

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 51	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER AG-82X9-S-11-0165		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 08/02/2011	
6. REQUISITION/PURCHASE NUMBER 535242		7. ISSUED BY CODE 82X9 ROCKY MOUNTAIN REGION USDA FOREST SERVICE ROCKY MOUNTAIN REGION 740 SIMMS ST GOLDEN CO 80401-4720		8. ADDRESS OFFER TO (If other than Item 7) U.S. Forest Service Attn: Malinda (Mindy) Jiminez 2150 Centre Drive, Building E Fort Collins, CO 80526			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in DEPO1 until 1600 MT local time 08/29/2011
(Hour) (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME MALINDA JIMINEZ	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS mrjiminez@fs.fed.us
	AREA CODE 970	NUMBER 295-6683	EXT.		

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NUMBER			15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.			

AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) MALINDA JIMINEZ		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Previous edition is unusable

STANDARD FORM 33 (Rev. 9-97)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
001	Rob Roy East Precommercial Thinning Project Delivery: 08/31/2012 Delivery Location Code: 8508 MEDICINE BOW NATIONAL FOREST 2468 JACKSON ST LARAMIE WY 82070 US FOB: Destination	70000	DO		
	Rob Roy East Precommercial Thinning Project Product/Service Code: F014 Product/Service Description: TREE THINNING SERVICES				

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SECTION B - Schedule of Items

Work Item	Sub Item/Description	Unit of measure	Quantity	Unit Price	Price
01 *	1. Rob Roy East FY11 Precommercial Tree Thinning Laramie District	Acre	298	\$ _____	\$ _____
TOTAL					\$ _____

* Includes all work items specified in Special Project Specifications.
 NSP - Not separately priced.

SECTION C - Statement of Work

C.1. INTRODUCTION

C.1.1. Background.

The Forest Service is in need of pre-commercial tree thinning and stand improvement (TSI) with slash treatment on several acres.

C.1.2. Scope of Contract

This solicitation is for tree thinning, fuels reduction, slash treatments and stand improvement activities on the Laramie District of the Medicine Bow-Routt National Forest and Thunder Basin National Grasslands. The Contractor shall furnish all labor, equipment, supervision, transportation, supplies (except those designated as Government furnished), and incidentals to perform all work necessary on the areas specified. All aspects of the work program shall be performed in an organized, systematic manner to ensure services will be performed over the entire unit.

C.1.2.1. This contract is a Performance Based, firm-fixed price contract.

C.1.2.2. The period of performance for this contract will be 120 days from start date for this item.

C.1.3 Location

The work area is accessed by County and Forest Roads on the Laramie District of the Medicine Bow-Routt National Forest and Thunder Basin National Grasslands. The location and size of units, access to the area, estimated number of trees per acre, spacing intervals and other information pertinent to each unit is contained on the maps or in the Special Project Specifications, or both. See vicinity maps, and Project Specifications in Section J.

C.1.3.1 Access. Refer to Government Furnished Services in Section C.3 and Contractor Requirements in Section C.4 for additional information on access to the treatment areas.

C.1.3.2 Background. In recent years the Forest Service has seen a dramatic increase in mountain pine beetle (MPB) activity and conifer tree mortality in northern Colorado and southern Wyoming. Entomologists analyzed aerial and ground survey data, with the results confirming that: 1) MPB's are at epidemic levels in northern Colorado and southern Wyoming; and 2) they are not likely to depart from their current course unless a period of prolonged and severe low temperatures (< 30F) occurs during late fall-winter-early spring months.

This MPB activity can result in dramatic changes on forest stands in a relatively short time. These changes include, but are not limited to, catastrophic events such as MPB infestation, wildfire, and areas of blowdown. These changes may necessitate stand silvicultural prescription changes or District unit/area closures due to potential safety issues including fire control or abatement and hazardous conditions created that affect the public, the contractor, the contractor employees, and government employees.

If such an event were to occur, the Contracting Officer may delay or interrupt Contractors operations and/or modify this contract. In-kind acres in another unit in the vicinity of the contract area may be substituted for the affected contract acres, equal to or less than the number of acres

effected, unless otherwise agreed upon by both parties. An adjustment in contract time may be necessary (see F.2.2.1).

C.2. DEFINITIONS

Access point. The point identified to access thinning areas.

Acceptable (Stocking) Density. The number of trees between the minimum and maximum specified.

Borrow Ditch. Maintained edge of the road surface used for drainage. Ditch area on sides of roads that divert water away from road surface.

Calendar Days. Every day shown on the calendar, Sundays and holidays included.

Closed Roads. Roads that have been decommissioned or are now over grown with vegetation. These roads may be impassable to vehicles due to rocks, vegetation, or other debris. These roads may include gated roads.

Contract Acres. The total number of acres in the awarded contract as identified in the contract and Section J. Pursuant to C.1.3.2 or C.4.8.2., unit locations and acre substitutions may occur with agreement of both parties. Payments may be reduced if contract acres are reduced. Conversely, refined acreage and payments will not exceed the maximum amount awarded for the line item.

Contracting Officer's Representative (COR). The on-site contract administrator for the Contracting Officer. The duties and responsibilities of the COR are defined in the letter of designation issued by the Contracting Officer.

Contractor Representative. The on-site representative for the Contractor, with authority to make on-site decisions pertaining to the contract items. Designation must be made in the Quality Control Plan.

Contract Time. See Period of Performance.

Crop Tree. Trees that will be a component of a future commercial harvest or managed into the future. In this contract, it is interpreted as the trees specified in the Special Project Specifications (Section J, Attachment 6) that are of preferred species, free of insect or disease infection, or if it's presence does not threaten the tree survival or growth, exhibits leader dominance and growth, exhibits little or no damage that affects tree survival or growth, and has crown ratio of greater than 40% (ratio of crown to overall length).

Damage. Defect or deformity of a tree, including forks, bent stems, or branches being on only one side, resulting from agents such as wind, snow, animals, insects, disease, and equipment, and evidenced by such things as dead or broken tops or trunks, crooks, and deep scars or damage to the bark on more than one quarter of the circumference of the tree.

Differing Tree Characteristics. Differences between Acceptable Leave trees and Cut trees.

Characteristics of Acceptable Leave Trees
a. Dominant - trees are taller than others of same age class and species.
b. Foliage - dark green color; uniform tree crown
c. Straight stem.
d. Single terminal leader.

Characteristics of Cut Trees
a. Suppressed-trees are shorter than others of same age class and species.
b. Foliage - red or reddish color; sparse, tree crown has holes in it
c. Bent, crooked or forked stem.
d. Two or more terminal leaders of approximately equal length

e. Free from physical damage.	e. Shows damage caused by, but not limited to rolling rocks, falling trees, frost cracks, mechanical damage, or animals.
f. Free from insect and/or disease damage.	f. Shows evidence of insect and/or disease damage.
g. Free of dwarf mistletoe.	g. Dwarf mistletoe present.
h. Spaced more than seven feet from other acceptable trees	h. Spaced less than seven feet from other acceptable trees

Diameter breast height (dbh). The diameter of the trunk measured at a point 4-1/2 feet above the ground level on the uphill side of the tree.

Dominant tree. Live tree whose crown extends above the general level of the main canopy; or in some cases, a tree whose canopy is above the main canopy of the tree's immediate neighbors, receiving full light from above.

Drainage structures. Man made physical devices installed during or after road construction that aids in draining excess water from the road surface. This includes, but is not limited to, culverts, ditch blocks, drain dips, drop inlets and water diverters.

Excess trees. Uncut trees that, according to specification, should have been cut. Trees not severed from the stump, hang-up trees, and stumps with live limbs. When girdling or pruning is required, excess trees also includes trees not girdled or trees not pruned that, according to specification, should have been girdled or pruned.

Existing Slash. Existing woody debris on the ground surface or suspended above the ground that have previously been severed from the stump. Do not include debris that is obviously imbedded in the ground or on the surface as a result of natural mortality, stumps or material in later stages of decomposition.

Girdle. A cut through the bark and cambium tissue, completely encircling the tree trunk for the purpose of killing the tree.

Healthy conifer. Trees that are growing well, exhibited by good leader growth, green foliage, and at least 40 percent crown ratio (ratio of crown to overall length), has upright growth form, absence of forking or broken tops, absence of mortality causing diseases or insects in the terminal buds.

Hang-up tree. Any cut tree suspended off the ground. Also referred to as hung-up tree.

Improvements. Man-made structures including fences, survey markers, bearing trees, gates, buildings, etc. Include improvements owned by the Government and improvements NOT owned by the Government.

Inspector. Individual selected to inspect progress and check quality of operations. Other responsibilities are defined in the letter of designation issued by the Contracting Officer's Representative (COR).

Leave Trees. Any tree that is selected or required to be left standing according to requirements in Section C.4.

Leave Trees per acre. The number of leave trees within one acre. Generally referred to average leave trees per acre calculated from one or more plot samples.

Number of trees per plot \times reciprocal of plot size = leave trees per acre
 and

Total trees on all plots \times reciprocal of plot size = leave trees per acre
 Total no. plots taken

Live limb. A limb of any size that has green needles attached.

Missing leave trees. Trees cut that should have been selected as a leave tree.

Minor damage. Trees with damage, with crooks in the trunk are offset less than three inches from the long axis and within 13 feet of the ground or bark damage to less than one-fourth the circumference of the tree. Trees with forks or broken tops are not considered to have minor damage.

Period of Performance (Contract Time). The number of calendar days allowed in the contract for completion of contract work.

Primary road. A road on the NFSR system that is used by the public, generally with no gates or restrictions. Commonly, an arterial road that has a NFSR numbering system without a letter designation. (i.e. NFSR 512, not NFSR 512K.)

Quality Assurance. The actions taken by the Government to assess the results to determine that they meet contract requirements. The methods for quality assurance are described in the Quality Assurance Surveillance Plan (QASP).

Quality Control. Those actions taken by a Contractor to control the production of outputs to ensure that they conform to the contract requirements. The methods for inspecting for quality control are described in the Contractor's Quality Control Plan (QCP).

Slash. Trunks of cut trees, and/or limbs created by the Contractor's operations.

Spacing. The horizontal distance from the trunk of one leave tree to the trunk of the next nearest leave tree. Average spacing is calculated from the leave trees per acre.

Stream course. The area along a stream with riparian vegetation and other riparian characteristics. Stream courses are noted on the project maps. They typically require special treatment, that may include alteration to the tree cutting, slash treatment, vehicle travel or fueling of saws. The Special Project Specifications will specify special treatments.

Special Protection Area. A zone that has special characteristics such as riparian vegetation, wildlife calving areas, etc. Special protection areas are noted on the project maps and they may require special treatment such as an alteration to the tree cutting, slash treatment, vehicle travel or fueling of saws. Refer to the Special Project Specifications for required practices.

Thinning slash. Debris created from work under this contract, including all cut trees and shrubs including the tops, trunks, and branches. (slash)

Unsatisfactory Tree. A tree that fails to meet contract standards. This includes but is not limited to:

- (1) Cutting the wrong tree,
- (2) Failing to cut a correct tree,
- (3) Failure to completely sever a live limb,
- (4) Failure to prune a tree or pruning that is not in contract,
- (5) Failure to girdle a tree that meets the specifications is also an unsatisfactory tree.

Unsatisfactory trees are considered a deficiency or discrepancy in contract inspection.

C. 3. GOVERNMENT FURNISHED PROPERTY

The property and services that will be provided by the Government are as follows:

<i>Item</i>	<i>Description</i>	<i>Where, When, How</i>
3.1 Project Location Maps	Maps of units with access points and roads identified.	Provided in Section J, Attachment 1
3.2 Summary Information Chart	Unit directions and Summary information	Provided in Section J, Attachment 2
3.3 Project Specifications	Summary specification table	Provided in Section J, Attachment 4
3.4 Access Roads	The Government will provide access to the access point indicated on project location maps. The Government will initially clear obstacles from the access roads. Access roads are accessible by four wheel drive vehicle.	See maps in Section J. Some units may require minor cutting to access units.
3.5 Access behind locked gates	The Government will provide a combination lock, or key to the lock already in place to the Contractor, with written approval only. See C.4.1.2	During period unit is being treated.
3.6 Thinning Inspection Plot Form	Form R2-2400-4 (2-99). The Government will provide Contractor 45 sheets and Contractor is responsible to duplicate additional copies as needed.	Sample provided in Section J, Attachment 5
3.6 Hand Tree Thinning and Stand Improvement Activities	Quality Assurance Surveillance Plan	Provided in Section J, Attachment 6

Keys for gates are provided at the pre-work meeting and are required to be returned within 15 days of completion of units behind specified gate and prior to final invoice payment. Each unreturned key shall result in a fine of \$300.00 deducted from the final invoice payment. A Report of Transfer or other Disposition or Construction of Property (AD-107) must be completed at the pre-work meeting.

C. 4. CONTRACTOR WORK REQUIREMENTS and STANDARDS

C.4.1. General.

C.4.1.1. Road Access. Refer to C.3.4 for Government responsibilities.

County and Forest Roads on the Laramie District of the Medicine Bow-Routt National Forests and Thunder Basin National Grasslands access work area. Descriptions of unit locations are in J.2 Special Project Specifications for TSI. See Vicinity maps in Section J. The Contractor may access the units from forest roads indicated on project maps. After initial clearing of the access roads by the Government, the Contractor shall clear any subsequent falling of trees that block roads needed to access units.

C.4.1.2. Locked gates. In cases where the unit is behind locked gates, the Contractor shall close and lock gates (see C.3.5) immediately after entering or exiting each gate and will be subject to all other restrictions of administrative use. Vehicular travel will not be permitted behind gated roads, unless authorized in writing by the COR. Contractor should submit the use of closed roads in their operating plan. Permission may be granted at the pre-work meeting. The Contractor shall be

permitted to drive from the locked gate to the unit with only the minimum number of vehicles necessary for efficient transport of the crew.

C.4.2. Tree Thinning.

Thinning reduces the density of a sapling stand and by purposeful selection of leave trees improves the stand composition and condition as prescribed for each individual unit.

C.4.2.1. Selection of leave trees

The Contractor shall use the Special Project Specifications (Section J), characteristics of desirable leave trees (refer to definitions C.2) and requirements in this section for selecting the leave trees. The prescription is based on the overall composition and condition of the stand and is intended to be a guideline for achieving the desired final condition. The Contractor shall use their silvicultural knowledge to identify and adjust to any conditions within the stand and notify the Contracting Officer of any conditions not addressed in the prescription. The Contractor shall recognize any insect, disease or animal damage problems and report them to the Contracting Officer if it not recognized in the prescription. The Government, at the suggestion of the Contractor, may revise prescriptions with approval by the Contracting Officer. Alternate prescriptions must meet the overall stand objectives to be considered by the Contracting Officer.

C.4.2.1.1. Leave Trees

- a. All Engelmann Spruce and Subalpine Fir 6.0 inches D.B.H. and over will be saved. All Aspen trees will be saved. Adjustments will not be made in spacing requirements for these trees. Exceptions to this priority list will be found in J.2 – Special Project specifications for TSI.
- b. Engelmann spruce, lodgepole, and subalpine fir trees under 6.0 inches D.B.H. will be considered in spacing requirements and for selection of acceptable leave trees. The desirable tree species, the order of their priority to be left as acceptable leave trees and exceptions to this priority list will be found in J.2, Special Project specifications for TSI.
- c. All live Lodgepole Pine overstory trees greater than six inches D.B.H. are to be cut, unless authorized to be left uncut by the COR on a unit by unit basis. Snags will not be cut.
- d. Trees less than 24 inches in height need not be cut to achieve the spacing requirements and are not to be used as leave trees for the spacing requirements.

C.4.2.1.2. Spacing Method for Leave Tree Selection. The Contractor shall select the most desirable leave trees based on the Special Project Specifications and desirable leave tree characteristics within the acceptable stocking density. Alter the spacing to select the most desirable tree within 10% of the spacing guide identified in the prescription.

C.4.2.2. Cutting Trees Not Selected as Leave Trees

- C.4.2.2.1. All trees not designated as leave trees shall be cut. Leave trees shall not be damaged in the operation. Leave trees that are damaged by the Contractor during operations are coded A3 on the Inspection form which decreases the thinning quality percentage. Large amounts of Contractor caused damage in a unit may be cause for a poor performance rating.
- C.4.2.2.2. All cut trees shall be completely severed, and have no live limbs (as defined in C.2) remaining on the stump, to prevent the tree from growing new vegetative material. Cut trees shall be secured so they do not roll down hill and shall not be hung up on other trees or vegetation.

C.4.3 Slash Treatment

- C.4.3.1. Slash resulting from the thinning operations shall be lopped and scattered and shall not exceed 24" depth. Stems shall be bucked, or have branches removed, so as not to be suspended and lie on the ground. Cut material shall not lean against an uncut tree, stump, log or any obstacle. It shall be secure and not able to roll down hill.
- C.4.3.2. Slash treatment shall be concurrent and progressive with the thinning. The Contractor shall not move onto a new unit without completion of slash treatment without COR approval.
- C.4.3.3. Slash resulting from work on this contract shall be removed from roads, streams (as required in Resource Protection located below (C.4.7), drainages, power line and telephone right-of-ways, private land, and from within ten feet of property corners. Thinning slash falling upon cut and fill slopes along permanent roads in the work area shall be removed from cut and fill slopes and scattered into the thinned area in a manner so as not to form piles or windrows. Additional slash requirements may be found in the Project Specifications.

C.4.4. Resource Protection.

The Contractor shall exercise extreme care to prevent damage to existing facilities, developments and resources in all aspects of the contract work.

- C.4.4.1. Existing Facilities. Throughout the operations, the Contractor shall take extreme care to prevent damage to facilities including roads, erosion dips, barriers, and drainage, developments, streams, and other identified resources. Any Contractor-caused damage to fences within or adjacent to the Contract area will be repaired immediately by the Contractor at the Contractor's expense. Improvements damaged shall be replaced or repaired at no cost to the Government.
- C.4.4.2. Stream Courses and Reservoirs. Must be protected from hazardous spills. Fueling of equipment must take place at least 100 feet away from all water resources.
- C.4.4.3. Soil Erosion. Precautions shall prevent gulying of roads and skid trails within and adjacent to the contract area, and protect vegetative cover, soil, and water resources.
- C.4.4.4. Road Damage. Vehicles shall not be operated on roads within the contract area if ground or weather conditions during operation cause lateral displacement or flowing of soil and deep rutting (especially gated roads). Such conditions usually develop where frozen ground is thawing, when snow is melting and during or immediately following rainstorms.
- C.4.4.5 Use of Roads by the Contractor. In addition to wet weather operating restrictions, it is the intent of this contract that the work be performed with the present system of existing roads. An existing road is one with a distinguishable roadbed that permits vehicle travel without major improvements to the road. Distinguishable roadbeds that are now reforested (having at least 301 stems/acre) with trees at least three (3) feet tall or that would require major earth work to permit vehicle travel are not considered existing roads for the purpose of this contract. Limited improvement of existing roads is permitted to allow for safe vehicle access (e.g., filling or smoothing ruts, removing roadside trees or obstacles and removing trees less than three (3) feet tall or obstacles from the roadbed). Upon written approval of the Forest Service, the Contractor may open closed roads to access a work area. Any closed roads opened by the Contractor will be returned to the closed condition in which it was found (for example, replacing rocks, stumps, and/or logs/slash previously scattered on the roadbed and restoring drainage or barrier structures removed or altered to permit vehicle travel). New roads will not be cleared/constructed to access work areas without written approval of the Forest Service prior to clearing/construction. All new

roads will be closed in such a manner to prohibit travel by four-wheel drive vehicles. The Forest Service reserves the right to refuse permission to open closed roads or to clear/construct new roads.

C.4.5. Protection measures needed for Plants, Animals, Cultural Resources, and Cave Resources.

C.4.5.1. Areas known by the Forest Service prior to contract award needing special measures for protection of threatened, endangered, sensitive and species of local concern (TES) are not typically included in the contract. However, nothing contained in this contract shall establish, or be deemed to establish any express or implied warranty on the part of the Forest Service, that the Forest Service has identified all areas within the contract unit boundaries that require special protection.

C.4.5.2 Following contract award, additional areas needing protection under C.4.8.1 may be discovered or identified. Protective measures may be revised or newly prescribed; and additional plants and/or animals may be added to federal lists of protected species. In such event, Contracting Officer may delay or interrupt Contractors operations and/or modify this contract. In-kind acres in another unit may be substituted for the affected contract acres.

C.4.5.2.1 Discovery, by either the Contractor or the Forest Service, of additional areas, resources, species or members of species needing special protection shall be promptly reported to the other party.

C.4.6. Quality Control.

The Contractor shall prepare a Quality Control Plan (QCP) as described in Section E. This plan should be provided to the COR before work begins. The Contractor shall inspect the work in accordance with the accepted Quality Control Plan.

C.4.7. Work Plan and Schedule.

The Contractor shall prepare a work plan and schedule that demonstrates that work will be completed within the performance period described in Section F. The work plan and schedule shall be provided before work begins. The Work Plan shall also contain the name of Contractor's Project Manager and other key personnel (see 452.237-74 Key Personnel (FEB1988), public safety measures, and management of gates.

The Contractor shall advise the Contracting Officer or COR of any periods that the Contractor will not be working that is not specified in the accepted Work Plan.

The Contractor may update the work plan when work is in progress and the Contracting Officer may accept or reject the updated work plan.

C.4.8. Camping and Worksite Conditions.

The Contractor shall prepare a Camping and/or Worksite Plan and operate in a manner that will protect the environmental resources and the public facilities. Campsite locations must be approved in advance (See 4G52.222-705 - Camping Provisions for Labor Intensive Contracts FEB 2007).

C.4.9. Communications.

The Contractor shall keep the Contracting Officer advised as to where the Contractor or Contractor's representative may be reached by phone during periods of work suspension and periods of time without work. Further, the Contractor shall maintain contact with the Contracting Officer during periods of work suspension or periods of time without work.

C.4.10. On-site Representative.

The Contractor's on-site representative shall be fully conversant and literate in the English language and shall be in the work area whenever work is in progress.

C.5. STANDARDS

C.5.1. Forest Service Handbook, R2 Supplement 2409.17-99-01 (effective 2/12/99), Chapter 6 - Timber Stand Improvement

C.5.2. OSHA's Field Sanitation Standard Fact Sheet No. OSHA 92-25 is available at http://www.osha-slc.gov/pls/oshaweb/owadisp.show_document?p_table=FACT_SHEETS&p_id=137

C.5.3. Mandatory Standard. The following sections from the Forest Service Handbook, R1-Supplement 2409.17-2002-1 (effective 4/29/2002), Chapter 2 – Reforestation, are mandatory for execution of this contract.
Sections: 2.53, 2.61, 2.62 parts 1 and 2, 2.63, 2.66, 2.67, and 2.82 parts 1.c(2) and 2.

The handbook is available at: http://www.fs.fed.us/im/directives/field/r1/fsh/2409.17/2409.17_2_01-2_5 and www.fs.fed.us/im/directives/field/r1/fsh/2409.17/2409.17_2.6-2.9.doc

C.5.4. Non-Mandatory Standard. The following references do not supersede direction given in C.5.1 or requirements set forth in this contract, but provide background and supporting information that may be useful to a prospective offeror.

C.5.4.1. The Forest Service Handbook, R1-Supplement 2409.17-2002-1 (effective 4/29/2002), Chapter 2 – Reforestation exclusive of the sections listed in C.5.1.

C. 6. PERFORMANCE SUMMARY

The following describes the major items in the contract with the incentives and deductions for the work described.

Work Statement	Performance Standard	Government Method of Assessment	Incentive/Deduction
Tree Thinning	Quality meets or exceeds performance standard of 93%. (See E.1.3)	COR or Inspector shall conduct periodic monitoring of operations and random plots consistent with Thinning Inspection Method described in FSH 2409.17, 6.4 Attachment 2, and Section J.	<ul style="list-style-type: none"> The Contractor's quality will be reflected in the performance evaluation either as positive or negative incentive. If Contractor achieves 93% or greater quality, the Contractor will receive unit price as incentive. If Contractor does not achieve at least 93% quality, deductions as per Section G and adverse performance evaluation.
Slash Treatment	Meets slash treatment requirements. (See C.4.2, Section J Attachments 5 and 6)	COR or Inspector shall conduct periodic monitoring.	<ul style="list-style-type: none"> Rework required if Contractor fails to meet standard. (Refer to C.4.2. and Section J, Attachments 5 and 6)
Quality Control	Contractor maintains good quality control on all aspects of operations. Actions not consistent with contract specifications are corrected as per the approved Quality Control Plan.	COR or Inspector shall randomly sample and observe operations.	<ul style="list-style-type: none"> The quality of Quality Control provided by the Contractor will be reflected in the performance evaluation as either positive or negative incentive. If the Contractor fails to meet standards, work may be suspended or put in Default for failure to take corrective action immediately. Result in adverse performance evaluation.
	Contractor's plot inspections are +/-5% of Government's quality Assurance identified in E.1.6.1. Inspection completed to meet timeframes identified in E.1.2.3.	COR or Inspector shall randomly observe Contractor inspection and review Contractor inspection sheets.	<ul style="list-style-type: none"> The ability of the Contractor to meet the standard will be reflected in the performance evaluation as either positive or negative incentive. When Contractor's plot inspections meet the standards identified in E.1.6, no deduction. If quality does not meet the standard identified in E.1.6, pay deduction (Section G) and/or additional costs to the Government will be assessed
Work Plan and Schedule	Work meets schedule as per the accepted work plan.	COR and Inspector shall conduct periodic monitoring.	<ul style="list-style-type: none"> The Contractor's ability to maintain the work schedule and complete work on schedule will be reflected in the performance evaluation as either positive or negative incentive. Work not completed on schedule is subject to Default and may result in assessment of actual costs.

SECTION D - Packaging and Marking

{There are no clauses for this Section}

SECTION E - Inspection and Acceptance

52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov/far/

(End of clause)

52.246-4 Inspection of Services - Fixed-Price. (AUG 1996)

E.1. CONTRACTOR QUALITY CONTROL PLAN

E.1.1. Quality Control Plan.

The Contractor shall provide a general Quality Control Plan (QCP) to the Contracting Officer (CO), with the technical proposal and past performance information. The Contractor shall supplement the QCP within ten days after contract award based on items awarded to the Contractor and Government comments.

The general Quality Control Plan must demonstrate how the Contractor will assure quality meets the requirements and specifications of the contract. It shall specify how quality will be monitored to assure the performance standards are met; the supervision of crew and work; and the personnel that will be performing the quality control. Quality control includes the monitoring of quality while work is in progress and an unbiased sample of thinning and other work to determine actual quality percentage. CO/COR must approve the QCP before operations begin.

E.1.2 Plot Inspections.

The Contractor shall maintain a plot system that provides an unbiased sample of thinning quality and slash treatment that represents the entire area treated. Plots are not to be altered during Contractor sampling to ensure unbiased samples, representative of the entire unit and thinning quality. Observed alteration of plots may be noted and the Contractor's inspection may be rejected. Incomplete inspection forms may be rejected by the COR. At least one-percent of the thinned area shall be sampled. The Government may observe or re-examine the Contractor's plots at any time. The Contractor's plots shall be identified on the ground by flagging (color will be advised at time of award) and include the plot number and the date measurements that were taken, unless by an alternative method approved by the CO.

E.1.2.1. Inspection plots shall be marked and identifiable on the ground by using pin flags, stakes, or other identifiable material. Flagging shall have date, plot and unit.

E.1.2.2. Contractor shall provide written inspection data by unit that meets contract requirements and a sketch map with plot locations. The Contractor shall use the Thinning Inspection Plot Form (R2-2400-4 (2/99) provided in Section J and described in FSH 2409.17, 6.4, Attachment 7. Local codes are specified on Form R2-2400-4 and are in addition to those described in FSH 2409.17. Inspection forms for other required work are also in Section J.

E.1.2.3. Prior to starting in another unit, Contractor Tree Thinning Quality percent shall meet or exceed 93% as determined by the Contractor plot inspections.

E.1.2.4. All Contractor inspection records shall be provided to the Government based on the schedule proposed by the Contractor and agreed to by the Contracting Officer for quality assurance assessment consistent with the Government Quality Assurance Surveillance Plan. All records shall be complete, signed and dated by the person who conducted the inspection.

E.1.3. Tree Thinning Quality

Tree Thinning Quality shall be calculated based on the equation specified on Thinning Inspection Plot Form R2-2400-4.

Quality = 1 - $\frac{\text{Improper Leave tree Selection "Cat A" + Excess Trees "Cat B"}}{\text{Satisfactory Trees left (S1, S2) up to maximum + credit for non-stocked spots (S3,S4)}} \times 100$
Percent

Trees in excess of the maximum number of acceptable trees will be considered unsatisfactorily selected (either Category B or C). Deductions for improper tree selection and improper treatment shall be included in the inspection quality.

E.1.5. Slash Treatment

Slash Treatment quality must reflect full compliance with requirements, as outlined in Section J, Special Project Specifications.

E.1.6. Acceptance and Assurance.

Each unit must meet or exceed a 93% quality thinning as calculated on Thinning Inspection plot Form R2-2400-4 (E.1.3) on both Government and Contractor inspections.

E.1.6.1 Government Quality Assurance. The Government will conduct its own inspections of units sampling at least one percent of the area. Government inspections will be done using Thinning Inspection Plot Form R2-2400-4 (E.1.3).

E.1.6.2 The Contractor's Quality Control inspections for thinning shall be within five percent (5%) of the Government quality assurance plots to be considered acceptable

E.1.6.3. Failure of the Contractor to provide tree thinning quality resulting in inspection results within five-percent (5%) of the Government's quality assurance at the completion of a unit, will deem the Contractor's quality control unacceptable and will result in payment for that unit based on results of the Government's quality assurance (G.3.1.). If the Government's results are objectionable to the Contractor, a re-examination may be requested in writing. The same plot method will be used, but new plots will be selected that do not overlap plots previously inspected by the Government. The Contractor shall specify the sample size; however it shall not exceed two percent (2%). If the results of the re-examination support the Contractor's submitted quality control results, those results will be considered acceptable and used for payment. If results of the re-examination support the Government's quality assurance results, the Government's results will be used for the basis of payment and the Contractor will be assessed the costs incurred by the Government that are directly related to the performance of such service.

SECTION F - Deliveries or Performance

52.242-14 Suspension of Work. (APR 1984)

52.242-15 Stop-Work Order. (AUG 1989)

452.215-73 Postaward Conference. (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled within ten (10) days after the date of contract award. The conference will be held at:

Laramie Ranger District Office
2468 Jackson Street
Laramie, WY 82070.

(End of Clause)

452.211-74 Period of Performance. (FEB 1988)

The period of performance of this contract is for 120 calendar days from the issuance of the Notice to Proceed (NTP).

(End of Clause)

F.2. DELIVERIES

F.2.1. Contract Time and Required Rate of Progress

The Contractor shall maintain progress at a rate that will assure completion within the performance period. The minimum acceptable rate of progress will be calculated by dividing the total units of work for each item by performance time specified.

F.2.2. Contract Time.

(See Period of Performance definition). The Contractor shall start work promptly after receipt of a Notice to Proceed. The Contractor shall maintain progress at a rate that will assure completion within the stated contract time. The contract time will generally not exceed a required rate of progress exceeding that determined from the accepted work plan.

Item	Estimated Beginning Date	Acres	Contract Time
1	August 30, 2011	298 acres	120 days

The Government will issue A Notice to Proceed as soon as weather and ground conditions are favorable for work on one or more of the areas. Contract time will start (1) on the date specified on the Notice to Proceed, if the notice is hand-delivered; Or (2) Contract Time will start on the third-day after the post office has issued a Notice of Certified Mail to the Contractor; whichever is sooner. Failure of the Contractor to pick-up Certified Mail will not be considered excusable.

F.2.2.1 Adjustment to Contract time. If contract acres change pursuant to C.1.3.2 or C.4.8.2, unless otherwise agreed to by both parties, contract time shall be adjusted in an equitable manner at the same rate of progress used for the original contract time determination, plus an additional day for mobilization. The adjustment shall be in contract time only; it shall not affect the contract line item price per acre. Payments may be reduced if contract acres are reduced; conversely, refined acreage and payments shall not exceed the maximum amount awarded for the line item.

F.2.3. Unfavorable Conditions.

It is estimated that adverse weather and/or road conditions may prevent access to the work sites or performance to specification during the period November through May. When such conditions make work impracticable, or if wind or other conditions create extreme conditions that are unsafe for contract work, and with written request by the Contractor, the Contracting Officer may suspend work with no charge against contract time. When conditions are again favorable, the Contracting Officer shall issue a verbal resume work order and confirm that order in writing. The count of contract time shall resume on the day indicated by the Contracting Officer. If the Contractor cannot be reached at the phone number provided or the Contractor fails to contact the Contracting Officer (per Section C.4.1.2) a written Resume Work Order shall be mailed and count of contract time shall resume on the date specified in the order.

F.3. FAR 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR.

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

F.4. ACCEPTANCE AND REWORK

F.4.1. Tree Thinning

F.4.1.1. When the Contractor's inspection results are below the performance standard of ninety-three percent (93%) quality based on the Contractor's quality control inspection and verified by the Government monitoring, and Category B excess trees (refer to Inspection Plot form, R4-2400-4) contribute to the deficiency, acceptance and payment will not be made until the deficiency has been corrected unless the Contracting Officer determines excess tree deficiency to be minor or an isolated situation that will not result in any material differences in the total number of trees to be left.

F.4.1.1.1. When the total number of deficiencies in Category C; (refer to Thinning Inspection Plot Form, R4-2400-4) exceed five percent (5%) of the maximum stocking density, based on the Contractor's quality control inspection and verified by the Government monitoring, acceptance and payment shall not be made until the deficiency has been corrected unless the Contracting Officer determines the deficiencies to be minor in nature.

F.4.2. Slash Treatment.

Acceptance shall be determined based on the Contractor's quality control inspection and verified by Government monitoring and shall be based on adherence to the specifications (Section J) stated in the contract. Noncompliance with any of the specifications shall classify the treatment as unsatisfactory and rework shall be required to bring the treatment up to specification standards.

F.4.3 Acceptance

Acceptance shall be determined based on compliance with the contract specifications. Noncompliance shall result in non-acceptance of the work. If the Contractor's work is determined to be unacceptable, the Government may initiate any remedies described in FAR 52.246-4 *Inspection of Services*.

F.4.3.1. If the initial work is unacceptable to the Government, the Contractor may re-work the area if deficiencies can be corrected. The Government shall assess the re-work after receiving the Contractor's inspection records which reflect that all work meets specification standards.

F.4.3.1.1. The Government shall conduct assessment plots up to two (2) times after the initial assessment for quality assessment after rework.

F.4.3.1.2. The Government shall assess the Contractor the actual costs of conducting the additional quality assurance after rework. Items that may be included in the actual damages includes but are not limited to: wages of the COR and Government inspector(s), costs of vehicles, meals and lodging that are incurred during the additional quality assurance, and other associated costs.

F.4.4. Work Completed after the performance period.

Whenever the Contractor fails to complete work within the performance period, and is allowed to work beyond that period, the Contractor shall be assessed actual damages. Items to be included in the actual damage includes but are not limited to: wages of the COR and Government inspector(s) for quality assurance after the performance period, costs of vehicles, meals, lodging, and other associated costs that are incurred while administering the contract after the performance period.

SECTION G - Contract Administration Data

G.1 CONTRACT ADMINISTRATION DATA

1. Contract award. A written award or acceptance of offer mailed or otherwise furnished to the Contractor shall result in a binding contract without further action by either party.
2. Notice to proceed. The contractor shall commence work upon receipt of a properly executed Notice to Proceed.
3. Period of Performance. The contract period shall begin upon the date of contract award and shall, unless terminated sooner in accordance with the "Termination (Firm Fixed-Price Services)" contract clause continue for a period of 120 calendar days.
4. Contract administration information. Administration of the contract will be conducted by the Contracting Officer, Malinda (Mindy) Jiminez USDA, FS, Southern Tier Acquisition Team, 2150 Centre Avenue, Fort Collins CO, 80526. All contract correspondence shall be addressed to the Contracting Officer.
5. Changes. The Contracting Officer is the only person authorized to approve changes in any of the requirements under this contract and notwithstanding any provisions contained elsewhere in this contract the said authority remains solely with the Contracting Officer. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.
6. Unauthorized instructions from Government or other personnel. The contractor shall not accept instructions issued by any person employed by the US Government or otherwise other than the Contracting Officer, or the authorized representative of the Contracting Officer acting within the limits of his/her authority.
7. Designation of Contracting Officer's Representative (COR). Designation will be made upon contract award and a copy of the designation letters will be furnished to the Contractor. Limits of authority are described in each designation letter.

8. Designation of authorized representative of the contractor. The Contractor shall assign a member or employee who will act as Project Manager during the course of this contract. The official shall be responsible for affording liaison between the contract forces and the contracting offices. This designation shall be in writing and a copy furnished to the Contracting Officer.
9. Method of payment.
 - a. Incremental payment shall be made on the Contractor's original letter invoice containing the signature of a person authorized to sign on behalf of the company. The invoice must contain the Tax Identification Number, Invoice Number, Point of Contact, Contract Number, specify the period invoiced and amount. :
 - i. Invoice must be sent as original to the Contracting Officer and/or Contracting Officer Representative (COR).

INVOICES SHALL BE SUBMITTED TO:

MALINDA (MINDY) JIMINEZ, CONTRACTING OFFICER

PHONE: 970-295-6683

FAX: 970-295-6699

EMAIL: mrjiminez@fs.fed.us

2150 Centre Avenue, Building E

Fort Collins, CO 80526

IN ACCORDANCE TO THE TERMS AND CONDITIONS OF THIS CONTRACT.

PAYMENT WILL BE MADE BY:

USDA Rural Development

Centralized Servicing Center

4300 Goodfellow Blvd (FC-233)

Bldg 105E

St. Louis, MO 63120-1703

PHONE: 314-457-4525

FOREST SERVICE REPRESENTATIVES:

Malinda Jiminez will serve as the Contracting Officer on this contract. She will have full warrant authority over all contract issues. She can be reached at 970-295-6683 or mrjiminez@fs.fed.us.

A Forest Service employee will serve as the Contracting Officer Representative on this contract. His/her delegated authority and responsibilities will be defined on a delegation letter issued after contract award. This delegation will also contain his contact information.

G.2. MEASUREMENT

G.2.1.

The area to be thinned is stated in the Summary Information Chart and Special Project Specifications (Section J). All linear and area measurements under this contract are measured on a horizontal plane within the established boundaries. Boundaries are marked by orange or yellow paint facing into the unit, or are designated by the roads or flagging as shown on maps in Section J, Attachment One (1) and as detailed in Section J, Attachments Four (4) and Five (5).

G.2.2 Re-measurement

The Contractor may at any time after award request re-measurement of any sub item. The request must be in writing. Re-measurement shall be made within established boundaries.

G.2.2.1. If re-measurement indicates a variance of five percent (5%) or less in the acreage stated in the Schedule of Items, there will be no adjustment in acres and the Contractor shall pay for the actual cost of re-measurement.

G.2.2.2. If re-measurement results in a variance greater than five percent (5%) in the acreage stated in the Schedule of Items, payment shall be based on the re-measured acreage and the Government shall pay for the re-measurement.

G.3. METHOD OF CALCULATING PAYMENT

G.3.1. The Contractor's Quality Control

For each completed unit, the Contractor's quality control inspection percentage for tree thinning will be compared to the Government's inspection results. If the results differ by five percent (5%) or less, the Contractor's inspection will be considered acceptable and the quality percentage will be used as the basis for payment. When the results differ by more than five percent (5%), the Government's inspection percentage will be used as the basis for payment.

G.3.2. Payment calculation

Payment less damages will be based on the following methods.

G.3.2.1. Quality at fully acceptable performance- meets or exceeds ninety-three percent (93%). Whenever the quality of work meets or exceeds ninety-three percent (93%), based on the results of the Contractor's quality control inspection and verified by the Government inspections, the work will be acceptable, an incentive payment will be made that provides payment at the unit price for the sub item.

Payment Example: With a unit price of \$100 and a unit size of 40 acres, the line item price would be \$4,000. If the Contractor's work quality is ninety-five percent (95%), payment would be \$4,000.

G.3.2.2. Quality at less than fully acceptable performance- less than ninety-three percent (93%). Whenever the quality of thinning is below ninety-three percent (93%) but is eighty percent (80%) or over, based on the Contractor's quality control inspection (plots) and verified by the Government monitoring/assessment, the work will be considered unacceptable and payment will be made for the value of the services provided. This means that payment will be made after a one percent (1%) deduction in the unit price for each one percent (1%) the thinning quality is below one hundred percent (100%). This payment shall only be made after the Government determines that no further work shall be required, nor allowed.

Payment Example: With a unit price of \$100 per acre and a unit size of 60 acres, the line item price would be \$6,000. If the thinning quality were 85 percent, payment would be $\$100 \times 85\% \times 60 \text{ acres} = \$5,100.00$.

Whenever the quality of thinning is below eighty percent (80%), based on the Contractor's quality control inspection (plots) and verified by the Government monitoring/assessment, the work will be considered unacceptable and payment will be made for the value of the services

provided. This means that payment will be made after a two percent (2%) deduction in the unit price for each one percent (1%) the planting quality is below 100 percent

Payment Example: With a thinning quality of 70 percent, the deduction would be: 60 percent for quality 70 percent (30 x 2%).

With a unit price of \$100 per acre and a unit size of 40 acres, the line item price would be \$4,000. At seventy percent (70%) thinning quality, payment would be:
 $\$100 \times 60\% \times 40 \text{ acres} = \$2,400.$

G.3.3. Unacceptable Work

G.3.3.1. Any unit, with quality less ninety-three percent (93%), is considered unacceptable and may be rejected. For these areas the Government may: (i) accept the work at a reduced price; (ii) require the area to be re-worked at no additional expense to the Government; or (iii) reject the work in its entirety. If the quality is unacceptable, the Contractor's right to proceed is subject to immediate termination for default.

G.3.3.2. When work quality falls below ninety-three percent (93%) in areas of one (1) acre or larger and the quality of work can be corrected, the Government may require the area to be reworked. If the Government does not require the area to be reworked or the quality remains below eighty percent (80%), the area may be separated from the sub item and payment made in accordance with G.3.2.2.

G.3.3.3. Any work quality that the Government determines to be unacceptable and is not corrected, will be so noted in the performance evaluation.

SECTION H - Special Contract Requirements

452.237-74 Key Personnel. (FEB 1988)

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

Project Manager
Contractor Representative
Foreman/woman
Inspector

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

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

(End of Clause)

SPECIAL CONTRACT REQUIREMENTS

1. GOVERNMENT – CONTRACTOR RELATIONSHIPS:

- a. The Government and the Contractor understand and agree that the services to be delivered under this contract by the Contractor to the Government are non-personal services and the parties recognize and agree that no employer/employee relationship exists or will exist under the contract between the Government and the Contractor and/or between the Government and the Contractor's employees. It is therefore in the best interest of the Government to afford both parties a full and complete understanding of their respective obligations.
- b. Contractor personnel under this contract shall not: (1) Be placed in a position where they are employed by a Federal Officer, or under the supervision, direction, or evaluation of a Federal Officer. (2) Be placed in supervision or administration or control over civilian personnel, or personnel of other contractors, or become a part of the Government organization. (3) Be used in administration or supervision of civilian procurement activities.
- c. Employee Relationship: (1) The services to be performed under this contract do not require the Contractor or his employees to exercise personal judgment and discretion on behalf of the Government, but rather, the Contractor's employees will act and exercise personal judgment and discretion on behalf of the Contractor.

2. AUTHORITY: The Contractor shall not in any way represent that he is a part of the United States Government or that he has the authority to contract or procure supplies on the credit of the United States of America.

3. REPRESENTATIONS: The Government assumes no responsibility for an understanding or representations made by any of its officers or agents during or prior to execution of any contract resulting from this solicitation, unless (1) such understanding or representations are expressly stated in the contract and (2) the contract expressly provides that the responsibility therefore is assumed by the Government. Representations made but not so expressly stated and for which liability is not expressly assumed by the Government in the contract shall be deemed only for the information of the Contractor.

4. CONTRACTOR PERSONNEL:

- a. The Contractor shall be responsible for selecting personnel who are well qualified to perform the required services, for supervising techniques used in their work and for keeping them informed of all changes and method of operations.
- b. The Contracting Officer may direct the Contractor to remove, and the Contractor shall remove any employee from an assignment to perform services under this contract for reasons of security, performance, and/or misconduct.
- c. Where the reason for the removal request is due solely to misconduct or security on the part of the employee, replacement will be at the Contractor's expense and not chargeable to the Government.
- d. The Government shall not exercise any supervision or control over Contractor employees performing services under this contract. Such Contractor employees shall be accountable not to the Government, but solely to the Contractor, who, in turn, shall be accountable to the Government.

UNION AGREEMENTS: The Contractor shall provide to the Contracting Officer, upon request, a copy of any collective bargaining agreements applicable to employees performing on the contract, if applicable.

4G52.222-701 Employment of Eligible Workers (DEC 1999)

Section 274A of the Immigration and Nationality Act (8 USC 1324a) makes it unlawful for an employer to hire undocumented workers. The Immigration and Naturalization Service (INS) [now known as the US Citizen and Immigration Service (USCIS)] has established the Form I-9, Employment Eligibility Verification Form, as the document to be used for employment eligibility verification (see 8 CFR 274a).

The contractor is required to (1) have all employees complete and sign the I-9 Form to certify that they are eligible for employment; (2) examine documents presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the form, and complete the certification portion of the form; (4) retain the form for three years, or one year past the end of employment of the individual, whichever is longer.

It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status.

Compliance with Section 274A of the Immigration and Nationality Act (8 U.S.C. 1324a) is a material condition of the contract. If the contractor employs unauthorized workers during contract performance in violation of section 274A, the Government may terminate the contract, in addition to other remedies or penalties prescribed by law.

For further information on the requirements of the Act, contractors should contact the Employer and Labor Relations Officer of their local INS (USCIS) office.

4G52.222-702 - Labor Standards for Contracts Involving Migrant and Seasonal Agricultural Workers (DEC 1999)

(a) General. This contract is subject to the Migrant and Seasonal Agricultural Workers Protection Act (MSPA) (29 U.S.C 1801-1872) and to Department of Labor regulations implementing MSPA (29 CFR 500). The purpose of MSPA is to eliminate activities that are detrimental to migrant and seasonal agricultural workers, to require registration of farm labor contractors, and to ensure necessary protections for the workers. In addition to traditional farm labor activities, the Act applies to recruiting, soliciting, hiring, employing, furnishing, or transporting any migrant or seasonal worker for predominantly manual forestry work, including but not limited to tree planting, brush cleaning, precommercial tree thinning, and forest firefighting.

(b) Definitions.

"Migrant Agricultural Worker" and "Seasonal Agricultural Worker," as used in this clause, mean individuals employed in agricultural (including forestry) work on a seasonal or temporary basis. A worker who moves from one seasonal activity to another is employed on a seasonal basis even though the worker may continue to be employed during a major portion of the year. Migrant workers are required to be absent overnight from their permanent place of residence. Seasonal workers are not required to be absent overnight from their permanent place of residence. Members of the contractor's immediate family are not considered to be either migrant or seasonal workers. "Immediate family" includes only:

1. Spouse;
2. Children, stepchildren, or foster children;

3. Parents, stepparents, or foster parents; and
4. Brothers and sisters.

"Farm Labor Contractor," as used in this clause, means an individual who, for any money or other valuable consideration, paid or promised to be paid, performs any recruiting, soliciting, hiring, employing, furnishing, or transporting of any migrant or seasonal agricultural worker.

(c) **Registration Requirement.** Any contractor who provides or hires migrant or seasonal workers to perform agricultural or manual forestry work shall first obtain a Federal Department of Labor Certificate of Registration. The contractor shall carry the Certificate at all times while engaged in contract performance, and shall display it upon request. Any of the contractor's employees who perform any one or more of the activities defined for a "Farm Labor Contractor" in paragraph (b) must have their own Farm Labor Contractor Employee Certificate.

(d) **Worker Protections.** The contractor shall comply with the following protections and standards related to wage disclosure, record keeping, vehicle safety, and housing:

(1) The contractor shall display and maintain at the place of employment the MSPA poster provided by the Department of Labor.

(2) **Wage and Payroll Standards.**

(i) The contractor shall disclose in writing to each worker in a language common to the worker the full terms of their employment, including workers compensation information, at the time they are recruited or hired. The Department of Labor provides an optional Form WH-516 for contractor's use in disclosure.

(ii) The contractor shall keep the following payroll records for each employee: name, address, social security number, basis for wages (that is, per hour, per tree, per acre), number of units earned if paid on a per unit basis, hours worked, total pay, withholdings and purpose for each, and net pay. Payroll records must be retained for 3 years.

(iii) Payments must be made no less frequently than every 2 weeks or semi-monthly. At the time of each payment, the contractor shall provide to the employee a written itemization of the information listed in paragraph ii and shall include the employer's tax identification number.

(iv) If paid on a piece rate basis, the employee's wage must be at least equivalent to the required hourly wage for the hours worked, including overtime differential for time in excess of 40 hours per week.

(3) **Motor Vehicle Safety.**

(i) The contractor shall be registered to transport employees, unless employees provide their own transportation or carpool by their own arrangement in one of their own vehicles. The authorization to transport employees must appear on the contractor's certificate. If the contractor directs or requests employees to carpool, the registration requirement is applicable. Any driver who transports workers for a fee or at the direction of the contractor shall be registered as a farm labor contractor or a farm labor contractor employee.

- (ii) Any vehicle under the ownership or control of the contractor must comply with safety standards applicable to that vehicle. Generally, passenger vehicles or station wagons must comply with Department of Labor regulations at 29 CFR 500.104.

Vehicles other than passenger vehicles or station wagons which are driven on any trip for a distance greater than 75 miles by a farm labor contractor or agricultural employer to transport any migrant or seasonal agricultural worker must comply with Department of Transportation Regulations at 29 CFR 500.105. One trip may have numerous stops. All drivers shall have a current, valid State driver's license.

- (iii) Each vehicle under the ownership or control of the contractor which is used to transport any migrant or seasonal agricultural worker must be covered by vehicle insurance of \$100,000 per seat (maximum \$5,000,000). A workers compensation policy which covers the workers while being transported plus an additional property damage policy for \$50,000 for loss or damage in any one accident to the property of others may be substituted for the vehicle insurance requirement.

(4) Housing.

- (i) The contractor shall house workers only in a commercial establishment or a facility that has been certified by a health authority or other appropriate agency or, if permitted by the Forest Service, in a camp on National Forest Lands as in 4G52.222-705. The contractor must post the certificate of occupancy at the housing site.

- (ii) The authorization to furnish housing, other than commercial lodging, must appear on the contractor's certificate.

- (e) For further information on the requirements of the Act, contractors should contact their local Wage and Hour Division of the Department of Labor.

4G52.222-703 - Migrant and Seasonal Agricultural Worker Protection Act Registration (DEC 1999)

The Migrant and Seasonal Agricultural Worker Protection Act (MSPA) (29 U.S.C. 1801-1872) and implementing regulations issued by the Department of Labor (29 CFR 500), require any employer who hires or anticipates hiring employees subject to MSPA to obtain an MSPA registration number.

If the contractor employs or anticipates hiring employees subject to MSPA, the contractor shall provide a valid U.S. Department of Labor MSPA Registration Number to the Contracting Officer within ____ days (30 days unless a shorter time is specified) after notification of award of the contract. The MSPA Registration Number is the number on the Farm Labor Contractor's DOL-issued Certificate.

The Government may demand that the contractor display MSPA registration at any time during contract performance if it appears that the contractor is employing workers subject to MSPA. On demand, the contractor shall display its MSPA registration or state why it is exempt from MSPA.

Compliance with MSPA is a material condition of the contract. If the contractor fails to provide a valid MSPA number in accordance with this clause, or falsely states that it is exempt from the MSPA, the Government may terminate the contract, in addition to other remedies or penalties prescribed by law.

4G52.222-704 - Personal Protective Equipment (FEB 2007)

The contractor shall train workers in the safe operation and use of equipment that the worker may use before the worker begins using such equipment.

Personal protective equipment, including personal protective equipment for eyes, face, head, and extremities must be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards or processes encountered which may cause injury or impairment in the function of any part of the body. Defective or damaged personal protective equipment must not be used.

The contractor shall provide chain saw chaps to each employee who operates a chain saw, at no cost to the employee. These chaps must be approved by an Underwriters Laboratory or meet Forest Service specification 6170-47. The chaps must cover the full length of the thigh and must extend to the top of the boot on each leg.

The contractor shall assure that each employee wears foot protection that provides adequate traction and ankle support. Employees operating chain saws shall wear foot protection that is constructed with cut-resistant material which will protect the employee against contact with a running chain saw.

In any area where the worker is exposed to the potential for flying or falling objects, the contractor shall provide a hard hat, at no cost to the employee, and the contractor shall assure that the employee wears the hard hat. The hard hat must meet the minimum requirements of American National Standards Institute (ANSI) standard Z89.1-1997.

The contractor shall provide, at no cost to the employee, eye protection where there is potential for eye injury due to flying objects. This eye protection must meet the minimum requirements of ANSI standard Z87.1-2003.

The contractor shall provide, at no cost to the employee, hearing protection where there is a potential for hearing loss due to high intensity noise for example, chain saw operation.

4G52.222-705 - Camping Provisions for Labor Intensive Contracts (FEB 2007)

Camping and Worksite Plan shall be consistent with requirements set forth in this section. The Contractor shall provide a general plan with the technical proposal, and shall provide a more specific plan based on items awarded, prior to start work.

The Contractor shall be aware of and abide by the rules of the Medicine Bow-Routt National Forest applicable to forest visitors.

The Contractor shall abide by the OSHA's Field Sanitation Standard, Fact Sheet No. OSHA 92-25, which applies to any agricultural establishment hiring 11 or more workers for hand labor.

The following provisions apply to all camping on National Forest lands during performance of this contract:

These provisions are in addition to those contained in, or provided for, in the clause titled "Use of Premises," in this contract.

Every structure used as shelter must provide protection from the elements. Where heat adequate for weather conditions is not provided, other arrangements should be made to protect workers from the cold. Firewood may be cut only after obtaining a District Firewood Permit.

The campsite must not encroach beyond the boundaries designated by the Forest Service. The campsite must be located so as to minimize impacts on streams, lakes, and other bodies of water. No camping is permitted within developed recreation sites or along primary recreation roads.

The campsite must have a clean appearance at all times. Upon abandonment of any campsite, or termination, revocation, or cancellation of camping privileges, the contractor shall remove, within 10-calendar days, all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in the camping permit. If the contractor fails to remove all structures or

improvements within the 10-calendar days, they shall become the property of the United States, but that will not relieve the contractor of liability for the cost of their removal and restoration of the site.

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

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

Servicing of equipment in the campsite is not permitted, unless the campsite is within the project area.

Sanitary facilities must be provided for storing food. Ice chests or coolers, with ice supply made from potable water and replenished as necessary, must be provided and sufficient for the storage of perishable food items.

An adequate and convenient potable water supply must be provided in each camp for drinking and cooking purposes.

Toilet facilities adequate for the capacity of the camp must be provided and supplied with adequate toilet paper. Such facilities must be serviced and maintained in a sanitary condition.

Garbage must be collected, stored, and disposed of in such a manner as to prevent scattering by the wind, minimize attraction of flies, and discourage access by rodents.

Basic first aid supplies must be maintained, available, and under the charge of a person trained to administer first aid. The supplies must include:

1. Gauze pads (at least 4x4 inches),
2. Two large gauze pads (at least 8x10 inches),
3. Box adhesive bandages (band-aids),
4. One package of gauze roller bandage at least 2-inches wide,
5. Two triangular bandages,
6. Scissors,
7. At least one blanket,
8. Tweezers,
9. Adhesive tape,
10. Latex gloves, and
11. Resuscitation device such as resuscitation bag, airway, or pocket mask.

Any washing of laundry must be done in such a way as to provide for washing and rinsing without polluting lakes, streams, or other flowing water.

Waste water must be disposed of away from living and eating areas and in a fashion that minimizes pollution to lakes, streams, and other flowing water.

The contractor shall take all reasonable precautions to prevent and suppress forest fires. No material must be disposed of by burning in open fires during the closed season established by law or regulation without the written permission from the Forest Service.

The contractor shall comply with the following fire regulations during fire season:

During the fire season, a shovel, axe or Pulaski, 10-quart pail which is full of water for immediate use, and a fire extinguisher with an Underwriters Laboratory (UL) rating of at least 1:A 10:BC is required.

H. 1. FIRE CONTROL

- H.1.1. Contractor's Responsibility for Contractor-Caused Fires. The Contractor, whether or not directed by the Forest Service, shall immediately extinguish, without expense to the Government, all fires on or in the vicinity of the project which are caused by Contractor's employees, whether set directly or indirectly as a result of Contractor operations. The Contractor may be held liable for all damages and costs of additional labor, subsistence, equipment, supplies, and transportation resulting from fires set or caused by the Contractor's employees or resulting from contract operations.
- H.1.2. Other Fires. For the purpose of fighting forest fires on or in the vicinity of the project which are not caused by the Contractor or his employees, the Contractor when requested by the Contracting Officer shall place his employees and equipment temporarily at the disposal of the Forest Service. Payment for such services will be made by the Government at not less than the current rate for fire-fighting services established by the Forest Service in the area concerned.
- H.1.3. Any employees and equipment furnished will be relieved from fire fighting as soon as the Forest Service finds that it is practicable to employ other labor and equipment adequate for the protection of the area.
- H.1.4. An equitable adjustment in contract time may be made for this period.
- H.1.5. Fire Protection Requirements - Fire Plan. At all times during closed fire season period, as specified by State law, the Contractor shall comply with each of the following provisions to the extent applicable to his operation under the contract.
- H.1.5.1. Fire Tools. The Contractor will provide for each employee in the contract area at least one approved handtool of a type appropriate in the contract area, such as shovel, pulaski, or ax. Tools required and furnished under H.2.5.2. and H.2.5.4. below shall count toward fulfillment of the above requirement. Where additional tools, beyond those required below, are to be provided, the Contractor shall seal such tools in one or more boxes painted red and marked "Tools for Fire Only." All tools required herein shall be kept sharp and in good serviceable condition and maintained at locations to be designated by the Forest Service.
- H.1.5.2. Fire Extinguishers and Tools on Mobile or Stationary Equipment. Each unit of powered equipment used in connection with this contract, including automobiles, trucks, tractors, etc., shall be equipped with serviceable tools and fire extinguishers as follows:
- a. One - fire extinguisher, dry chemical type of not less than 2-1/2 pound capacity with 4 BC or higher rating.
 - b. One - shovel, round point #0 lady or equal.
 - c. One - ax, 2 pounds or over, 26-inch minimum length, or one pulaski.
 - d. One - water container (at least 1-gallon capacity), not required with stationary equipment.
- H.1.5.3. Spark Arresters. Each internal combustion engine shall be provided with a spark arrester or spark arresting device approved by the Forest Service. Exceptions where the Forest Service may approve mufflers or other equipment in lieu of spark arresters qualified and rated under Forest Service Standard 5100-1a are: (a) small multiposition engines, such as chainsaws, shall meet Society of Automotive Engineers J335b standards; (b) passenger-carrying vehicles and light trucks may

have baffle-type mufflers with tail pipe; (c) heavy-duty trucks may have a vertical stack exhaust system and muffler, provided the exhaust stack extends above the cab of the vehicle. An exhaust-driven turbocharger is considered to be a satisfactory spark arrester. Internal combustion engine exhaust systems, arresters, and other devices must be properly installed and maintained.

H.1.5.4. Powersaws. For each powersaw used in connection with this contract, the following will be provided:

- a. One - shovel, round point #0 lady or equal. Shovel must be immediately available for use.
- b. One - Fire extinguisher, containing not less than 8 ounces of extinguisher fluid, or a dry chemical powder-type of not less than 1-pound capacity. The extinguisher must be immediately accessible to the saw operator at all times.

H.2.5.4.1. Any fueling or refueling of a powersaw or auger shall only be done in an area which has first been cleared or is free of all material capable of carrying fire; powersaw or auger shall be moved at least 10 feet from place of fueling before starting.

H.1.5.5. Blasting. Fuse or prima cord shall not be used unless authorized in writing by the COR with special precautions stated.

H.1.5.6. Smoking. Smoking shall not be permitted within the contract area except on surfaced or dirt roads, at landings, within closed vehicles, in camps, or at other posted places, and shall never be allowed while working or traveling on foot.

H.1.5.7. Storage of Petroleum and Other Highly Flammable Products. Gasoline, oil, grease, or other highly flammable material will be stored either in a separate building used exclusively for such storage, or at a site where all combustible debris and vegetation is cleared away within a radius of 25 feet. Fire extinguishers and/or sand barrels may be required at such locations specified by the Forest Service when unusually hazardous conditions exist.

H.1.5.8. Debris Burning and Warming Fires. Burning permits will be required for all debris burning fires. Lunch and warming fires may be allowed in fireproofed areas during periods of low fire danger if and as specified in the fire plan. Such fires must not be left burning unattended.

H.1.5.9. Precautions for Stoves. Stovepipes on all temporary buildings, trailers, and tents using wood burning stoves, will be equipped with roof jacks and serviceable spark arresters of mesh with openings no larger than 5/8 inch.

All stovepipes, inside and out, will not be closer than 2 feet from any wood or other flammable material or 1 foot if the combustible material is protected by a metal or asbestos shield.

H.1.5.10. Welding. Welding or use of cutting torches will be permitted only in areas that have been cleared or are free of all material capable of carrying fire. Flammable debris and vegetation must be removed from within a minimum of 10 feet radius of all welding and cutting torch operations. A shovel and a 5-gallon standard backpack water container (filled) with handpump attached, shall be immediately available for use in the event of a fire start.

H.1.5.11. Fire Plan. Prior to initiating work on the contract area, during the closed fire season period, a fire prevention and suppression plan will usually be prepared. The Contractor and the Forest Service will jointly prepare this plan. Such plan shall include a detailed list of men and equipment at the Contractor's disposal for implementing the plan. The fire plan shall also specify additional measures and/or special requirements, such as Hoot Owl restrictions, necessary during periods of critical fire weather conditions.

H.1.5.11.1. When Hoot Owl restrictions are invoked, the Forest Service may curtail or shut down all or portions of a Contractor's operations. The following requirements may be imposed:

- a. All high fire risk operations could be terminated at 1300 local time.
- b. All burning could be stopped, including debris burning fires.
- c. Patrolman may be required for a period of 2 hours after high fire risk operations and 1 hour after end of work shift. The Contractor shall provide the patrolman unless the contract is for equipment rental, in which case the Government will provide the patrolman.

H.1.5.12. Pump and Trailer. Not required.

H.1.5.13. Burning. Before starting any open burning, the Contractor shall comply with the following:

- a. Submit a burning plan, subject to approval by the Contracting Officer, designed to minimize the impact on air quality and to lessen any fire damage.
- b. Obtain a burning permit from the District Ranger.
- c. Use weather forecasts as far as possible in scheduling burning for more favorable dispersal of smoke.
- d. Fuel shall be reasonably free of dirt and piled to facilitate rapid and complete combustion. Piles shall be tended during burning operations to maintain combustion and to eliminate unnecessary smudges. Piles shall be patrolled during off-work hours to avoid wildfires.
- e. Unless fire season controls dictate otherwise, burning shall be scheduled, as far as practicable, for the most favorable conditions during the burning period.
- f. Under certain atmospheric conditions, smoke accumulations may become excessive and, in these cases, the Regional Forester may, at his discretion, prohibit all open burning for definite periods within specific areas of the National Forest.

H. 2. PREWORK CONFERENCE

Prior to commencement of work, the Contractor shall attend a meeting to discuss the contract terms, work performance requirements, and safety. Also at this meeting such items as work progress schedule, quality control, camping/worksites plan, and fire prevention plans shall be finalized in writing.

H. 3. SAFETY PLAN

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

Federal safety requirements, the contract shall be modified and Contractor may request an equitable adjustment.

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

Logging operations, thinning, slash treatments, and roadwork are inherently hazardous.

Conditions, which are inherently hazardous, that could lead to serious injury or loss of life include, but are not limited to:

1. Traffic hazards	5. Heavy equipment operations
a. Narrow gravel or native surface forest roads	a. Backing into objects
b. Long, steep grades (less than 20%)	b. Steep side slopes or soft ground for rollovers
c. Logging Traffic	c. Refueling hazards
d. Unskilled visitor traffic	d. Exceeding equipment limitations
e. Dusty conditions hindering visibility behind vehicles	e. Unsafe equipment / lack of safety equipment
2. Work environment	f. Operator fatigue
a. Inclement weather for potential hypo/hyperthermia	6. Excavation
b. High winds that can bring down trees	a. Slope or trench wall instability
c. Wet, snowy or ice conditions making ground unstable	7. Truck Driving & Trailer Towing
d. High db noise	a. Increased stopping distance
e. Insects, plants, animals	b. Loads insecurely lashed
f. Hazardous footing/terrain	
3. Communications	c. Low clearances (power lines, etc.)
a. Cell phone or radio availability for emergencies	8. Public Presence
4. Chainsaw operations	a visitors in work area without PPE
a. Improper safety equipment	b. hunters with weapons, limited visibility through forest stands with workers

b. Overhead/falling debris	c. Worker/ Public visibility necessary, blaze orange required.
c. Fatigue/improper cutting techniques	

Contractor shall provide a job-specific safety plan, addressing mitigation of the hazards listed above and any other hazards known to the Contractor. The plan shall be presented at the post-award conference. The Contractor shall prepare a Safety Plan for each Task Order which addresses the specific hazards of the work site, and shall include working in areas of dead trees and falling debris. The Contractor shall identify the specific conditions that s/he considers is a hazard. The Safety Plan shall also address the personal protective equipment and mitigating measures the Contractor will do to increase safety on the worksite. (Example: Working during hunting season, blaze orange vests for identification)

H.4 AGAR ADVISORY NUMBER (NO.) 88c- CONTRACTOR PERFORMANCE INFORMATION AND CONTRACTOR PERFORMANCE SYSTEM (CPS) EVALUATIONS

The awarded Contractor shall be required to register in the civilian Contractor Performance System maintained by the National Institutes of Health at http://cps.od.nih.gov/Contractor_Info7.html.

SECTION I - Contract Clauses

52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov/far/

(End of clause)

52.202-1 Definitions. (JUL 2004)

52.203-3 Gratuities. (APR 1984)

52.203-7 Anti-Kickback Procedures. (OCT 2010)

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (JAN 1997)

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (JAN 1997)

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (May 2011)

52.204-7 Central Contractor Registration. (APR 2008)

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (DEC 2010)

52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)

52.219-6 Notice of Total Small Business Set-Aside. (JUN 2003)

52.222-3 Convict Labor. (JUN 2003)

52.222-21 Prohibition of Segregated Facilities. (FEB 1999)

52.222-26 Equal Opportunity. (MAR 2007)

52.222-36 Affirmative Action for Workers with Disabilities. (OCT 2010)

52.222-41 Service Contract Act of 1965. (NOV 2007)

52.222-50 Combating Trafficking in Persons. (FEB 2009)

52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011)

52.223-6 Drug-Free Workplace. (MAY 2001)

52.229-3 Federal, State, and Local Taxes. (APR 2003)

52.232-1 Payments. (APR 1984)

52.232-11 Extras. (APR 1984)

52.232-23 Assignment of Claims. (JAN 1986)

52.232-25 Prompt payment. (OCT 2008)

52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration. (OCT 2003)

52.233-1 Disputes. (JUL 2002)

52.233-3 Protest after Award. (AUG 1996)

52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)

52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)

52.242-13 Bankruptcy. (JUL 1995)

52.243-1 Changes - Fixed-Price. (AUG 1987)

52.245-1 Government Property. (AUG 2010)

52.245-4 Reserved.

52.249-2 Termination for Convenience of the Government (Fixed-Price). (MAY 2004)

52.249-8 Default (Fixed-Price Supply and Service). (APR 1984)

52.253-1 Computer Generated Forms. (JAN 1991)

452.237-75 Restrictions Against Disclosure. (FEB 1988)

52.222-42 Statement of Equivalent Rates for Federal Hires. (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

Employee Class Monetary Wage - Fringe Benefits

GS 7	\$16.28
GS 9	\$18.03

(End of clause)

52.244-6 Subcontracts for Commercial Items. (DEC 2010)

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

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212(a)).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.246-20 Warranty of Services. (MAY 2001)

(a) Definition.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within thirty (30) days from the date of acceptance by the Government.. This notice shall state either -

(1) That the Contractor shall correct or reperform any defective or nonconforming services; or

(2) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

SECTION J - List of Documents, Exhibits, and Other Attachments

Attachment Number	Attachment Title	Date	Number of Pages	Cross Reference Materials	Document Version
1	Attachment 1 Maps	07/26/2011	3		BASE
1a	Vicinity Map	07/26/211	1		BASE
2	Attachment 2 Unit Locations	07/26/2011	3		BASE
3	Attachment 3 Project Specifications	07/26/2011	1		BASE
4	Attachment 4 Unit Chart	07/26/2011	1		BASE
5	Attachment 5 Plot Form	07/26/2011	2		BASE
6	Attachment 6 QASP	07/26/2011	8		BASE
7	Attachment 7 Wage Determination	07/26/2011	4		BASE
8	Attachment 8 R2 Letter for Safety Guidelines	07/26/2011	1		BASE

SECTION K - Representations, Certifications, and Other Statements of Offerors

52.204-8 Annual Representations and Certifications. (MAY 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 115310.

(2) The small business size standard is \$7.0.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

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

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

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

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

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

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

☒ (i) 52.219-22, Small Disadvantaged Business Status.

☒ (A) Basic.

☐ (B) Alternate I.

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

☐ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

☐ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

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

[](vi) 52.227-6, Royalty Information.

[](A) Basic.

[](B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

(End of Provision)

52.219-28 Post-Award Small Business Program Rerepresentation. (APR 2009)

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

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"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 the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the

Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts -

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstocips/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (c) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ____ is, ____ is not a small business concern under NAICS Code [*insert NAICS Code*] assigned to contract number [*insert contract number*]. (*Contractor to sign and date and insert authorized signer's name and title*).

(End of clause)

452.219-70 Size Standard and NAICS Code Information. (SEP 2001)

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

Contract line item(s): All

- NAICS Code 115310

- Size Standard \$7.0

(End of provision)

SECTION L - Instructions, Conditions, and Notices to Offerors or Respondents

52.215-1 Instructions to Offerors—Competitive Acquisition (Jan 2004)

52.215-5 Facsimile Proposals. (OCT 1997)

- (a) *Definition.* "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (c) The telephone number of receiving facsimile equipment is: *FAXED AND ELECTRONIC SUBMISSIONS OF PROPOSALS WILL NOT BE ALLOWED. HARD COPY ONLY.*
- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document -
 - (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
 - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
 - (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.
- (e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(End of provision)

52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a **Firm Fixed Price** contract resulting from this solicitation.

(End of provision)

452.204-70 Inquiries. (FEB 1988)

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

(End of provision)

452.237-71 Pre-Bid/Pre-Proposal Conference. (FEB 1988)

- (a) The Government is planning a pre-bid/pre-proposal conference, during which potential offerors may obtain a better understanding of the work required.

(b) Offerors are encouraged to submit all questions in writing at least five (5) days prior to the conference. Questions will be considered at any time prior to or during the conference; however, offerors will be asked to confirm verbal questions in writing. Subsequent to the conference, an amendment to the solicitation containing an abstract of the questions and answers, and a list of attendees, will be disseminated.

(c) In order to facilitate conference preparations, it is requested that the person named on the Standard Form 33 of this solicitation be contacted and advised of the number of persons who will attend.

(d) The Government assumes no responsibility for any expense incurred by an offeror prior to contract award.

(e) Offerors are cautioned that, notwithstanding any remarks or clarifications given at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the offeror to seek clarification prior to submitting an offer.

(f) The conference will be held:

Date: August 16, 2011
Time: 10:00 A.M.
Location: Laramie Ranger District Office
2468 Jackson Street
Laramie, WY 82070

Please RSVP to Malinda (Mindy) Jiminez no later than August 15, 2011 by 4:00 p.m.

ATTENDANCE IS MANDATORY

(End of Clause)

SECTION M - Evaluation Factors for Award

M. 1 AWARD DETERMINATION

Proposers shall submit one (1) original and three (3) copies of their response. Responses shall include the following minimum documents:

One (1) Original Set containing the following:

- Signed Standard Form (SF) 33
- Section B – Schedule of Items
- Section K – Completed
- Section M – As identified in M.2

Three (3) Technical Responses only as identified in Section M.2

OFFER COMPLIANCE

The Government will award one contract resulting from this solicitation to the responsible Offeror whose response best conforms to the solicitation and which will be the most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers; relevant past performance, key personnel, technical approach, and price.

The Government will award the contract to the Offeror(s) of the proposal that represents the best overall value to the Government. The Government will evaluate the proposals of each Offeror: first, objectively on the compliance of its proposal and then, qualitatively on the following evaluation factors:

- Relevant Past Performance
- Key Personnel
- Technical Approach
- Price

Award may be made without further discussions. Initial offers should be submitted with the most favorable terms, from a price and technical standpoint. The Government may, after evaluation of proposals, conduct oral or written discussions as appropriate, with the Offerors whose proposals are within a competitive range.

The Government will evaluate the above factors as follows:

M. 2 EVALUATION CRITERIA

M. 2.1. Relevant Past Performance

- M.2.1.1. Offerors shall submit past performance information for their firm and any proposed major subcontractors performing more than 20% of the work. Performance information may be obtained from references provided.
- M.2.1.2. List all **Precommercial Thinning Contracts** completed during the past three (3) years and all contracts and subcontracts in progress. The list should include, but are not limited to, contracts and subcontracts similar in nature and complexity to that required by this solicitation. Include contracts with the Federal Government, agencies of state, and local governments, and commercial customers.
- M.2.1.3. Offerors that are newly formed entities, without prior contracts as an entity, should list

contracts and subcontracts completed by all key personnel including:

Project Manager
Contractor Representative
Foreman/woman, and/or
Inspector

Firms with no experience in the type of work described may show: similar type projects which demonstrate their ability to perform in a timely manner, experience, past performance of their employees, or their work as a subcontractor.

M.2.1.4. Include the following information for each project/contract/subcontract:

- (a) Project name;
- (b) Contract number;
- (c) Location;
- (d) Year of completion or anticipated completion date if still in progress;
- (e) Contract administrator's (COR's) name, phone, email address, and fax numbers;
- (f) Your equipment operator who worked on the project;
- (g) Project size in acres;
- (h) Quality of work performed (Offerors should show the lowest and highest percentage of quality received on all units, for example: 78-100%);
- (i) Whether the contract was completed in a timely manner; and
- (j) Whether the contract was terminated for default or if you were allowed to complete the project while in default.

M.2.1.5. The Offeror may provide information on problems encountered on the contracts and subcontracts listed and the corrective actions taken to resolve those problems. The Government may obtain information from existing contract files. Because discussions may not be held, the offeror may refute any problems in the original offer.

M.2.1.6. Each Offeror will be evaluated on their performance under existing and prior contracts of a similar nature. Performance information will be used as an evaluation factor against which Offerors' relative rankings will be compared to assure best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The Government may contact references beyond those identified by the Offeror to obtain additional information for use in both the responsibility determination and in further evaluation of the Offerors past performance.

M. 2.2. Key Personnel Resumes

M.2.2.1. Resume Format: The information required to be provided shall include, at the minimum, the following:

- (a) Title of Labor Category;
- (b) Name of Proposed Person;
- (c) Relevant Experience: Where experience was derived during employment with more than one firm, the following information shall be provided for each firm where applicable experience was acquired;
 - (i) Name of company/agency and address,
 - (ii) Duration of employment,
 - (iii) Position held,
 - (iv) Description of relevant experience and responsibilities, and,
 - (v) Number of employees supervised, if applicable, and
- (d) Name and address of current employer, and position.

M.2.2.2. Resume Content

- (a) Resumes will be evaluated on completeness and, based on a detailed review of the content, the quality and extent of the qualifications of the Offerors proposed key personnel.
- (b) Using information from the resumes, in addition to information obtained from the Offerors past performance references, key personnel will be evaluated on their relevant experience and demonstrated abilities to effect operations while maintaining quality control.

M. 2.3. Technical Approach

M.2.3. 1 Offerors shall submit their approach to performing the required services identified in this solicitation, including but not limited to:

- Quality Control Plan (Attachment 6)
- Safety Plan (See H.3)
- Work Plan
- Understanding Government Requirements
- Resources to be used for this project

M.2.3.2. Offerors shall submit a schedule showing how they would maintain minimum daily production rates, considering normal weather condition shut downs including rain, snow, hot and dry conditions, and high winds. Offerors may enhance their proposal by indicating their ability to maintain a progress rate greater than the minimum daily production rates listed in the Deliveries or Performance section.

M.2.3.3. Proposals must include comprehensive responses to the following question:

- (a) How will the owner coordinate successful and timely completion of this contract when faced with other potentially conflicting contractual commitments?

M.2.4. Price

Price Proposal will not be point scored but will be subjectively evaluated to determine the reasonableness, affordability, and value of the price data. The Government will perform a price analysis and evaluate price as described under the heading "The Determination of Best Overall Value."

M.3 AWARD DETERMINATION

The contract resulting from this solicitation will be awarded to that responsible offeror whose offer – conforming to the solicitation – is determined to be most advantageous to the Government, cost and other factors considered. The Offerors proposal shall be in the format prescribed by, and shall contain a response to each of the areas identified which affects the evaluation factors for award. The Government will determine best overall value on the basis of the factors described below.

M.4. EVALUATION FACTORS

- M.4.1. Proposals will be evaluated on the basis that the following technical factors. These factors are weighted equally in importance.
- (a) Relevant Past Performance being significantly more important than any other factor,
 - (b) Key Personnel being moderately more important than any other subsequent factors,
 - (c) Technical approach.
- M.4.2. When combined, these technical evaluation factors are approximately equal to price.

M. 5. RELATIVE IMPORTANCE OF EVALUATION FACTORS

Since an Offeror's proposal(s) must be compliant in order for it to be eligible for award, compliance of the offer is a mandatory solicitation requirement. In general, the Government considers the non-price factors of past performance, key personnel, and technical approach are of equal importance. **ALL EVALUATION FACTORS OTHER THAN PRICE, WHEN COMBINED, ARE EQUAL TO PRICE IN THE AWARD DECISION.**

The Technical Evaluation Board (TEB) will evaluate each proposal strictly on its content and will not assume that performance will include anything not specified in the proposal. The evaluation will be conducted in accordance with the procedures established herein. The technical evaluation panel will then assign to each evaluation criterion a final adjective consensus rating of exceptional, good, acceptable, marginal, or unacceptable based on the following descriptions:

Exceptional	An exceptional proposal contains significant strengths and no weaknesses. The proposal exceeds the performance and technical capability requirements defined in the Statement Of Work (SOW). The proposal offers value-added methodologies for improving service that benefits the Government. The evaluator has no doubt that the Offeror can successfully achieve the requirements in the SOW if the technical approach proposed is followed. The Offeror acknowledges risks and develops an approach that proactively identifies and mitigates risks, and looks to reduce or eliminate future risks.
Good	A good proposal contains significant strengths and only a few minor weaknesses. The Offeror's proposal meets the performance and technical capability requirements as defined in the SOW. The evaluator has a high degree of confidence that the Offeror can successfully achieve the requirements in the SOW if the technical approach proposed is followed. The Offeror acknowledges technical or schedule risk and develops an approach capable of mitigating all apparent risks effectively.
Acceptable	An acceptable proposal contains strengths that outweigh any existing weaknesses. The Offeror's proposal meets the performance and technical capability requirements defined in the SOW. The evaluator is confident that the Offeror can successfully achieve the requirements in the SOW if the technical approach proposed is followed.
Marginal	The proposal meets the bare minimum performance and technical capability requirements defined in the SOW, and also have significant weaknesses. The evaluator is not confident that the Offeror can successfully complete the required tasking without significant Government oversight or participation. The proposal either fails to address risks or the proposed risk mitigation approach is not deemed to be sufficient to manage the risk.

Unacceptable	An unacceptable proposal that contains one or more significant weaknesses and deficiencies. Proposal fails to meet specified minimum performance and technical capability requirements defined in the SOW. The evaluator is confident that the Offeror will be unable to successfully complete the required tasking. The proposal does not adequately acknowledge or address risk, mitigate risk, or may actually introduce risk.
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When the adjective ratings for each criterion of each proposal have been finally assigned, the evaluation panel members will jointly discuss each proposal separately and develop an evaluation panel consensus adjective rating for each technical proposal (a single adjective rating for each proposal will be determined). The criteria established on the rating sheet will be used in developing the consensus adjective rating for each proposal. If a consensus rating cannot be reached, the Chairperson of the Evaluation Board will decide which rating is most representative.

The final rating assigned to each proposal shall be based on an average of all individual ratings, i.e. If there are three (3) raters and two (2) provide an exceptional rating with the third providing an acceptable rating the overall rating assessed will be an exceptional minus.

Standard Definitions	
Strength	A strong attribute or quality of particular worth or utility; an inherent asset. Note: Simple adherence to the requirements or ability to meet a requirement is compliance but should not be listed as strength.
Weakness	A flaw in the proposal that increases the risk of unsuccessful contract performance
Deficiency	A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

REQUIREMENTS: OFFERORS MUST BE REGISTERED TO CCR IN ACCORDANCE TO FAR 52.204-7. OFFERORS MUST BE REGISTERED TO ORCA IN ACCORDANCE TO FAR 52.204.8. OFFERORS MUST RESPOND TO ALL CRITERIA INCLUDED IN SECTION M OFFERORS WHO FAIL TO MEET THESE REQUIREMENTS WILL NOT BE CONSIDERED FOR AWARD.

Each proposal will be evaluated strictly on its content and will not assume that performance will include anything not specified in the proposal. The evaluation will be conducted in accordance with the procedures established here. The Evaluation Panel will assign to each evaluation criterion a final adjective consensus rating of exceptional, acceptable, neutral, marginal, or unacceptable based on the following descriptions:

EXCEPTIONAL: The proposal complies with all instructions for submission and includes additional information that indicates consistent high quality performance can be expected from the contractor. One or more items of service or evidence of past experience exceeds the acceptable or minimum requirement.

ACCEPTABLE: The proposal complies with all instructions for submission and meets all minimum requirements of service under the proposed contract.

NEUTRAL: This rating will be used if there is not enough past performance information provided in the proposal for an effective evaluation. The reason for this rating is an offeror cannot be penalized for no past performance information.

MARGINAL: The proposal complies with most instructions for submission and/or fails to meet all minimum requirements of services under the contract so as to appear weak in regards to meeting the stated minimum.

UNACCEPTABLE: The proposal does not provide minimum requirements of service and/or fails to comply

with instruction regarding submission of the proposal. Proposal ix extremely weak in regards to meeting the stated minimum requirements of service so as to have major weakness beyond discussions.

When consensus ratings for all proposals have been completed, the technical evaluation board will present a summary of their evaluation to the Contracting Officer. This summary will include:

- 1) Identification of proposals technically unacceptable, and reasons for that determination. (Major weaknesses beyond discussion).
- 2) Identification of proposals that meet most minimum requirements, but did not fall into the category of "acceptable" including a list of the major weaknesses for each. These weaknesses may be negotiated to correct proposal deficiencies, at the discretion of the Contracting Officer.
- 3) Identification of proposals that were rated as "acceptable" or "exceptional."