

REQUEST FOR QUOTATION <i>(THIS IS NOT AN ORDER)</i>			THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET ASIDE		PAGE OF PAGES 1 1
1. REQUEST NO. AG-4756-S-15-0029	2. DATE ISSUED 08/10/2015	3. REQUISITION/PURCHASE REQUEST NO.		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
5a. ISSUED BY USDA FOREST SERVICE CHEROKEE NATIONAL FOREST 2800 NORTH OCOEE STREET CLEVELAND TN 37312			6. DELIVERY BY (Date) Multiple		
5b. FOR INFORMATION CALL: (No collect calls)			7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)		
NAME NINA BARROW			9. DESTINATION a. NAME OF CONSIGNEE CHEROKEE NATIONAL FOREST		
AREA CODE 423			TELEPHONE NUMBER NUMBER 476-9706		
8. TO: a. NAME			b. STREET ADDRESS 2800 NORTH OCOEE STREET		
b. COMPANY			c. CITY CLEVELAND		
c. STREET ADDRESS			d. STATE TN		
d. CITY			e. ZIP CODE 37312		
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 09/01/2015 1600 ET		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.			

11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Timber Marking Services, Buck Branch and Big Branch Timber Sales, Tellico Ranger District (see Schedule of Items, pg. 2) DUNS #: _____ Registered in SAM? ____ yes ____ no Contract time: 45 days. Work to be accomplished 10/1/15 - 2/15/16. Prebid meeting is not scheduled.				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations are are not attached

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE	
b. STREET ADDRESS					AREA CODE	
c. COUNTY			a. NAME (Type or print)		NUMBER	
d. CITY			e. STATE		f. ZIP CODE	
			c. TITLE (Type or print)			

SECTION B - Supplies or Services/Prices
SCHEDULE OF ITEMS

Item 1: Contractor shall provide all labor, supervision, materials, transportation, equipment (except that furnished by the Government), and incidentals to mark timber and estimate volume for two proposed timber sales on the Tellico Ranger District, Monroe County, TN.

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Timber Marking, Big Branch and Buck Branch Timber Sales	126	acre	\$	\$

Note to Contractors: Registration in the System for Award Management (SAM) is not required for submission of quote; however, registration must be completed within 5 days of notification of award. Access SAM at www.sam.gov/ Registration is free.

A complete quote package will include:

- Cover Sheet, SF-18 (complete blocks 13, 14, 15 and 16)
- Completed Section B, Schedule of Items,
- Completed Section K, Representations and Certifications (check all boxes that apply)
- Written Response to Section M – Evaluation Factors

Quotes may be faxed (423-339-8635), emailed to nbarrow@fs.fed.us, or mailed hard-copy to:

Cherokee National Forest
Attn.: Nina Barrow
2800 North Ocoee Street
Cleveland TN 37312

A pre-bid meeting will not be held. If you wish to review/tour the sites or if you have questions about technical aspects of this solicitation, contact Mike Keller at 423-338-3302, mskeller@fs.fed.us

SECTION C - Description/Specifications**SCOPE OF CONTRACT**

Contractor shall provide timber marking and volume estimation service for the Buck Branch and Big Branch Timber Sales on the Tellico Ranger District, Cherokee National Forest in compliance with its terms, specifications, and provisions. This includes furnishing labor, materials, equipment, tools, instruments, supplies, transportation, professional services and supervision, except that which is designated as Government-furnished property in Section C.7.

PRICE RANGE: Less than \$25,000

LOCATION AND DESCRIPTION

C.3 Location- Project location (See attached site maps) is on the Cherokee National Forest, in Monroe County Tennessee. The number of acres may vary with the final Forest Service acreage determination.

<u>Compartment</u>	<u>Stand</u>	<u>Acres</u>	<u>Type of Cut</u>
53	5	24 GPS	Shelterwood
43	12	29 EST	Seedtree
43	14	11 GPS	Seedtree
43	15	25 EST	Seedtree
53	19	<u>37 EST</u>	Shelterwood

TOTAL: 126

- (a) Accessibility- Timber Sale Project areas may be reached by forest roads that are accessible by pickup truck.
- (b) Boundary Designation - Project areas are shown on the attached map (Vicinity Map). All harvest unit boundaries will be established by the Forest Service and the perimeter of each area will be delineated with trees marked with orange paint spots below stump height and also at 5 to 6 feet above ground, unless an Forest Service road is used as a boundary.
- (c) Area Determination - All acreages for payment units will be determined by the Forest Service using GPS technology or a hip chain and compass.

TECHNICAL SPECIFICATIONS

C.4 Selecting Timber for Harvest - The Contractor shall select and mark trees for harvest according to the general marking instructions and detailed prescriptions. For a tree to be designated for harvest, it must meet minimum tree specifications and include one minimum piece.

- (a) All sawtimber trees to be marked will have one uphill and one downhill spot of paint at DBH and two spots of paint at stump level. All spots shall be a minimum of 3" in diameter. Paint shall be applied liberally to the stump spots and shall be in contact with the ground. Stump spots shall be applied on the downhill side

of the tree in a protected area. Pine straw, moss, or other litter shall be kicked or scraped away to paint stump spots.

(b) Mark all round wood with one uphill and one downhill spot at DBH and one spot at ground level as described above (Item (a)).

(c) All trees marked for cutting will be entered into the furnished hand held data recorder, and will be entered as instructions dictate.

(d) Check Trees shall be established for each sample group, depending upon sample intervals. Check trees shall be flagged with the following information written legibly on the flag: tree species, 1st and 2nd tree heights to cutoffs for saw timber and the total height to cutoff for pulpwood trees, the diameter at breast height, percentage of defect, if any, tree number, and the cruiser's initials.

C.5 Adherence to Residual Basal Area Objective – The Contractor shall use a 10 BAF (basal area factor) prism, relaskop, or other equivalent optical instrument to check the residual stand basal area during the marking of units to ensure that the prescription (cutting unit instructions) are met for each unit.

C.6 Contractor Furnished Property – The Contractor shall furnish the following property to fulfill the requirements of this contract:

- (A) Paint Gun
- (B) Plastic Flagging
- (C) Hand Held Compass
- (D) Clipboard with Storage Compartments,
- (E) Diameter Tape
- (F) 50, 75 Or 100 Foot Measuring Tape (Suitable For Use with Clinometers)
- (G) Height Measuring Tools (Clinometers or Equivalent)
- (H) Pencils
- (I) 10 Basal Area Factor Prism
- (J) Tally Counters

C.7 Government Furnished Property – The following will be furnished by the Forest Service at post award conference:

- (a) Maps - Topography, type and project work maps.
- (b) Field Data Recorder. Contractor must use data recorder furnished by the Government. No substitute will be allowed.
- (c) Tree marking paint (See below for paint use guidance).
- (d) Region 8 Qualified Cruiser Training Material and Forest Service Handbook (2409.12) (Timber Cruising Handbook).
- (e) The Government will furnish data recorder instructions. The data recorder is used to record all cruise data on this timber sale. The timber sale will be set up in the recorder by the COR or inspector of the contract prior to delivering it to the contractor. All instructions for use of the data recorder, including its operation and care, will also be provided by the COR or inspector of the contract. The hands on training in the use of the data recorder will occur at the start of the contract, but is not expected to last longer than 3 days. After the training period, the contractor will be expected to operate the recorder independently.
- (f) The data recorder shall be returned in good working condition to the COR at the conclusion of the contract. Final payment will not occur until the recorder and other government furnished property has been returned to the COR or inspector assigned to the contract.

TREE MARKING PAINT GUIDANCE

- (a) The Government will sign out the paint to the Contractor using the "Paint Sign-Out Form" (see Section J). The quantity signed out will be the estimated amount needed for up to a 1-week period, unless otherwise stated in the contract.
- (b) The time and location for pick-up and return of paint cans (full and empty) will be at a time and location agreed to between the Contractor and the Government. ALL paint cans (empty, partially used or unused) shall be returned to the Government at a location agreed to at the post award conference.
- (c) There will be strict accountability for all paint cans, regardless of amount of content or lack thereof. The Contractor shall keep the paint cans under LOCK AND KEY, except for the paint being used or carried into the field to be used. A daily log shall be maintained by the Contractor to show paint usage and shall be provided to the Government upon request.
- (d) For EACH paint can that is not returned, the Contractor shall submit a written report describing in detail the circumstances which caused the misplacement of the paint can(s), along with security measures implemented in order to prevent further losses. In addition, the Contractor shall pay the Government the purchase price of a full can of paint, including administrative costs, for each can that is not returned. (A law enforcement investigation will be conducted if any paint can is not returned to the Government).

MEASUREMENT AND PAYMENT

1. Method of Measurement- Check cruise must be made and work accepted by the Contracting Officer in accordance with specification listed under Section E before payment will be made. Acreages shown in the contract may be estimated. If acreages are estimated, final determination of acreages included within the unit boundaries will be made by the Government using GPS (Global Positioning System) technology, or a hip chain and compass.
2. Payment- Progress payments can be made based on the completion and acceptance of a payment unit. The last payment may be held until all government furnished property has been returned. Should any government property used by the contractor be returned in a damaged state, the contractor shall bear the cost of repair or replacement of that equipment.

452.211-72 Statement of Work/Specifications. (FEB 1988)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications referenced in Section J.

452.211-73 Attachments to Statements of Work/Specifications. (FEB 1988)

The attachments to the Statement of Work/Specifications listed in Section J are hereby made part of this solicitation and any resultant contract.

D - Packaging and Marking

(For this Solicitation, there are NO clauses in the Section)

SECTION E - Inspection and Acceptance

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

(a) *Definition:* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may -

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may -

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

FOREST SERVICE INSPECTION PROCEDURES:

E.1 Forest Service Inspection Procedures:

E.1 Site Visit

(a) Potential contractors for specific projects are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the costs

of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

E.2 Periodic Data Recorder Downloads - The data that is recorded on the data recorder must be backed up on a Government computer, so the contractor must provide the COR or inspector the data recorder before or by the end of each 3 day period so the data can be downloaded. Each download will take 10 to 15 minutes of computer time. Any missing or erroneous data collection measurements discovered after any download, shall be corrected/provided by the contractor prior to the next download.

E.3 Instrument Acceptance and Calibration - The Contractor shall provide for inspection and acceptance by the Government of all instruments used for tree measurement. Instruments shall be checked for calibration periodically. Measurements shall be made against known and established measures, to insure accurate measurements. The Contractor shall use a 10 basal area factor on instruments used and on measurements recorded and submitted to the Government when basal area information is required.

E.4 Quality Assurance Surveillance Plan - Surveillance by the Government of the Contractor's quality assurance will be based on three types of inspections: (a) adherence to marking prescription, (b) adherence to unit requirements, and (c) accuracy of volume estimation.

(a) Inspection for Adherence to Marking Prescription.

(1) The Contractor will submit a copy of the Prescription and Basal Area Check Plots form to the COR. The Government will randomly locate points within each intermediate harvest unit to check for adherence to marking prescriptions and to compare to the Contractor's inspections. The following factors will be considered in determining whether or not a stand has been marked to the prescription.

(i) Residual Basal Area (BA) - the residual BA must be +/-10 BA of the designated residual for that unit. Residual BA is by far the most critical factor to be used to determine if the stand has been marked properly, regardless of the amount of BA specified to be removed.

(2) When differences do occur, one of the following explanations should apply:

(i) It will be obvious to the inspector why a change was made to the prescription. This could be due to the need to leave more or less BA than stated in the prescription because of variation in species, DBH, or spacing or to provide access for logging equipment.

OR

(ii) When not obvious to the inspector, the Contractor or representative can explain why the deviations were made and the reason is acceptable to the inspector.

(3) If neither of the above conditions is met, the Contractor may be required to remark the stand to the satisfaction of the Government at the Contractor's expense.

(b) Inspection for Adherence to Unit Requirements.

(1) Adherence to prescription specifications will be noted. This will include the general spacing of residual trees and the species of residual trees left, and adherence to the requirements of any mitigation measures such as riparian corridors, wildlife inclusion zones or other protection zones that will be delineated on the ground.

(2) The marking of individual sample trees will be noted to make sure information on cruise trees are legible and other markings conform to the direction given in this contract.

(3) The Contractor will be provided with regular critiques based on these observations. If changes in marker's practices are indicated, that adjustment will be expected within 24 hours.

(4) The Government will perform periodic tracer paint inspections.

(c) Inspection for Accuracy of Volume Estimation.

(1) A percentage of the sample trees in each of the units will be inspected and check cruised. Volumes from the Contractor must agree with the Government check estimate by +/-10 percent net volume for the sale as a whole.

(2) The percent variance of net volume will be calculated by dividing the difference between the Contractor's estimate and the Government's estimate and multiplying the result by 100.

(3) If the Contractor's volume is outside this tolerance and the Contractor requests, the Government will check an additional number of trees. Requests for re-inspection must be made in writing within 5 days after receipt of notice of initial inspection results. If the Contractor's figures are within +/-10 percent of the Government's estimate, the unit passes inspection of cruise trees. In this case, the Government will bear the costs of re-inspection and payment will be based on the re-inspection. If, however, the Contractor fails the second sample inspection, the Contractor shall re-measure all the cruise trees in the unit and pay the cost of the re-inspection. The cruise trees in the unit will then be inspected again as if it was the first time. This process could be repeated. The Contractor may accompany the Government inspection during the new inspection of the unit.

SECTION F - Deliveries or Performance**52.242-15 Stop-Work Order. (AUG 1989)****452.211-74 Period of Performance. (FEB 1988)**

The period of performance of this contract is from **October 1, 2015 through February 15, 2016**. A progress schedule will be required and at least **25%** of the contract work shall be completed by **December 30, 2015**.

SECTION G - Contract Administration Data**452.215-73 Postaward Conference. (NOV 1996)**

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

Ocoee Ranger District
3171 Hwy 64
Benton, TN 37307

SCHEDULE OF PERFORMANCE

(a) The Contractor shall submit an operating plan at the prework conference for each contract that outlines a schedule of performance. The plan shall be subject to the approval of the Contracting Officer and shall be updated if the Contractor falls behind scheduled dates by more than 10 percent.

(b) The Contractor shall plan on rainy/wet days when trees cannot be marked. The Contractor shall exercise prudent judgment as to when to start marking during rainy periods and when to stop once precipitation has begun. Resumption of marking following rainfall is at the Contractor's option. The Government reserves the right to stop the Contractor's marking if it is determined that weather is unsuitable and normal paint retention quality cannot be assured

SECTION H - Special Contract Requirements

452.237-74 Key Personnel. (FEB 1988)

- (a) The Contractor shall assign to this contract the following key personnel: **Lead Cruiser.**
- (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.

KEY PERSONNEL

1. At a minimum, the Contractor's Lead Cruiser must have had two years of experience doing cruising in timber types found in the Appalachian mountains of the Southeastern States and a Bachelor of Science (4 year) or Associate of Arts (2 year) degree in Forest Management. This alone, is no assurance that performance will meet all contract requirements.

All cruisers must pass a Forest Service certification program that includes a written test on timber cruising with a minimum score of 70% and a hot check administered by the district checker. The hot checks will consist of a minimum of 15 sawtimber trees and 10 pulpwood trees. These requirements are outlined in FSH 2409.12, Chapter 60.

2. Confidential Nature of Information and Conflicts-of-Interest –

(a) The Contractor shall not divulge, and shall take all reasonable steps to insure that no member of its organization divulges, any information concerning this Timber Sale Data to any person other than those duly authorized representatives of the Contracting Officer.

(b) In addition, neither the contractor, his/her employees may be involved in bidding on any timber sales resulting from this contract.

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.arnet.gov/far/
www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATIONS (48 CFR CHAPTER 1) CLAUSES

- 52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011)**
- 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (AUG 2013)**
- 52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)**
- 52.219-6 Notice of Total Small Business Set-Aside. (NOV 2011)**
- 52.222-3 Convict Labor. (JUN 2003)**
- 52.222-21 Prohibition of segregated facilities. (APR 2015)**
- 52.222-26 Equal Opportunity. (APR 2015)**
- 52.222-36 Equal Opportunity for Workers with Disabilities. (JUL 2014)**
- 52.222-41 Service Contract Labor Standards. (MAY 2014)**
- 52.222-50 Combating Trafficking in Persons. (MAR 2015)**
- 52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011)**
- 52.223-6 Drug-Free Workplace. (MAY 2001)**
- 52.232-1 Payments. (APR 1984)**
- 52.232-8 Discounts for Prompt Payment. (FEB 2002)**
- 52.232-11 Extras. (APR 1984)**
- 52.232-23 Assignment of Claims. (MAY 2014)**
- 52.232-25 Prompt payment. (JUL 2013)**
- 52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)**
- 52.233-1 Disputes. (MAY 2014)**
- 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)**
- 52.245-1 Government Property. (APR 2012)**
- 52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form). (APR 1984)**
- 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)**
- 52.204-7 System for Award Management. (JUL 2013)**

(a) Definitions. As used in this provision-

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

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for

Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

Registered in the System for Award Management (SAM) database means that-

- (1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record "Active".

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

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

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

(1) An offeror may obtain a DUNS number-

- (i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

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

- (i) Company legal business. (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized. (iii) Company Physical Street Address, City, State, and Zip Code. (iv) Company Mailing Address, City, State and Zip Code (if separate from physical). (v) Company Telephone Number. (vi) Date the company was started. (vii) Number of employees at your location. (viii) Chief executive officer/key manager. (ix) Line of business (industry). (x) Company Headquarters name and address (reporting relationship within your entity).

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

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

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

52.222-42 Statement of Equivalent Rates for Federal Hires. (MAY 2014)

In compliance with the Service Contract Labor Standards statute 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: GS-07, Forester

Monetary Wage - Fringe Benefits: \$18.77/hour

FRINGE BENEFITS

<u>Paid Holidays</u>	<u>Paid Vacation</u>	<u>Health and Insurance</u>
1. New Year's Day	2 hours Annual Leave each week	5.1% of hourly rate
2. M. L. King's Birthday	with less than 3 years service.	
3. Washington's Birthday	3 hours Annual Leave each week	
4. Memorial Day	with 3 but less than 15 years service.	
5. Independence Day	4 hours Annual Leave each week	<u>Retirement</u>
6. Labor Day	with 15 or more years service.	7% of hourly rate
7. Columbus Day		
8. Veteran's Day		
9. Thanksgiving Day		
10. Christmas Day		

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

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (2) Method of shipment or packing.
- (3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

**52.232-40 Providing Accelerated Payments to Small Business Subcontractors.
(DEC 2013)**

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(d) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

52.244-6 Subcontracts for Commercial Items. (APR 2015)

(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) (41 U.S.C. 3509), 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 (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers 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) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212(a));

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

(ix) 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.

(x)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xi) 52.222-55, Establishing a Minimum Wage for Contractors (E.O. 13658) (DEC 2014).

(xii) 52.225-26, Contractors Performing Private Security Functions Outside the United States JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xiv) 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.

52.245-2 Government Property Installation Operation Services. (APR 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause: FAR 52.245-1, Government Property

452.237-70 Loss, Damage, Destruction or Repair. (FEB 1988)

(a) For equipment furnished under this contract without operator, the Government will assume liability for any loss, damage or destruction of such equipment, not to exceed a total of **NO LIABILITY ASSUMED** except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents or employees.

(b) For equipment furnished under this contract with operator, the Government shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligent or wrongful act(s) of Government employee(s) while acting within the scope of their employment.

(c) All repairs to equipment furnished under this contract shall be made by the Contractor and reimbursement, if any, shall be determined in accordance with (a) or (b) above. Repairs shall be made promptly and equipment returned to use within 48 hours. In lieu of repairing equipment, the Contractor may furnish similar replacement equipment within the time specified. The Contractor may authorize the Government to make repairs upon the request of the Contracting Officer. In such case, the Contractor will be billed for labor and parts costs.

SECTION J - List of Documents, Exhibits and Other Attachments

Attachment Number	Attachment Title	Number of Pages
1	Cruise Plan, Big Branch Timber Sale	3
2	Stand Treatment Card, Big Branch/7/0043/0012	2
3	Stand Treatment Card, Big Branch/2/0043/0014	2
4	Stand Treatment Card, Big Branch/3/0043/0015	2
5	Stand Treatment Card, Big Branch/4/0053/0019	2
6	Cruise Plan, Buck Branch Timber Sale	3
7	Stand Treatment Card, Buck Branch/1/0053/0005	2
8	Timber Cruising Handbook	28
9	Tracer Paint Issue & Inventory Record, FS-2400-65	2
10	Prescription & Basal Area Check Plots	1
11	Sawtimber/Pulpwood Tree Cut-off Guide	1
12	Definitions	1
13	Contractor Daily Log	1
14	Defect Guide	6
15	Region 8 Species List	1
16	Vicinity Map	1
17	Wage Determination	9

SECTION K - Representations, Certifications, and Other Statements of Bidders**52.204-8 Annual Representations and Certifications. (DEC 2014)**

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

(2) The small business size standard is **\$7.5 million dollars average annual receipts for the preceding three fiscal years**

(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 provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM 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 SAM 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 provision at 52.204-7, System for Award Management.

(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.

(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 Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) 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 \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III 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 Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

(Contracting Officer check as appropriate.)

(i) 52.204-17, Ownership or Control of Offeror.

(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 Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.

(iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards 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 SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM 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 No.[_____]

Title[_____]

Date[_____]

Change[_____]

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 SAM.

52.219-28 Post-Award Small Business Program Rerepresentation. (JUL 2013)

(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/content/table-small-business-size-standards>.

(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 representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, 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 (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM 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 _____ assigned to contract number _____.

52.209-5 Certification Regarding Responsibility Matters. (APR 2010)

(a)(1) **The Offeror certifies, to the best of its knowledge and belief, that-**

(i) The Offeror and/or any of its Principals-

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

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have [], have not [], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the

liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has []has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AGAR 452.209-70 Representation by Corporations Regarding an Unpaid Delinquent Tax

REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION (DEVIATION 2012-01) (FEB 2012)

(a) Awards made under this solicitation are subject to the provisions contained in sections 738 and

739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012 (P.L. No. 112-55), Division A, as amended and/or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that -

(1) The Offeror is [___], is not [___] (check one) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

If the Offeror checked "is" above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked "is not" above, Offeror may leave the remainder of the representation blank.

(2) (i) The Offeror **has [___], has not [___] (check one)** been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.

(ii) The Offeror has , **has not** (**check one**) **had** any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal or State law in the 24 months preceding the date of offer.

(3) The Offeror **does** , **does not** (**check one**) have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

AGAR 452.209-71 ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS

ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS

(a) This award is subject to the provisions contained in sections 738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act,

2012, P.L. No. 112-55, Division A, as amended and/or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it -

(1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal or State law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, [insert agency name] may terminate this contract for default and may recover any funds the awardee has received in violation of sections 738 or 739, as amended and/or subsequently enacted.

SECTION L - Instructions, Conditions, and Notices to Bidders

52.215-1 Instructions to Offerors - Competitive Acquisition. (JAN 2004)

52.216-1 Type of Contract. (APR 1984)

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

52.237-1 Site Visit. (APR 1984)

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

A pre-bid meeting will not be held. If you wish to review/tour the sites or if you have questions about technical aspects of this solicitation, contact Mike Keller at 423-338-3302, mskeller@fs.fed.us

452.204-70 Inquiries. (FEB 1988)

SECTION M - Evaluation Factors for Award

Award will be made on a best-value basis to the firm whose price and other factors are most advantageous to the Government. Other factors to be considered include past performance and experience. Past performance and experience, when combined, are somewhat more important than price.

EVALUATION CRITERIA

Responses to this solicitation will be evaluated on the basis of the following criteria, which are listed in descending order of importance. Include a narrative response to these questions with your quotation.

(a) Qualifications and Technical Excellence

1. Recent experience of key personnel in cruising/marketing in Southern Appalachian forest areas similar to those to be included in the contract
2. Skills of key personnel in marking and volume estimation.
3. Education and/or experience of key personnel to take measurements and make calculations to estimate timber yield (cruise) meeting Forest Service accuracy standards. Contractors are required to be Forest Service certified. Certifications from the Cherokee National Forest will be accepted.
4. Understanding of and ability to accomplish prescriptions listed in Section C and further defined by the cutting unit cards attached in Section J.

(b) Management capability and past performance that demonstrates ability to meet the needs of the Forest Service, both organizationally and technically.

(c) Quality Assurance Plan

1. How you will perform quality control on your product