5.15.1 Meadows Vehicular or skidding equipment shall not be used on meadows, except where roads, landings, and tractor roads are approved by Contracting Officer of designee. No equipment operation is allowed in the meadow directly adjacent to the southeast portion of the Douglas-fir Savannah Restoration unit. Trees felled into meadows shall be removed by end lining and resulting slash shall be removed.

C.5.15.2 Wetlands Vehicular or skidding equipment shall not be used in wetlands as defined in Executive Order 11990.

C.5.16 Slash Disposal Specific slash disposal measures are described below:

Landing Cleanup A landing is considered a place where any logs or products are gathered for loading. Logs not meeting utilization standards accumulated at landings shall be decked as agreed to in writing by the BLM. All slash accumulated at landings shall be piled, unless it is agreed in writing that slash can be thrown back into an area that is planned to be broadcast burned. Piles shall be reasonably compact and free of soil to facilitate burning. Piles will not be less than **10'** in height. Piles shall be of a size and location which will not impair road use or result in damage to residual timber. Piles shall be located at least **20'** from residual timber. Piles shall not be more than **40'** long. All objects which extend more than **4'** in any direction from the windrow or pile profile will be cut off and returned to the windrow or pile.

Slashing Any material which falls outside of the unit shall be returned to a minimum of **10'** inside of the boundary. All roads within these units shall be kept free of slashed material. Slashed vegetation shall be felled along the contour as much as possible for water runoff soil movement protection. Unless as provided in Item/Forest Health Improvement and Biomass Utilization 0004, all slash less than **6"** in diameter at the large end will lie within **2'** of the ground. Slash **6"** and larger in diameter at the large end shall be made to lie flat on the ground.

Lopping Unless otherwise agreed to by the BLM as noted in Item/Forest Health Improvement and Biomass Utilization 0004, Contractor shall cut all exposed limbs from Included Timber. Such limbing shall be done to a top diameter of approximately **6"** for sawtimber and **4"** for POL diameter inside bark, at which point the top will be cut from the remainder of the stem. Limbs shall be severed from the remaining top and all limbs cut from the top and boles will not extend over **18"** in height above the ground.

Fell Damaged Residual Trees Contractor shall fell all species over **6'** in height not meeting minimum diameter specifications for Included Timber that are damaged beyond recovery by the Contractor's operations. Such trees shall be limbed to a stem diameter of approximately **4"**, at which point the top shall be cut from the remainder of the stem. These stems shall be bucked into lengths shorter than **10'**.

Bucking Contractor shall buck all pieces not meeting utilization standards and over **4"** in diameter into lengths not to exceed **10'** in length.

C.5.16.1 Chipping N/A

C.5.17 Measuring The estimated quantity of timber listed in this contract has been determined by standard procedures described in FSH 2409.12, Timber Cruising Handbook. The Douglas-fir savannah unit was cruised using a 20 % cut tree sample. The estimate is a lump sum estimate only **with no guarantee of total volume**. The contractor is strongly encouraged to verify the lump sum estimate to his satisfaction prior to entering into a contract agreement.

C.5.17.1 Product Identification N/A

C.5.17.2 Hauling The BLM and contractor shall agree upon the haul route prior to use.

C.6 FIRE PRECAUTIONS AND CONTROL

C.6.1 Plans Prior to initiating Contractor's operations, Contractor shall file with the BLM a Fire Prevention and Control Plan providing for the prevention and control of fires on Project Area and other areas of Contractor's operations. Such plan shall include a detailed list of personnel and equipment at Contractor's disposal for implementing the plan.

C.6.2 Fire Precautions Fire Precautionary Period will be April 1- November 15, unless otherwise agreed upon.

1. Smoking and Lunch Fires. Smoking is prohibited except inside a building, developed recreation site, vehicle, or while seated in an area of at least 3' in diameter that is barren or cleared of all flammable materials. 36 CFR 261.52(d). The building of camp, lunch, warming and other fires within the project area and vicinity is prohibited, except at established camps or at other safe places where all flammable material has been cleared away sufficiently to prevent the start and spread of wildfires. The BLM may, upon written request of contractor, designate specific places where campfires may be built for purposes of heating lunches.

2. Spark Arresters and Mufflers. Operating or using any internal combustion engine, on any timber, brush, or grass covered land, including trails and roads traversing such land, without a spark arrester, maintained in effective working order, meeting either (I) Department of Agriculture, the BLM standard 510", "SPARK ARRESTERS FOR INTERNAL COMBUSTION ENGIN'S," (current edition); or (II) the Society of Automotive Engineers (SAE) recommended Practices J33", "MULTIPOSITION SMALL ENGINE EXHAUST SYSTEM FIRE IGNITION SUPPRESSI'N," (current revision) and J350, 36 CFR 261.52(j), is prohibited. Passenger carrying vehicles, pickups, medium and large highway trucks (80,000 GVW) will be equipped with a factory designed muffler system which is specified for the make and model of the respective vehicle/truck or with a muffler system that is equivalent or that exceeds factory specifications. Exhaust systems shall be properly installed and continually maintained in serviceable condition.

3. Fire Extinguishers and Tools on Equipment. While in use, each internal combustion engine including tractors, trucks, yarders, loaders, welders, generators, stationary engines, or comparable powered equipment shall be provided with at least the following:

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

Extinguishers, shovels, axes, and pulaskis shall be mounted so as to be readily available from the ground. All tools shall be maintained in a serviceable condition.

- (4) **4. Power Saws.** Each gasoline engine power saw shall be provided with one chemical-pressurized fire extinguisher of not less than 8-ounce capacity by weight, and one size O or larger, round-pointed shovel with an overall length of at least 48". The extinguisher and shovel shall be maintained in good working order. The extinguisher shall be with the power saw operator and immediately available for use at all times. The extinguisher shall not be affixed to the saw. The shovel shall be readily available to the operator of the saw at all times. Having the shovel with the gas can used to refuel the saw may be considered "readily available" if not more than 200' from the saw. During periods of critical fire danger, the BLM may prescribe other precautionary measures. Any fueling or refueling of a power saw shall be done in an area which has first been cleared of material which will carry fire. The power saw shall be moved at least 10' from the place of fueling or refueling before starting. **Blasting and Welding.** The use of fuses in blasting shall not be permitted except near power lines where the danger of accidental detonation is present, and then only by special written permission of the BLM. Whenever the relative humidity falls below 50 percent, Contractor shall place a watchman at each point where blasting is done who shall remain on duty for at least one hour after blasting is finished, and who shall be equipped with a shovel and a water-filled backpack can equipped

with hand pump. During periods when the relative humidity falls below 20 percent, blasting shall be discontinued unless authorized, with special provisions, in writing by the BLM. Blasting shall not be permitted in any area not cleared to mineral soil without advance written approval of the BLM and with such special precautions as may be required.

Prima Cord shall not be used in clearing operations, and in other areas where timber has been felled and slash not burned. Unless otherwise directed in writing by the BLM, all flammable material shall be cleared for 10' around any piece of equipment being welded. In addition, Contractor shall provide a fire extinguisher of a size and type designed to extinguish a fire in the flammable materials surrounding the spot being welded. In order to determine the relative humidity, Contractor shall either (a) provide and maintain weather instruments, that will measure relative humidity, in the area where blasting will occur; or (b) provide communications to obtain weather data from the BLM. Explosives shall be stored at all times in a locked box marked "Explosives". Powder and blasting caps shall be stored in separate boxes.

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

7. Camp Fire Protection. The grounds around all trailers, buildings and other facilities constructed or placed on or near the work area shall be kept free of flammable material for a distance of at least 20' from the wall of such structure. Burning of such flammable material shall be as prescribed by the BLM in writing. Stovepipes of all wood burning stoves shall be equipped with suitable roof jacks and serviceable spark arresters. Stovepipes shall be no closer than 2' from any wood or other flammables unless adequately protected by metal or asbestos shield.

C.7 OTHER CONDITIONS

C.7.1 Use of Timber

Timber in the following form will be considered unprocessed: (a) trees or portions of trees or other roundwood not processed to standards and specifications suitable for end product use; (b) lumber, construction timbers or cants intended for remanufacturing not meeting standards defined in the Act (16 U.S.C. 620e); and (c) Aspen or other pulpwood bolts exceeding 100' in length. Unless the Contracting Officer and the Contractor otherwise agree in writing, unprocessed Included Timber shall be delivered to a domestic processing facility and shall not be mixed with logs intended for export. Prior to award, during the life of this contract, and for a period of 3 years from Termination Date, the Contractor shall furnish to the Contracting Officer, upon request, records showing the volume and geographic origin of unprocessed timber from private lands exported or sold for export by the Contractor or the Contractor's affiliates.

Prior to delivering unprocessed Included Timber to another party, the Contractor shall require each buyer, exchangee, or recipient to execute an acceptable agreement, which shall: (a) identify the Federal origin of the timber, (b) specify domestic processing for the timber involved, (c) require the execution of such agreements between the parties to any subsequent transactions involving said timber.

No later than 10 days following the execution of any such agreement between the Contractor and another party, the Contractor shall furnish to the Contracting Officer a copy of each such agreement. The Contractor shall retain, for 3 years from the Termination Date, the records of all sales, exchanges, or dispositions of all Included Timber.

C.8 PERFORMANCE AND SETTLEMENT

C.8.1 Settlement for Threatened Endangered, or Sensitive Species Termination In the event of termination of this contract, in whole or in part, by the Contracting Officer based upon the Contracting Officer's determination that continuation of all or part of this contract would adversely affect a species listed as threatened or endangered under the Endangered Species Act, 16 U.S.C. 1531, *et seq.*, or a sensitive species identified by the BLM. Contractor agrees that its sole and exclusive remedy shall be reimbursement for actual expenses resulting from performance of this contract. Contractor agrees to provide receipts or other documentation to Contracting Officer that clearly identify and verify actual expenditures.

C.9 RATES OF PAYMENT

C.9.1 Current Contract Rates Included timber that is designated for cutting shall be paid for or stewardship credits established prior to operations at the rates specified in this contract.

C.9.2 Rate Redetermination Contract unit prices (Rates) may be redetermined as set forth in this section. This only includes rates for contract items.

C.9.2.1 Rate Redetermination for Environmental Modification or Catastrophic Damage. In the event of a contract modification under the Changes Clause due to environmental modification or catastrophic damage, the Contracting Officer may require a new Treatment Plan and Contract unit prices. The new Treatment Plan and Rates must be agreed upon by the contractor and the BLM or the contract may be terminated in accordance with the contractual provisions.

C.9.3 Other Payment Rates If merchantable sawlog timber is found to be cut by mistake, timber damaged without negligence or unnecessarily damaged or willfully cut by the contractor, the contractor will be subject to liquidated damages. This will likely cause substantial silvicultural or other damage to public lands. It will be difficult, if not impossible, to determine the amount of such damage. Therefore, the contractor shall pay a rate of **\$50.00** per merchantable sawlog tree for negligent and or inadvertent cutting or willfully damaging of trees. If designated, contractor shall remove such damaged or cut timber.

C.9.4 Explanations In order to address all possible scenarios that could be involved in this Stewardship Contracting Action. The following explanation is provided:

In stewardship contracts, the contractor has the additional option of utilizing earned stewardship credits in lieu of an advance payment or a payment bond.

The scenarios described below are separated into three main categories, based on the specific stewardship contract situation. They are:

1. Stewardship Contracts where the Service Cost is greater than Product Value
2. Stewardship Contracts where the Product Value greater than the Service Cost
3. Stewardship Contracts where Product Value and Service Cost are equal

(1). Stewardship Contracts where the Service Cost is greater than Product Value

The end result of this stewardship contracting category is a payment by the BLM to the contractor that should total the difference of the Service Cost minus the Product Value. Stewardship contracting provisions allow for the harvesting of the forest product (the Product Value portion of the contract) prior to the performance of the service work. BLM regulations require that prior to the cutting and removal of forest products, a contractor who has not yet earned stewardship credits must either pay the BLM the value of this wood or provide some form of payment bond.

a. Contractor harvests products prior to performing service work

The contractor submits a cash payment(s) for the value of the forest products to the BLM prior to the cutting/removal of the forest product.

Once the contractor performs service work that exceeds the value of the product removed, the payments deposited earlier should be refunded back to the contractor via the Collection and Billing System (CBS).

The contractor has the option of utilizing a payment bond in lieu of a cash payment prior to the cutting or removal of any forest products. The contractor has the option of providing a cash payment bond.

Stewardship credits, once earned, could also be used to satisfy any remaining payment bond balance. Once cash payment bonds are no longer needed, they can be refunded to the contractor.

b. Contractor performs service work prior to harvesting products

The contractor will earn stewardship credits at the rate and value specified in the contract. The contractor is permitted to cut/remove forest products up to the value of the earned stewardship credits without any advance payment or form of security.

(2.) Stewardship Contracts where the Product Value is greater than Service Cost

The end result of this stewardship contracting category is a payment by the contractor to the BLM that should total the difference of the Product Value minus the Service Cost.

a. Contractor harvests products prior to performing service work

If the contractor continues to harvest products above the threshold and prior to performing the service work in the contract, payments similar to the discussion in 1.a above, must be provided by the contractor.

As the contractor performs service work and earns stewardship credits, the value of those credits earned can be used to offset any product value payments until all service work is completed. Once this service work is completed and accepted by the BLM, refunds of this overpayment (the amount over the threshold) can be processed.

The contractor has the option of utilizing a payment bond in lieu of a cash payment prior to the cutting or removal of any forest products.

Stewardship credits, once earned, could also be used to satisfy any remaining payment bond balance. Once cash payment bonds are no longer needed, they can be refunded to the contractor.

b. Contractor performs service work prior to harvesting products

The contractor will earn stewardship credits at the rate and value specified in the contract. The contractor is permitted to cut/remove forest products up to the value of the earned stewardship credits. No payments to the BLM will be necessary until the value of the forest products cut/removed exceeds the earned stewardship credits.)

3. Stewardship Contracts where there is equal Product Value and Service Cost

While the end result of this stewardship contracting category is no final payments by the contractor or the BLM, as the contract progresses there may be some Finance entries.

a. Contractor harvests products prior to performing service work

The discussion in Scenario (1).a is applicable here.

b. Contractor performs service work prior to harvesting products

The discussion in Scenario (1).b is applicable here.

C.10 PAYMENTS.

It is anticipated that funds will be exchanged in the performance of this contract, and the value of the timber will not completely offset the value of the work to be performed. If payment is to be made to the contract for work performed, it will be made in accordance with FAR 52.212-4 – Contract Terms and Conditions-Commercial Items.

The value of work and timber being removed will be documented in a statement of account.

C.10.1 STEWARDSHIP CREDITS

Stewardship Credits (SC) are credits that are earned and established when work listed in the schedule has been performed and accepted. SCs shall be earned at the rate as shown in the schedule. Earned SCs may be used to pay for included timber value. Unless otherwise indicated in the Schedules, credits will be earned based upon Actual Quantities accomplished and accepted.

Notwithstanding references to payments in "Payment" clauses or provisions of this contract, payment for Work Activities will be made with SCs under C.10.2, Establishment of Stewardship Credits or C.10.7, Cash Payment for Stewardship Activities.

C.10.2 ESTABLISHMENT OF STEWARDSHIP CREDITS

SCs will be established on a monthly basis. SCs will be established for the number of units of each activity that have been completed, accepted and invoiced. Acceptance may be for all, or a reasonable portion of, any specific activity. SCs will not be established for work that is in progress that has not been accepted by the BLM. No SCs will be established for work performed under Timber Removal.

C.10.3 EXCESS STEWARDSHIP CREDITS

In the event there are unused established SCs when all of the included timber has been cut and removed, the BLM, at its option, shall either add more timber or make cash payment for the unused SCs.

C.10.4 EXCESS TIMBER VALUE

In the event the value of the included timber exceeds the total value of all of the mandatory activities plus any optional activities, if identified in the schedule for which the Contractor has completed services, the Contractor shall make cash payment for the excess timber value. Payments will begin in the first month that excess receipts have been accumulated and continue monthly based on harvested volume and value.

C.10.5 ADVANCE DEPOSITS

Contractor agrees to establish SCs, provide a payment bond above the minimum amount specified in the Addendum to the Contract Clauses, paragraph FAR 52.228-16, Performance and Payment Bonds-Other Than Construction, or make cash deposits to the Timber Removal Account in advance of cutting to meet charges specified in the special project specification for timber harvest.

BLM billings for advance cash deposits shall be in such amount that, together with SCs and performance bond will maintain an unobligated balance that covers the applicable charges for cutting and designated material expected to be cut within the next 90 days.

The Contractor shall make cash deposits to meet Contractor's obligations within 15 calendar days of billing by the BLM. Deposits shall be made to the BLM, by mail or delivery to Collections Officer at address to be furnished by the BLM. An explanation of billings will be issued at the time of each request for such deposits.

If at any time the value of established, unused SCs plus the amount of the performance bond and advance cash deposits is not sufficient to cover the charges for timber estimated quantity to be cut in 10 days of cutting designated material, the cutting of timber will be suspended until such time as more SCs are established or cash is deposited in the Timber Removal Account

C.10.6 REFUND OF EXCESS CASH

If at any time the credit balance of Timber Removal Account exceeds the charges for timber and or designated material that the BLM estimates will be cut within the next 90 calendar days, any portion of such excess that is due to 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 for a shutdown, deposits shall be made to meet the requirements of C.10.5 - Advance Deposits before additional timber may be cut.

C.10.7 CASH PAYMENT FOR STEWARDSHIP ACTIVITIES

In lieu of providing timber for established SCs, the BLM may elect to pay the Contractor cash or credit to the Timber Removal Account on the contractor's statement of account. Or, upon completion of all work, if SCs remain, payment may be made in accordance with the Payments clause.

C.10.8 CONTRACTOR CERTIFICATION

Monthly, as SCs are established (Ref. C.10.2– Stewardship Credits), the Contractor shall furnish the attached certification (Contractor Certification - Earned Stewardship Credits) (C.10.9) or credit will not be received.

C.10.9 INVOICING.

The Contractor is responsible to provide a signed and properly executed invoice to the Government for each portion of work for which credit/payment will be given. Reference 5.1 Stewardship Credits and the Prompt Payment Act. In addition to the Contract Number, Contractor Name, Address, Invoice Number and Date, each invoice shall clearly identify, for each portion of work being invoiced, the following:

1. **The SPECIFIC WORK BEING INVOICED** and
2. **CERTIFICATION in accordance with 5.8.**

Each invoice shall include a signed copy of the attached **CONTRACTOR CERTIFICATION, EARNED STEWARDSHIP CREDITS**, or the certification statements added to the Contractor invoice and signed. Upon approval by the Contracting Officer, Credit or Payment will be processed.

**CONTRACTOR CERTIFICATION
EARNED STEWARDSHIP CREDITS**

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) Payments to subcontractors and suppliers have been made, and timely payments will be made for the work activities covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;
- (3) This request for progress payments/credits does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
- (4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

SECTION E - QUALITY CONTROL INSPECTION PLAN

E1. Fireline/Fuel Break Construction.

(A) **Fireline/Fuelbreak 0001A:** Inspections will be made on a series of 1/200th acre (8.32' radius) plots located at predetermined intervals across each work unit. Sufficient plots will be taken to obtain at least twenty percent sample of the work for Item 0001A.

Each inspection plot will be subdivided into four (4) quadrants based on cardinal directions. Each quadrant will be evaluated for compliance with the intent of the contract specifications as stated in Section C that pertains to this individual treatment. If two (2) or more quadrants fail to comply, the plot will fail.

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

Example:	Number of plots inspected	25
	Number of satisfactory plots	24
	24 divided by 25	96
	Work Quality Percentage	96%

(B) **Sagebrush/Grass Restoration work performed under Item 0003 and Aspen Restoration work performed under Item 0004:** These items will have the same Quality Assurance procedures as item 1 (a) above. Sufficient plots will be taken to obtain at least ten percent sample of these treatments.

PERFORMANCE REQUIREMENTS SUMMARY		
<u>REQUIREMENT</u>	<u>QUALITY STANDARDS</u>	<u>ACCEPTABLE QUALITY LEVEL (WORK QUALITY PERCENTAGE)</u>
Fireline/Fuel Break	Inspections will be made on a series of 1/200th acre (8.32' radius) plots located at predetermined intervals across each work unit. Sufficient plots will be taken to obtain at least twenty percent sample of the work unit.	95% of the fuel break work is in compliance with the contractor's technical proposal.
Forest Health Improvement (Cutting strips in Douglas-fir encroachment)	Inspections will be made on a series of 1/200th acre (8.32' radius) plots located at predetermined intervals across each work unit. Sufficient plots will be taken to obtain at least one percent sample of the work unit. Biomass utilization (if the Contractor decides to utilize this product) will be monitored to assure proper usage of the product.	90% of the cutting and slashing is in compliance with the contractor's technical proposal. Biomass utilization is subject to 100% compliance with the contractor's technical proposal.
Aspen Restoration Treatments	Inspections will be made on a series of 1/200th acre (8.32' radius) plots located at predetermined intervals across each work unit. Sufficient plots will be taken to obtain at least one percent sample of the work unit.	95% of the Aspen Restoration Treatments is in compliance with the contractor's technical proposal.

Road Work	Surface grading and ditching as necessary; Road #1882 kept free of debris. The reinforcing of one stream crossing. (CHECK WITH OSWALD ON EVERSON STREAM CROSSING)	100% of the Road Work is in compliance with the contractor's technical proposal.
Product Removal	All merchantable sawlog trees in the project area marked for cutting with yellow paint must be felled and removed from site.	99% of trees felled and removed in accordance with Contractor's Treatment Plan and Schedule
Slash	Slash must be either piled at landing or left in unit	95% of slash treated in accordance with Contractor's Treatment Plan and Schedule
Temporary Road Construction and Closing	Constructed with drainage crossings and new road cross sections to a maximum width of 12 feet, according to c.6.3. Slash treated to specifications in C.7.16. Closed to specifications in C.6.3.1.	100% of temporary roads constructed and closed to specifications in C.6.3 and C.6.3.1, in accordance with Contractor's Treatment Plan and Schedule

Means of Measurement:

- Contractor records and reports.
- Contractor's quality control plan
- Random inspections

Incentives / Disincentives

- Contractor rework the area at no additional cost to the Government
- Contractor pays for Government's subsequent inspection of rejected work
- Positive or negative Past Performance rating at the end of the contract

E.2. CONTRACTOR QUALITY CONTROL INSPECTION SYSTEM

The Contractor shall propose and adopt a quality control inspection system to ensure that the work is progressing in compliance with specifications.

E.3 Inspections. The Contracting Officer will conduct government inspections. The Contractor (or designated representative) is encouraged to be present to observe inspections. Summary results will be made available on request. Government inspections will consist of:

a. Compliance Inspections. Visual compliance inspections will be made on a periodic basis. Such inspections are not final and do not constitute acceptance by the Government.

b. Final Inspections. Final inspections for payment will be made on completed project units unless otherwise agreed upon in writing. Contractor shall request a final inspection. Inspection requests shall be in writing and pursuant to FAR 52.246-4, shall include results of Contractor's quality inspections. Inspections will be completed within ten (10) calendar days after the notice is received for each item. If a formal request for an item inspection is within the ten (10) working days since the previous request, the time will not start until the time for the previous inspection expires.

E.4 Government Inspections

Contractor's compliance with service work and product removal specifications will be evaluated by a visual inspection. Payment will not be made until deficiencies in cutting trees required to be cut or in removing timber included in Table 1 are corrected.

Contractor's compliance with the road maintenance specifications will be evaluated by a visual inspection. Payment will not be made until deficiencies are corrected.

E.5 Disputed Inspection.

When formal inspection by the Government is accomplished through visual inspection, the Contractor may request re-inspection without rework if the results are unacceptable. Re-inspection must be requested in writing within 48 hours after receiving written notice of the inspection results. Re-inspection will be accomplished within ten days after receipt of the contractor's written request. The same inspection procedures will be used. The inspection pattern will be shifted so that new samples will not overlap previously inspected samples.

If re-inspection results are still unacceptable without re-work, the Contractor shall pay the actual costs incurred by the Government for the re-inspection. Actual costs will be determined by the use of detailed logs indicating time spent, transportation utilized, etc.

E.6 Re-inspection after Rework.

The Government will charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary.

E.7 Documentation: Listed below are documents associated with this Stewardship project. These items can be reviewed at the BLM Dillon Field Office:

BLM Dillon Field Office
1005 Selway Drive
Dillon, MT 59725

Phone:

Hours: 7:45 a.m. to 4:30 p.m. (MST) Monday through Friday

- A. The Upper Horse Prairie Dragging Y Environmental Assessment (EA), Supplemental EA and decision notice.
- B. BLM Handbook 9214 – Prescribed Fire Management

SECTION I – CLAUSES

Continuation of Standard Form 1449, Solicitation/Contract/Order for Commercial Items:

Block 27: The full text of a clause or provision may be accessed electronically at www.arnet.gov/far/

Mail proposals to:

CONTRACT CLAUSES

52.212-4 Contract Terms and Conditions-Commercial Items (SEP 2005)

FAR 52.204-07 Central Contractor Registration (JULY 2006)

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

“Registered in the CCR database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

FAR 52.212-05 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items (NOV 2006)

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

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

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

__ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

__ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

__ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (4) [Reserved]

~~XX~~ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

__ (ii) Alternate I (Oct 1995) of 52.219-6.

__ (iii) Alternate II (Mar 2004) of 52.219-6.

__ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

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

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

__ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

__ (8)(i) 52.219-9, Small Business Subcontracting Plan (Sept 2006) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Oct 2001) of 52.219-9.

__ (iii) Alternate II (Oct 2001) of 52.219-9.

__ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

__ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

__ (ii) Alternate I (June 2003) of 52.219-23.

__ (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

~~XX~~ (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

__ (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).

~~XX~~ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

~~XX~~ (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

__ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

~~XX~~ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

__ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

~~XX~~ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

__ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

__ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

- __ (23) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).
- (24)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- __ (ii) Alternate I (Jan 2004) of 52.225-3.
- __ (iii) Alternate II (Jan 2004) of 52.225-3.
- __ (25) 52.225-5, Trade Agreements (Nov 2006) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- __ (26) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- __ (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).
- __ (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).
- __ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- __ (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- XX (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- __ (32) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- __ (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- __ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- __ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- __ (ii) Alternate I (Apr 2003) of 52.247-64.

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

- XX (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, *et seq.*).
- XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

Requisitioner: List the classifications of federal employees that would be hired to do this work

Contracting Officer: Go to the website at

<http://www.dol.gov/esa/regs/compliance/whd/web/index.htm>

to find the job titles, codes, and government grade equivalents

- __ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- __ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

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

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

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

ADDENDUM:

FAR 52.217-2 Cancellation under Multi-Year Contracts (OCT 1997)

FAR 52.217-7 Option for Increased Quantity-Separately Priced Line Item (MAR 1989)

FAR 52.228-16 Performance and Payment Bonds -- Other Than Construction (NOV 2006)

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

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

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to **(NOT APPLICABLE TO THE TASK ORDER LINE ITEM 0001 FOR SERVICES**

UNDER THIS SOLICITATION OR RESULTING CONTRACT) percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to the **TOTAL AMOUNT PROPOSED FOR LINE ITEM 0002, PRODUCT REMOVAL, IN IT'S ENTIRETY, AS REQUIRED UNDER THE TERMS AND CONDITIONS CITED ABOVE.**

OR

(b) The Contractor shall furnish a payment bond (Standard Form 1416) in an amount equal to the value proposed for Line Item , Product Removal, not covered by cash payment and/or earned stewardship credits.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within 10 days, but in any event, before starting work.

(d) The Government may require additional performance and payment bond protection if the contract price is increased. The Government may secure additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

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

U.S. Department of Treasury
Financial Management Service
Surety Bond Branch
3700 East West Highway, Room 6F01
Hyattsville, MD 20782

Or via the internet at <http://www.fms.treas.gov/c570/>

SOLICITATION PROVISIONS

FAR 52.212-1 Instructions to Offerors-Commercial Items - (SEP 2006)

FAR 52.212-2 Evaluation – Commercial Items (JAN 1999)

(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:

TECHNICAL (Can Use Attachment 1 as a format for submission of your Technical Proposal):

Technical sub factors are approximately equal in importance.

EXPERIENCE: Quoter shall address the corporate past experience in performing work of a similar nature to that set forth in this solicitation

EQUIPMENT: Quoter shall list all equipment/vehicles to be used on the project.

TREATMENT PLAN AND SCHEDULE: Quoter shall address in detail the methodology to be used to perform the required services (Line Items 0001A, 0002A, 0002B, and 0003A) and Forest Health Improvement and Biomass Utilization (Line Item 0004) considering the requirements of this solicitation and the documentation available for review. (See C.1.2.1 for minimum requirements)

QUALITY CONTROL PLAN: Quoter shall address in detail the proposed quality control plan outline and methods of complying with that plan.

UTILIZATION OF SMALL AND LOCAL BUSINESS CONCERNS AND HIRING OF LOCAL EMPLOYEES (impact on the local economy): Quoter shall address

- (a) The plan for providing employment opportunities to people in the local rural communities and plan for providing training opportunities to those people in local rural communities.
- (b) Use and involvement of local American Indian tribes, personnel, and business.
- (b) Significant use of local business for product processing.
- (c) Use of local small business.
- (d) Knowledge of and ability to integrate into the local culture and insure that the project is embraced locally.

PAST PERFORMANCE (Use Attachment 2 for submission of your past performance)

Three completed past performance questionnaires evaluating services performed within the past three years are required for each offeror. If less than three questionnaires are received by the Government for any offeror, the offeror will receive a neutral past performance rating. Responses to questionnaires obtained by the Government from sources other than those provided by the offeror may be included in the evaluation and counted toward the minimum required number of responses. Utilizing the Past Performance Questionnaires submitted by the offerors references and sources other than those identified by the offeror, a past performance evaluation will be conducted to ascertain the degree of experience in projects comparable to the RFQ as viewed in terms of the number, complexity, and size of the projects.

PRICE: Reasonableness will be established by the existence of adequate price competition and by comparing all, or a representative sampling of the proposed prices to industry average rates and/or rates from other contracts for similar or like services

Technical and past performance, when combined, are approximately equal to price.

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

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

FAR 52.217-5 **Evaluation of Options (JUL 1990)**

FAR 52.212-03 **Offeror Representations and Certifications—Commercial Items (NOV 2006)**

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the

annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision.

(a) *Definitions.* As used in this provision—

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

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

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

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

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

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

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

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

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) *Common parent*.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that it is, is not a small business concern.

(2) *Veteran-owned small business concern*. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern*. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is, [] is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it [] is, [] is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51–100	<input type="checkbox"/> \$1,000,001–\$2 million
<input type="checkbox"/> 101–250	<input type="checkbox"/> \$2,000,001–\$3.5 million
<input type="checkbox"/> 251–500	<input type="checkbox"/> \$3,500,001–\$5 million
<input type="checkbox"/> 501–750	<input type="checkbox"/> \$5,000,001–\$10 million
<input type="checkbox"/> 751–1,000	<input type="checkbox"/> \$10,000,001–\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns*, or FAR 52.219-25, *Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting*, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged

ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has, has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.*]

(10) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end

products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

<u>Line Item No.</u>	<u>List Countries of Origin</u>
_____	_____
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian end product,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

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

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

<u>Line Item No.</u>	<u>List Countries of Origin</u>
_____	_____
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

<u>Line Item No.</u>	<u>List Countries of Origin</u>
_____	_____
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

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

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

Canadian End Products:

<u>Line Item No.</u>	<u>List Countries of Origin</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

Canadian or Israeli End Products:

<u>Line Item No.</u>	<u>List Countries of Origin</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

<u>Line Item No.</u>	<u>List Countries of Origin</u>
_____	_____
_____	_____

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

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

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

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

(1) *Listed end products.*

<u>Line Item No.</u>	<u>List Countries of Origin</u>
_____	_____
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or

manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (b) through (j) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

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

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

SECTION J - LIST OF ATTACHMENTS

Attachment 1 - Technical Proposal Format	1 page(s)
Attachment 2 - Past Performance Questionnaire	5 page(s)
Map(s)	__ page(s)
Drawings	__page(s)
Service Wage Determination No. 1976-1342 Revision No. 35	3 pages

TECHNICAL PROPOSAL:

FIRM NAME: _____

CONTACT PERSON AND PHONE NUMBER: _____

1. Experience:

a. Personnel

- Contract Manager for the Contractor. Name and phone number with a brief (no more than one page) resume attached:
Name: _____ **Phone Number:** _____
- On site job superintendent for the Contractor. Name and phone number with a brief (no more than one page) resume attached:
Name: _____ **Phone Number:** _____
- Number of full time employees to be used for this project: _____
- Number of part time employees to be used for this project: _____

2. Equipment:

- a.** Attach a list of hand tools to be used on the job that are owned by the Contractor:
- b.** Attach a list of hand tools to be used on the job that will be either rented or purchased by the Contractor:
- c.** Attach a list of vehicles including make and model that will be used on the job.
- d.** Attach a list of mechanical equipment to be used on the job, if any.

3. Treatment Plan and Schedule:

- a.** Product Removal
- b.** Road Maintenance
- c.** Safety Plan
- d.** Fire Prevention Plan
- e.** Slash Plan
- f.** Schedule for completion of objectives

4. Quality Control Plan: Quoter shall address in detail the proposed quality control plan outline and methods of complying with that plan.

5. Utilization of Small and Local Business Concerns and Hiring of Local Employees and Product Processing (impact on the local economy):

a. Attach a brief explanation of the plans for providing employment opportunities to the people in the local rural communities and plan for providing training opportunities to those people in rural communities.

b. Attach a brief explanation of the plans for Use and involvement of local American Indian tribes, personnel, and business.

c. Attach a brief explanation of the plans for use of local business for product processing. Also include the name and address of the firm who will be processing the product

PAST PERFORMANCE QUESTIONNAIRE

NOTICE TO QUOTERS

Contained herein is the draft letter that the Contracting Officer will use to solicit past performance comments from those firms that the quoter has identified in response to the solicitation requirements as well as the complete questionnaire that will be used.

As stated in FAR Clause 52.212-2 Evaluation – Commercial Items, Past Performance of the solicitation, the Contracting Officer, in the interest of expediency, will start collecting past performance data before proposal receipt. Quoters are requested to submit their past performance information in advance of the proposal due date. The List of Attachments at the end of the RFQ includes a past performance questionnaire for quoters to send their previous customers with instructions to return the completed questionnaire to the Government. Failure of the offeror to submit its past performance information early or of the customers to submit the completed questionnaires shall not be a cause for rejection of the proposal nor shall it be reflected in the Government's evaluation of the quoter's past performance.

Quoters are encouraged to submit the attached cover letter and questionnaire to their references and request the return of the questionnaire to the Contracting Officer as soon as possible prior to the established closing date of the solicitation. **Quoters will have to complete the heading and paragraphs 1 through 4 of the questionnaire for each reference.**

PAST PERFORMANCE QUESTIONNAIRE

MEMORANDUM FOR PROJECT OWNERS/REFERENCES

FROM: Department of Interior
Bureau of Land Management
Montana State Office
5001 Southgate Drive
Billings, MT 59101-4669

SUBJECT: Request for Performance Information

You have been identified as a point of contact for a past and/or present performance evaluation of the firm listed on the attached questionnaire. We are currently evaluating this company for award of a contract for the . We request you complete the attached questionnaire providing detailed information on the performance history of the firm identified.

It is essential that this office receive your official response not later than . You may fax your response to (Attn: , Contracting Officer), or e-mail to @blm.gov, or mail it to the address shown above.

We appreciate your assistance in this matter. Please direct any questions you might have to

Sincerely,

/s/

Contracting Officer

1. Contractor Name, Address & Phone Number:	2. Contract Number(s):
	3. Contract Value (Base plus Options):
	4. Period of Performance:

5. Type of Contract(s) Used: (Check all that apply)				
<input type="checkbox"/>]FP	<input type="checkbox"/>]T&M	<input type="checkbox"/>]Sealed Bid	<input type="checkbox"/>]Competitive	<input type="checkbox"/>]Supplies/Equipment
<input type="checkbox"/>]FPI	<input type="checkbox"/>]Labor Hour	<input type="checkbox"/>]Negotiated	<input type="checkbox"/>]Non-Competitive	<input type="checkbox"/>]Services
<input type="checkbox"/>]CR	<input type="checkbox"/>]8(a)	<input type="checkbox"/>]TO/DO	<input type="checkbox"/>]Requirements	<input type="checkbox"/>]Commercial Items Acquisition
		<input type="checkbox"/>]SB Set-Aside		

6. Description of Requirement:

7. Ratings: After commenting, score, in column to the right, using 1 for Unsatisfactory, 2 for Marginal, 3 for Satisfactory, 4 for Very Good and 5 for Exceptional. (See page 4 for explanation of rating scale.) (Circle)

Quality	Comments:	1-U
		2-M
		3-S
		4-VG
		5-E
Cost Control	Comments:	1-U
		2-M
		3-S
		4-VG
		5-E
Timeliness of Performance	Comments:	1-U
		2-M
		3-S
		4-VG
		5-E
Business Relations/Customer Satisfaction	Comments:	1-U
		2-M
		3-S
		4-VG
		5-E
Total Score (Sum of scores from each area)		
Mean Score (Sum of scores divided by total number of areas)		

8. Subcontractors, Teaming and Joint Venture Partners. List major subcontractors, teams and joint venture partners, by names, with a brief description of work and names of key personnel.

Subcontractor, Team or Joint Venture	Description of Work	Key Personnel

--	--	--

9. Would you select this firm again? Yes No

Comments:

10. Was the contractor committed to customer satisfaction?

Comments:

11. Respondent's Identification:

Name:
Position/Title:
Address & Phone Number:
Relationship and Time Involved with Program/Contract:
Date of Evaluation:

- Block 1: Name, address and phone number of the contract being evaluated. Identify the specific division being evaluated if there is more than one.
- Block 2: Contract number(s) used to evaluate performance.
- Block 3: Contract value, including option periods. The value in this block should reflect any increases or decreases affected during the life of the contract.
- Block 4: Dates in which the contractor being evaluated performed work for the evaluator.
- Block 5: Check all blocks that apply to contracts with the contractor being evaluated.
- Block 6: Brief description of the work performed by the contractor.
- Block 7: Indicate the contractor's rating in the far right column. In the comment areas, provide rationale for the rating. Indicate the contract requirements that were exceeded (when a value of 5 is given) and those that were not met (when a value of 1 or 2 is given) by the contractor. Also calculate the total and mean scores for the ratings.
- Block 8: Identify major subcontractors, team partners and joint ventures and include their work responsibilities. List key personnel employed during the contract that played a major role in the performance rating. Do not list key personnel not employed long enough to effect performance. In some cases, more than one individual may have served in a key position.
- Block 9: Explain why you would or would not select the contractor for this contract again.
- Block 10: State your opinion as to whether or not the contractor is committed to customer satisfaction.
- Block 11: Provide your vital information as requested.

RATING GUIDELINES

Use the following instructions as guidance in making evaluations.

	QUALITY	COST CONTROL	TIMELINESS OF PERFORMANCE	BUSINESS RELATIONS/CUSTOMER SATISFACTION
	<ul style="list-style-type: none"> -Compliance with contract requirements -Accuracy of reports -Appropriateness of personnel -Technical excellence 	<ul style="list-style-type: none"> -Within budget (over/under target costs) -Current, complete and accurate billings -Relationship of negotiated costs to actuals -Costs efficiencies -Change orders issued 	<ul style="list-style-type: none"> -Met interim milestones -Reliable -Responsive to technical direction -Completed on time, including wrap-up and contract administration -No liquidated damages assessed 	<ul style="list-style-type: none"> -Effective management -Business-like correspondence -Responsive to contract requirements -Prompt notification of problems -Reasonable/cooperative -Flexible, pro-active, effective -Recommended viable solutions -Effective small/small disadvantaged business subcontracting program
1-UNSATISFACTORY	<ul style="list-style-type: none"> -Most performance requirements are not met; recovery not likely 	<ul style="list-style-type: none"> -Significant cost overruns; not likely to recover cost control 	<ul style="list-style-type: none"> -Many late deliveries; negative cost impact/loss of capability for Government 	<ul style="list-style-type: none"> -Delinquent responses -Lack of cooperative spirit -Unsatisfied user; unable to improve relations -Significantly under subcontracting goals -Excessive, unnecessary change proposals to correct poor management -Significantly untimely definitization of change proposals
2-MARGINAL	<ul style="list-style-type: none"> -Some performance requirements are not met; performance reflects serious problem -Ineffective corrective actions 	<ul style="list-style-type: none"> -Did not meet cost/price estimates -Inadequate corrective action plans -No innovative techniques to bring overall expenditures within limits 	<ul style="list-style-type: none"> -Some late deliveries; no corrective actions 	<ul style="list-style-type: none"> -Unprofessional -Low responsiveness -Low user satisfaction; no attempt to improve relations -Unsuccessful in meeting subcontracting goals -Unnecessary change proposals -Untimely definitizations
3-SATISFACTORY	<ul style="list-style-type: none"> -Met all performance requirements -Minor problems with satisfactory corrective actions 	<ul style="list-style-type: none"> -Met overall cost/price estimates while meeting all contract requirements 	<ul style="list-style-type: none"> -On-time deliveries -Minor problems which did not effect delivery schedule 	<ul style="list-style-type: none"> -Professional and responsive -Met expectations -Adequate user satisfaction -Met subcontracting goals -No untimely change proposals
4-VERY GOOD	<ul style="list-style-type: none"> -Met all performance requirements and exceeded them by 5% or more 	<ul style="list-style-type: none"> -Reduction in overall cost/price while meeting all contract requirements 	<ul style="list-style-type: none"> -On-time delivery/some early deliveries to the Government's benefit 	<ul style="list-style-type: none"> -Professional and responsive -Exceeded expectations and user satisfaction -Exceeded subcontracting goals - Timely response to change proposals
5-EXCEPTIONAL	<ul style="list-style-type: none"> -Met all performance requirements and exceeded them by 20% or more 	<ul style="list-style-type: none"> -Significant reductions while meeting all contract requirements - Use of value engineering or other innovative management techniques which facilitated cost reductions 	<ul style="list-style-type: none"> -On-time deliveries with many early deliveries to the Government's benefit 	<ul style="list-style-type: none"> -Highly professional, responsive and proactive -Significantly exceeded expectations -High user satisfaction -Significantly exceeded subcontracting goals -Timely response to change proposals