

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE 1 OF	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER AG-02RC-S-12-0062	
7. FOR SOLICITATION INFORMATION CALL: <input type="checkbox"/>		a. NAME Ivory Carr, Contract Specialist		b. TELEPHONE NUMBER (No collect calls) (208) 765-7272 (208)765-7229 Fax		6. SOLICITATION ISSUE DATE 04/18/2012	
						8. OFFER DUE DATE/LOCAL TIME May 2, 2012 4:30 pm Pacific Time	
9. ISSUED BY USDA Forest Service Idaho Montana Acquisition Team (IMAT) 3815 Schreiber Way Coeur d'Alene ID 83815		CODE		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE 100 % FOR <input type="checkbox"/> EMERGING SMALL BUSINESS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 115310 SIZE STANDARD: \$5.0 million		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS	
						13A. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)	
						13B. RATING	
						14. METHOD OF SOLICATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO Idaho Panhandle National Forests		CODE		16. ADMINISTERED BY Idaho Montana Acquisition Team (IMAT) Field Unit 3815 Schreiber Way Coeur d Alene ID 83815 FAX 208 765-7229			
17a. CONTRACTOR/ OFFERER CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE			
TELEPHONE NO. FAX NO. E-Mail Address:		DUNS #		Idaho Panhandle National Forests 3815 Schreiber Way Coeur d Alene ID 83815			
<input type="checkbox"/> 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18A UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		Road Maintenance, Call When Needed (CWN) Operated Equipment Services Idaho Panhandle National Forests				23. UNIT PRICE	
						24. AMOUNT	
						Submit prices in Schedule of Items	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5.				<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>ONE</u> TO ISSUING OFFICE, CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN				[] 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (Signature Of Contracting Officer)			
30b. NAME AND TITLE OF SIGNER		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER IVORY CARR		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE	
32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER		38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	
42a. RECEIVED BY (Print)		42b. RECEIVED AT (Location)		42c. DATE REC'D (YYMMDD)		42d. TOTAL CONTAINERS	

Continuation Blocks 19-24.

**IDAHO PANHANDLE NATIONAL FORESTS
Benewah, Latah, Shoshone, Kootenai, Bonner, Boundary Counties, Idaho and
Pend Oreille County, WA**

SCHEDULE OF ITEMS: To quote prices for more than one piece of equipment under the same item number, use additional sheets of paper as needed.

PURPOSE AND INTENT: It is the intent of the Government to enter into multiple Blanket Purchase Agreements (BPAs) to provide the necessary and required operated equipment services specified herein, under the terms of this solicitation. Where the term “contract” may be used herein, it shall refer to the resultant BPA or any resulting BPA Call Order placed under a BPA. Refer to the Ordering and Scope of Contract for full explanation.

Item No.	Description	Pay Unit	Unit Price
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1	Transport	HR	\$ _____
Rate for Extended Move-Between rate for all locations/items (Moves in excess of 30 miles, reference Method of Payment, (c) Move Between Job Locations)			

2	Wheel Front-End Loader (130-160HP)		
Bucket available with: Straight Edge _____ Rock Teeth _____ HP _____			
Year _____ Make _____ Model _____ Bucket Capacity _____			
2a North Zone		HR	\$ _____
2b Mobilization, Priest Lake		LS	\$ _____
2c Mobilization, Bonners Ferry		LS	\$ _____
2d Mobilization, Sandpoint		LS	\$ _____
2e Move Between Job Locations		LS	\$ _____
2f Central Zone		HR	\$ _____
2g Mobilization, Silver Valley/Fernan		LS	\$ _____
2h Move Between Job Locations		LS	\$ _____
2i South Zone		HR	\$ _____
2j Mobilization, Avery		LS	\$ _____
2k Mobilization, St Maries		LS	\$ _____
2l Move Between Job Locations		LS	\$ _____

3 Wheel Front-End Loader (160-250HP)

Bucket available with: Straight Edge _____ Rock Teeth _____ HP _____

Year _____ Make _____ Model _____ Bucket Capacity _____

3a North Zone	HR	\$
3b Mobilization, Priest Lake	LS	\$ _____
3c Mobilization, Bonners Ferry	LS	\$ _____
3d Mobilization, Sandpoint	LS	\$ _____
3e Move Between Job Locations	LS	\$ _____

3f Central Zone	HR	\$
3g Mobilization, Silver Valley/Fernan	LS	\$ _____
3h Move Between Job Locations	LS	\$ _____

3i South Zone	HR	\$
3j Mobilization, Avery	LS	\$ _____
3k Mobilization, St Maries	LS	\$ _____
3l Move Between Job Locations	LS	\$ _____

4 Water Truck (minimum 3,000-4500 gallon) Gallons _____

Year _____ Make _____ Model _____ Size of Pump/GPM _____

4a North Zone	HR	\$
4b Mobilization, Priest Lake	LS	\$ _____
4c Mobilization, Bonners Ferry	LS	\$ _____
4d Mobilization, Sandpoint	LS	\$ _____
4e Move Between Job Locations	LS	\$ _____

4f Central Zone	HR	\$
4g Mobilization, Silver Valley/Fernan	LS	\$ _____
4h Move Between Job Locations	LS	\$ _____

4i South Zone	HR	\$
4j Mobilization, Avery	LS	\$ _____
4k Mobilization, St Maries	LS	\$ _____
4l Move Between Job Locations	LS	\$ _____

5	Endloader/Backhoe (4-wheel drive) HP _____	Digging Depth _____
Year _____ Make _____ Model _____		
5a North Zone		HR \$ _____
5b Mobilization, Priest Lake	LS	\$ _____
5c Mobilization, Bonners Ferry	LS	\$ _____
5d Mobilization, Sandpoint	LS	\$ _____
5e Move Between Job Locations	LS	\$ _____
5f Central Zone		HR \$ _____
5g Mobilization, Silver Valley/Fernan	LS	\$ _____
5h Move Between Job Locations	LS	\$ _____
5i South Zone		HR \$ _____
5j Mobilization, Avery	LS	\$ _____
5k Mobilization, St Maries	LS	\$ _____
5l Move Between Job Locations	LS	\$ _____

6	End Dump Truck	Cubic Yards _____
Year _____ Make _____ Model _____ Titlt Bed _____		
6a North Zone		HR \$ _____
6b Mobilization, Priest Lake	LS	\$ _____
6c Mobilization, Bonners Ferry	LS	\$ _____
6d Mobilization, Sandpoint	LS	\$ _____
6e Move Between Job Locations	LS	\$ _____
6f Central Zone		HR \$ _____
6g Mobilization, Silver Valley/Fernan	LS	\$ _____
6h Move Between Job Locations	LS	\$ _____
6i South Zone		HR \$ _____
6j Mobilization, Avery	LS	\$ _____
6k Mobilization, St Maries	LS	\$ _____
6l Move Between Job Locations	LS	\$ _____

7	Backhoe/Dump Combination	Cubic Yards _____
Year _____ Make _____ Model _____		
7a North Zone		HR \$ _____
7b Mobilization, Priest Lake	LS	\$ _____
7c Mobilization, Bonners Ferry	LS	\$ _____
7d Mobilization, Sandpoint	LS	\$ _____
7e Move Between Job Locations	LS	\$ _____
7f Central Zone		HR \$ _____
7g Mobilization, Silver Valley/Fernan	LS	\$ _____
7h Move Between Job Locations	LS	\$ _____
7i South Zone		HR \$ _____
7j Mobilization, Avery	LS	\$ _____
7k Mobilization, St Maries	LS	\$ _____
7l Move Between Job Locations	LS	\$ _____

8	End Dump Truck-Rock Box	Cubic Yards _____
Year _____ Make _____ Model _____		
8a North Zone		HR \$ _____
8b Mobilization, Priest Lake	LS	\$ _____
8c Mobilization, Bonners Ferry	LS	\$ _____
8d Mobilization, Sandpoint	LS	\$ _____
8e Move Between Job Locations	LS	\$ _____
8f Central Zone		HR \$ _____
8g Mobilization, Silver Valley/Fernan	LS	\$ _____
8h Move Between Job Locations	LS	\$ _____
8i South Zone		HR \$ _____
8j Mobilization, Avery	LS	\$ _____
8k Mobilization, St Maries	LS	\$ _____
8l Move Between Job Locations	LS	\$ _____

9 Road Grader, 12 foot moldboard, HP _____ Year _____

Make _____ Model _____ Wing _____ Weight _____

Attachments available _____

9a North Zone	HR	\$
9b Mobilization, Priest Lake	LS	\$ _____
9c Mobilization, Bonners Ferry	LS	\$ _____
9d Mobilization, Sandpoint	LS	\$ _____
9e Move Between Job Locations	LS	\$ _____
9f Central Zone	HR	\$
9g Mobilization, Silver Valley/Fernan	LS	\$ _____
9h Move Between Job Locations	LS	\$ _____
9i South Zone	HR	\$
9j Mobilization, Avery	LS	\$ _____
9k Mobilization, St Maries	LS	\$ _____
9l Move Between Job Locations	LS	\$ _____

10 Road Grader, 14 foot moldboard, HP _____ Year _____

Make _____ Model _____ Wing _____ Weight _____

Attachments available _____

10a North Zone	HR	\$
10b Mobilization, Priest Lake	LS	\$ _____
10c Mobilization, Bonners Ferry	LS	\$ _____
10d Mobilization, Sandpoint	LS	\$ _____
10e Move Between Job Locations	LS	\$ _____
10f Central Zone	HR	\$
10g Mobilization, Silver Valley/Fernan	LS	\$ _____
10h Move Between Job Locations	LS	\$ _____
10i South Zone	HR	\$
10j Mobilization, Avery	LS	\$ _____
10k Mobilization, St Maries	LS	\$ _____
10l Move Between Job Locations	LS	\$ _____

11 Crawler Tractor (80-120HP) HP _____ Year _____

Make _____ Model _____ No. of Ripper Shanks _____

Ripper: _____ Type of Blade: Angle or U Blade _____

11a North Zone	HR	\$
11b Mobilization, Priest Lake	LS	\$ _____
11c Mobilization, Bonners Ferry	LS	\$ _____
11d Mobilization, Sandpoint	LS	\$ _____
11e Move Between Job Locations	LS	\$ _____
11f Central Zone	HR	\$
11g Mobilization, Silver Valley/Fernan	LS	\$ _____
11h Move Between Job Locations	LS	\$ _____
11i South Zone	HR	\$
11j Mobilization, Avery	LS	\$ _____
11k Mobilization, St Maries	LS	\$ _____
11l Move Between Job Locations	LS	\$ _____

12 Crawler Tractor (120-139HP) HP _____ Year _____

Make _____ Model _____ No. of Ripper Shanks _____

Ripper: _____ Type of Blade: Angle or U Blade _____

12a North Zone	HR	\$
12b Mobilization, Priest Lake	LS	\$ _____
12c Mobilization, Bonners Ferry	LS	\$ _____
12d Mobilization, Sandpoint	LS	\$ _____
12e Move Between Job Locations	LS	\$ _____
12f Central Zone	HR	\$
12g Mobilization, Silver Valley/Fernan	LS	\$ _____
12h Move Between Job Locations	LS	\$ _____
12i South Zone	HR	\$
12j Mobilization, Avery	LS	\$ _____
12k Mobilization, St Maries	LS	\$ _____
12l Move Between Job Locations	LS	\$ _____

13 Excavator (40-65HP) HP _____ Year _____

Make _____ Model _____ 2-Speed Travel Capable Y/N _____

Bucket size _____ Digging Depth _____ Hydraulic Thumb _____

13a North Zone	HR	\$
13b Mobilization, Priest Lake	LS	\$
13c Mobilization, Bonners Ferry	LS	\$
13d Mobilization, Sandpoint	LS	\$
13e Move Between Job Locations	LS	\$
13f Central Zone	HR	\$
13g Mobilization, Silver Valley/Fernan	LS	\$
13h Move Between Job Locations	LS	\$
13i South Zone	HR	\$
13j Mobilization, Avery	LS	\$
13k Mobilization, St Maries	LS	\$
13l Move Between Job Locations	LS	\$
13m Option: Rock Hammer, additional price, if ordered	HR	\$

14 Excavator (65-100HP) HP _____ Year _____

Make _____ Model _____ 2-Speed Travel Capable Y/N _____

Bucket size _____ Digging Depth _____ Hydraulic Thumb _____

14a North Zone	HR	\$
14b Mobilization, Priest Lake	LS	\$
14c Mobilization, Bonners Ferry	LS	\$
14d Mobilization, Sandpoint	LS	\$
14e Move Between Job Locations	LS	\$
14f Central Zone	HR	\$
14g Mobilization, Silver Valley/Fernan	LS	\$
14h Move Between Job Locations	LS	\$
14i South Zone	HR	\$
14j Mobilization, Avery	LS	\$
14k Mobilization, St Maries	LS	\$
14l Move Between Job Locations	LS	\$
14m Option: Rock Hammer, additional price, if ordered	HR	\$

15 Excavator (100HP)

Year _____ Make _____ Model _____ 2-Speed Travel Capable Y/N _____

Bucket size _____ Digging Depth _____ Hydraulic Thumb _____

15a North Zone	HR	\$
15b Mobilization, Priest Lake	LS	\$ _____
15c Mobilization, Bonners Ferry	LS	\$ _____
15d Mobilization, Sandpoint	LS	\$ _____
15e Move Between Job Locations	LS	\$ _____
15f Central Zone	HR	\$
15g Mobilization, Silver Valley/Fernan	LS	\$ _____
15h Move Between Job Locations	LS	\$ _____
15i South Zone	HR	\$
15j Mobilization, Avery	LS	\$ _____
15k Mobilization, St Maries	LS	\$ _____
15l Move Between Job Locations	LS	\$ _____
15m Option: Rock Hammer, additional price, if ordered	HR	\$

16 Excavator (150HP)

Year _____ Make _____ Model _____ 2-Speed Travel Capable Y/N _____

Bucket size _____ Digging Depth _____ Hydraulic Thumb _____

16a North Zone	HR	\$
16b Mobilization, Priest Lake	LS	\$ _____
16c Mobilization, Bonners Ferry	LS	\$ _____
16d Mobilization, Sandpoint	LS	\$ _____
16e Move Between Job Locations	LS	\$ _____
16f Central Zone	HR	\$
16g Mobilization, Silver Valley/Fernan	LS	\$ _____
16h Move Between Job Locations	LS	\$ _____
16i South Zone	HR	\$
16j Mobilization, Avery	LS	\$ _____
16k Mobilization, St Maries	LS	\$ _____
16l Move Between Job Locations	LS	\$ _____
16m Option: Rock Hammer, additional price, if ordered	HR	\$

17 Support Vehicle HR \$ _____

Description (Year/Make/Model/Etc): _____

Support Vehicle may be ordered at the sole discretion of the Government and may not be utilized on all Districts. The following conditions must exist before the Government may consider authorizing a Support Vehicle:

- 1. The estimated duration of the project must be more than two (2) days, and**
- 2. The job site must be more than thirty (30) miles from the contractor’s home base**

18 Miscellaneous Power Tools DAY \$ _____

Description (Potential tools could include whacker packer, cutting torch, water pump, etc). Please state here which tools may be rented/from where or if the tools are owned by the contractor:

Power Tools may be ordered at the sole discretion of the Government and may not be utilized on all Districts. These are for highly specialized repair projects. The Government reserves the option to use Government personnel and tools for these specialized repairs.

HR – Hourly LS – Lump Sum Day - Daily

If you offer more than one piece of equipment under the same item, add an additional sheet for each piece offered. DO NOT add other types of equipment which are not listed on the Schedule of Items, Items 1-18.

NOTE: Prices for Mobilization are the total for both move-in and move-out costs and must be given for each Zone location for which the Quoter wishes to be considered. Quotes must be completed for the hourly/daily equipment rates as well as for the Lump Sum Mobilization and Move Between rates for each item/location offered, where applicable. Equipment substitutions of at least equivalent or better equipment, as determined by the Government, may be approved at the time of order for the same price as the awarded equipment. Multiple agreements for all items are anticipated to provide adequate equipment to meet the Government’s needs, however it is the Government’s intent to award only as many BPAs as are reasonably expected to be used.

BASIS OF AWARD: Blanket Purchase Agreements (BPA’s) will be awarded by item to the Quote(s) providing best value to the Government. Past performance, technical ability (includes operator experience and available/quality of equipment), and price will be considered in evaluation. Evaluation criteria of technical ability, past performance, variety of equipment available, and price are listed in descending order of importance. **Information provided on the Experience Questionnaire, Past Performance Information Sheet and the Schedule of Items (equipment and prices) will be used in the evaluation for award.**

All vendors doing business with the Federal Government are required to register in **CCR before an agreement can be signed** and maintain this registration annually. It is the intent of the Government to hire

operated equipment on a call when needed basis for various road maintenance projects during the work season. BPA Call Orders will be issued as work needs are identified. The ordering procedure is specified in ADDENDUM TO 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS, ORDERING.

Authorized Ordering Officials: The following individuals are authorized to place orders under this contract: Any R1-IMAT Warranted Contracting Officer.

SUBMIT THE FOLLOWING AS YOUR QUOTE:

1. SF1449-signed
2. Schedule of Items with prices and equipment listed
3. Experience Questionnaire or equivalent, include Past Performance Information.
4. State of Idaho Certificate of Workers' Compensation Insurance Form
5. Contractor must be registered in CCR and ORCA prior to award (See FAR Clause 52.212-3)
Recommend Contractor register in ORCA electronically at <http://orca.bpn.gov>)

Questions concerning registrations, certifications or assistance with preparing quotes, should be addressed to the Procurement Technical Assistance Center (PTAC). <http://www.aptac-us.org/new/>
PTAC contact in Boise, Idaho, Sundi Neely at (208) 334-2650 ext 2133.

Block 27: The full text of 52.212-4 and 52.212-5 may be accessed electronically at www.arnet.gov/far/

ADDENDUM TO 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS

Throughout this document the terms “Order” and “BPA Call” are used interchangeably and they are the actual identification of a project by the Government and an Order or BPA Call are the authorization/contractual document the Contracting Officer will issue to award a project to a Contractor.

MOVING OF EQUIPMENT

(a) **Mobilization.** Mobilization is the Ordered moving of equipment, accessories, support equipment, and personnel to the point of hire and from the point of release. There shall be one Mobilization for each Order, paid at the lump sum Mobilization price in the Schedule of Items, subject to the provisions in Method of Measurement.

Noxious Weed Control. Prior to moving of the equipment to the worksite, the Contractor shall be required to clean all equipment prior to entry on to the project area. This cleaning shall remove all dirt and plant parts and material that could carry noxious weed seeds into the project area. Failure to provide clean equipment may result in the rejection of equipment.

(b) **Move Between Job Locations.** Moving of equipment and specified accessories between job locations shall be paid at the lump sum rate, subject to the provisions contained in Method of Measurement. An extended rate will be paid when, at time move is ordered, it is determined the move will substantially exceed the average. The method of moving equipment between job locations shall be determined by the Contracting Officer. When the COR determines it is in the best interest of the Government for the equipment to be roaded under its own power to the next work site, the move will be paid at the hourly work rate in the schedule. Moving of support equipment and personnel between job locations shall be the Contractor’s responsibility and at the Contractor’s expense.

(c) Moving of equipment and/or specified accessories to and from or between jobs locations shall not exceed allowable legal size, capable of traveling roads with limited width and poor surface conditions.

ORDERING

(a) Services to be furnished under a resultant BPA shall be ordered by issuance of a BPA Call Order by the individuals designated in the Schedule. Such orders may be issued from **Date of Award through April 30, 2013.**

(b) All orders are subject to the terms and conditions of this BPA. In the event of conflict between a BPA Call Order and BPA, the BPA shall control.

(c) If mailed, an Order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods.

Ordering Procedure

(a) The Government intends to establish multiple BPAs for each piece of equipment listed in this solicitation under which future orders may be placed. **The Government does not guarantee that orders will be placed and the Contractor is not obligated to accept orders.** An order issued under this agreement becomes binding upon acceptance by the Contractor and a Notice to Proceed will be issued. The Order may be written to include the Notice to Proceed. Individual Orders placed under the BPAs shall not exceed \$25,000. The total dollar threshold is based upon on the total project value, even if more than one contractor’s equipment may need to be ordered to secure sufficient equipment for the project. The aggregate of all orders to any individual BPA contractor in an annual agreement period will be limited to not exceed \$150,000. The Government will determine which Contractor or combination of Contractors will be utilized for each project based upon the combination that best meets the requirements of the Government. Contractors shall be provided a fair opportunity to be considered for each BPA Call Order.

(b) At the time of need, the COR will determine which awarded piece of equipment is the best value to the Government for that project. When placing orders, the Contractor selected will be determined by: provision of the appropriate equipment (capability and efficiency), availability to perform when needed, operator experience and proficiency, past performance under previous orders, and price. If a Contractor fails to respond to the Ordering Official within 24 hours of initial contact, they may be considered unavailable and the order may be placed with the next available Contractor. If the contractor is unavailable, the evaluation will be repeated until a Contractor is selected for that project.

(c) Contractor Acceptance and Obligation. Upon acceptance of an order, the order becomes binding under all terms and conditions of this solicitation and resulting BPA and the Contractor is obligated to meet the requirements of the order as accepted. Return of the signed order and/or delivery and operation of ordered equipment constitutes acceptance. The Order will specify the work to be performed, the performance period, location of work, the equipment agreed upon to perform the work and the agreed upon estimated hours of work. This agreed upon estimate of work, applied to the Contractor's unit prices, will constitute the **Ceiling Price** (see Method of Payment) for the Order.

(d) Documentation. Electronic documentation of order and acceptance is acceptable insofar as the documentation thus received is clearly legible.

FAR 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984). Funds are not presently available for performance under this contract beyond **September 30, 2012** subsequent option year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond **September 30, 2012**, or subsequent option year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

METHOD OF MEASUREMENT

An hour consists of 60 minutes of actual operation of equipment on authorized Government work. Moving of equipment under its own power, when so ordered by the Forest Service, (except move-in/move-out) will constitute authorized work. Nonproductive time such as, but not restricted to, lack of operating supplies or qualified operator, service time, time lost by reason of breakdown or being stuck, or loading time of specified accessories shall not constitute "actual operation".

DAILY RECORD

The **Contractor and Government** shall maintain a daily record for each piece of equipment showing:

- (a) BPA and BPA Call number, and item number applicable to the equipment.
- (b) Name of Contractor, Operator, and Designated Representative (if applicable).
- (c) Project Location and hours of actual operation on authorized work to nearest quarter hour.
- (d) Hours of standby, move between sites (if any), and mobilization.
- (e) Include hours authorized for fueling, time of operation lost with explanation (if applicable).

This daily record can be documented on a shift ticket. The Operator performing the work or Designated Rep and the COR or Inspector shall sign the daily record each day. The daily record will be used to reconcile the contractor's proper invoice for payment. Appropriate Government surveillance of contractor performance is required to give reasonable assurance that efficient methods and effective cost controls are being used.

QUALIFYING REIMBURSABLES, LABOR-HOUR TERMS (FAR 52.212-4, (i) Payment.)

Payments will be made only for Services Accepted based upon the Hourly Rates in the Schedule of Items for Operated Equipment time and associated Mobilization and Moves. In lieu of specific modification to

the contrary, there shall be no payment for direct labor, other equipment or service costs, materials of any kind, or other direct or indirect costs.

AGAR 452.216-74 CEILING PRICE. (FEB 1988). The ceiling price of this contract will be established for each Order. The Contractor shall not make expenditures or incur obligations in the performance of this contract which exceed the ceiling price specified herein, except at the Contractor's own risk.

NOTE: The Ceiling Price is the estimated the total cost to the Government for performance of each Order. The Contractor agrees to use its best efforts to perform the specified work as efficiently as possible within the Ceiling Price. If by 85% of completion of an Order the Contractor has reason to believe the total cost for the order will exceed the Ceiling Price, the Contractor shall notify the Contracting Officer providing a revised estimate with supporting reasons and documentation. The **Government is not obligated to pay** the Contractor any amount in excess of the Ceiling Price of the Order, or any modified adjusted Ceiling Price; any requested changes to the Ceiling Price must be coordinated with the Contracting Officer in advance.

Performance Period. Each BPA Call Order will identify the Performance Period for the work being ordered and the Contractor shall maintain progress at a rate which will assure completion of the work within the period specified.

METHOD OF PAYMENT (52.212-4 (i) Payments).

(a) The rate specified in the Schedule of Items will be paid for all hours of **actual** operation of equipment on authorized work, not to exceed the ceiling price. (see Daily Record).

(b) Mobilization. When the Contractor provides transport for the ordered equipment, payment will be made at the mobilization rate listed in the Schedule of Items only for the piece of equipment being transported. Payment will be made from the zone central location, to the initial project site and back (round trip) and from the zone central location, to the last project site and back (round trip). Only one round trip will be paid for single day projects. No mobilization will be paid for replacement equipment.

Self-propelled equipment will be paid at the mobilization rate for that piece of equipment one way to the initial project site and one way from the last project site back to the zone central or closer location whether it is a single day or multiday project.

When the Government provides equipment transport (Item 1), no mobilization costs will be paid for the equipment that is being transported. Payment for the transport vehicle will be made at the mobilization rate for that vehicle as shown in the Schedule of Items from the zone central location, to the pick up point and from the delivery point back to the zone central location, while the transport vehicle is empty. The working rate will be paid for hours of actual operation time while the transport vehicle is loaded.

If at the time an order is accepted by the Contractor, the ordered equipment is located within a distance covered by (c) Moving Between Job Locations (on average 30 miles or less), the Mobilization will be covered as a Move Between Job Locations.

(c) Move Between Job Locations. When ordered by the Government, moving of equipment and specified accessories between job locations shall be paid at the Lump Sum Move rate identified in the Schedule. Distances "Between Job Locations" will be **30 miles** or less. When a single move will exceed the average, an estimate of the additional time required will be made and agreed to at time of Order. An adjusted rate for that move will be paid based upon the agreed upon estimate and the hourly Transport Extended Move Between rate in the schedule- see Item 1. When it is more advantageous to road the

equipment as ordered work (i.e. due to location/accessibility), the COR may make the decision to complete the move under the hourly equipment work rate.

(d) Standby will only be paid when specifically ordered by the Government (see definition at ADDITIONAL DELIVERIES OR PERFORMANCE REQUIREMENTS) during authorized hours of work. The Government will pay **50 percent of the hourly working rate**, rounded to the nearest quarter hour. The standby rate will be paid for equipment ordered to the project site and required to standby rather than starting specified work. If transport is ordered to standby, it will be paid 50% of the Item 1 Extended Move Between Hourly rate in the Schedule.

(e) If a Contractor is requested to furnish multiple pieces of equipment and one (1) operator, only actual hours of operation of each piece of equipment will be paid for. Moving of support equipment and personnel shall be at the Contractor's expense.

Inspection and Acceptance

(a) Rejected and Replacement Equipment. Equipment may be inspected by the Government to ensure it meets the requirements of the Agreement and of the BPA Call. If any requirements are not met, the equipment may be rejected: This may include, but is not limited to, washing of equipment, fluid leaks, inappropriate size/type, poor condition/maintenance effecting safety or efficiency. Payment shall not be made for rejected equipment.

If equipment becomes inoperative, the Contractor will be notified to correct the deficiencies or furnish replacement equipment meeting specifications. No additional moving costs will be paid for replacement of equipment. If the contractor is unable to repair or replace inoperative equipment within 24 hours, the equipment may be released. Payment will not be made for move-out of such released equipment. Equipment suffering repeated down time that is determined to be the result of age or maintenance related mechanical failure will be released without payment for de-mobilization.

(b) Dependent Equipment. If any piece of equipment becomes inoperative and prevents a dependent piece of equipment from doing productive work, then no payment will be made for any dependent equipment until affected equipment resumes operation. If equipment comes from two separate contractors, the operable dependent piece of equipment shall be put on standby or released until equipment can be put back to work, unless other arrangements are made with the COR.

(c) Inspection and Acceptance of Operator. It is expected equipment operators will be experienced, proficient, and productive in the work being performed. If the COR determines an operator provided for a project does not meet these expectations or is otherwise not performing to a reasonable standard, the operator may be rejected. If the operator is rejected, the contractor will be notified to furnish a replacement operator within 12 hours. This notification will be documented in writing. Failure to replace the operator within 12 hours will render the equipment inoperative, the equipment will be released, and payment for move-out will not be allowed.

Rework and Reinspection After Rework. Acceptance of the work under the BPA Call Order will be made when the COR has made the determination of satisfactory compliance with the specifications. When inspection indicates that the performance objectives were not met, the work will be deemed unsatisfactory and payment will not be made until the Contractor has assured the Government that its Quality Control measures have corrected the deficiencies. Inspections after rework will be made in the same manner as the first inspection. The Contractor may be charged for actual costs incurred by the Government for inspection of rework.

AGAR 452.236-72 USE OF PREMISES (NOV 1996)

(a) Before any camp, quarry, borrow pit, storage, detour, or bypass site, other than shown on the drawings, is opened or operated on USDA land or lands administered by the USDA, the Contractor shall obtain written permission from the Contracting Officer. A camp is interpreted to include a campsite or trailer parking area of any employee working on the project for the Contractor.

(b) Unless excepted elsewhere in the contract, the Contractor shall (i) provide and maintain sanitation facilities for the work force at the site and (ii) dispose of solid waste in accordance with applicable Federal, State and local regulations.

KEY PERSONNEL

At the time of BPA Call, the Operator(s) will be identified and agreed to. The Operator(s) identified in the Quote are considered to be essential to the work being performed hereunder. No substitute operators shall be made without written consent of the Contracting Officer. The contract may be modified during the course of the contract to add or delete operators as appropriate. Contractor shall be required to submit request in writing to the Contracting Officer for approval.

AGAR 452.215-73 (Nov 1996) POST AWARD CONFERENCE. A post award conference with the successful offeror(s) is required. It will be scheduled prior to commencement of work performed on the first Order issued, after the date of contract award. The conference will be held at a location to be agreed upon.

FAR 52.216-31 TIME AND MATERIALS/LABOR-HOUR-PROPOSAL REQUIREMENTS-COMMERCIAL ITEM ACQUISITION. (FEB 2007).

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

SAFETY. Contractors shall comply with OSHA regulations and provide employees a work environment that is sanitary and not hazardous, which includes providing personal protective equipment. Contractors must maintain a health and safety plan and an accident prevention program, which includes frequent and regular inspections of the project site, materials and equipment. Contractors are responsible for risk management regarding contractor/employee and public safety, which include experience of operator to handle road and terrain conditions, getting to the worksite, traffic control and coordination with other users.

FAR 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any

limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

LOSS, DAMAGE, OR DESTRUCTION. Equipment furnished with operator. The Government shall not be liable for loss, damage, or destruction of equipment furnished under this contract except for such loss, damage, or destruction resulting from the negligent or wrongful act(s) of Government employee(s) while acting within the scope of their employment. All claims arising under this clause shall be submitted to the Contracting Officer.

SIGNING AND PUBLIC SAFETY. The Contractor shall conduct operations in a manner that exercises due caution and care to prevent undue conflict with public users of the roads, providing for public/operator safety. Such industry standard measures should include: Attachment of a reflectorized "Slow Moving" vehicle emblem on all motor graders, backhoes, etc used in this work.

Provide warning to road users of work in progress by posting warning signs with flags on both ends of sections being worked and moved, as needed, so that signs do not precede machinery more than one (1) mile. Signs shall be of size, number, and colors as required in Section 6B-25 of the current edition of the "Manual on Uniform Traffic Control Devices."

Any unusual conditions created in the roadway that must be left overnight or on weekends due to weather conditions or breakdowns, such as a berm, shall be properly signed as a hazard and visibly illuminated at night.

POLLUTION AND EROSION CONTROL. During all operations under this BPA, the Contractor shall exercise reasonable measures to direct surface runoff water to stabilized waterways and to keep the drainage systems functioning effectively to prevent or minimize soil erosion and pollution of water and other resources. All refuse, including garbage, rubbish, and solid or liquid wastes from the Contractor's operations, including camps, parking areas, and equipment maintenance areas shall be stored and collected in a sanitary manner and disposed of in a State-approved sanitary landfill.

Oil from crankcases or gear boxes, equipment waste or spilled or excess fuel shall be placed in containers and removed from the work site and disposed of as approved and required by Federal, State and Local laws.

Equipment ordered for operations in close proximity to streams or bodies of water will be required to meet more stringent requirements regarding seals and fittings that prevent the leaking of hydraulic fluids, lubricants and fuels. Failure to comply will result in immediate rejection of equipment.

FIRE CONTROL

(a) 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.

(b) 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.

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.

An equitable adjustment in contract time may be made for this period.

(c) 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.

(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 (2) and (4) below, shall count toward fulfillment of the above requirement. Where additional tools, beyond those required under (2) and (4) 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.

(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:

One – fire extinguisher, dry chemical type of not less than 2-1/2 pound capacity with 4 BC or higher rating.

One – shovel, round point #0 lady or equal.

One – ax, 2 pounds or over, 26-inch minimum length, or one pulaski.

One – water container (at least 1-gallon capacity), not required with stationary equipment.

(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 chain saws, 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.

(4) Powersaws. For each powersaw used in connection with this contract, the following will be provided:

One – shovel, round point #0 lady or equal. Shovel must be immediately available for use.

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.

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

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

(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.

(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.

(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.

(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.

(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.

(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. 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:

(i) All high fire risk operations could be terminated at 1300 local time.

(ii) All burning could be stopped, including debris burning fires.

(iii) 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.

(12) Pump and Trailer, IS NOT REQUIRED.

(13) Burning. Before starting any open burning, the Contractor shall comply with the following:

(i) 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.

(ii) Obtain a burning permit from the District Ranger.

(iii) Use weather forecasts as far as possible in scheduling burning for more favorable dispersal of smoke.

(iv) 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.

(v) Unless fire season controls dictate otherwise, burning shall be scheduled, as far as practicable, for the most favorable conditions during the burning period.

(vi) 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.

STATE OF IDAHO'S NOTICE TO OFFEROR Idaho Workers Compensation Law

1. Prior to award of any contract subject to Idaho Workers' Compensation Laws, the contractor must provide (1) evidence that they have the required workers' compensation coverage or, (2) documentation from the State of Idaho exempting the contractor from such coverage.
2. Contractors should obtain and complete a State of Idaho Certificate of Verification of Workers' Compensation Insurance as documentation of insurance coverage or exemption. These certificates may be obtained from and returned to the Employee Compliance Division of the Idaho Industrial Commission at the following offices:

1221 Ironwood Drive, Suite 100
Coeur d'Alene, ID 83815
(208) 769-1565
FAX NO. (208) 769-1465

317 Main Street
Boise, ID 83720
(208) 334-6029
1-(800) 950-2110
FAX NO. (208) 334-5145

1070 Hilene, Suite 300
Pocatello, ID 83201
(208) 236-6366
FAX NO. (208) 236-6050

3. This certificate of verification shall be fully executed by the contractor and signed by the Industrial Commission Compliance Officer prior to award of the contract.

4. **IMPORTANT NOTE:** The State of Idaho will NOT accept certificates of insurance, including those issued by the Idaho State Insurance Fund. You MUST complete and have approved for EVERY project you may receive award on, the Certificate of Verification of Workers' Compensation Insurance.

CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

STATEMENT OF WORK, 6 pages

INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS, 3 pages

OFFEROR REPRESENTATIONS AND CERTIFICATIONS, 9 pages (refer ORCA website)

EXPERIENCE QUESTIONNAIRE/PAST PERFORMANCE INFORMATION, 2 pages

STATE OF IDAHO CERTIFICATION OF WORKERS' COMPENSATION INSURANCE, 4 pages

ATTACHED:

WAGE DETERMINATION NO. Idaho, 1995-0228, Rev. 26, dtd 0/13/2011

WAGE DETERMINATION NO. Washington, 1977-0209, Rev. 42, dtd 06/13/2011

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**Scope of Contract**

The work contemplated under the resulting BPA(s) include furnishing of equipment services on a fully operated, call when needed (CWN) basis in compliance with its terms, specifications and provisions. This includes furnishing all labor, equipment, supervision, operating supplies and incidentals to perform the work. All equipment shall be in good mechanical and operating condition. All operators shall be proficient with the equipment and experienced in the type of work for which the equipment is being ordered. Projects include but not limited to: road maintenance, flood related work, slide removal, slump repair, drainage maintenance, surface repair, clean cattleguards, install and repair road closure berms, barriers and other traffic control devices, to meet forest management objectives. Projects considered to be construction subject to Davis Bacon requirements are not authorized.

Location and Description

Description: The work to be accomplished includes various road maintenance and forest management related work. It is the intent of the Government to hire equipment on a call when needed basis, issuing BPA Call Orders under BPAs as work needs are identified. Specific project location, work requirements, and estimated project duration will be identified and issued with BPA Calls as the need arises. Contractors providing the best value, in accordance with the Ordering Procedure, described under Ordering, will be called first.

Location: The equipment will be used at various locations to be determined at the time of need on Ranger Districts (RD) of the Idaho Panhandle National Forests (IPNF). The following information is provided to the Contractor for computing Mobilization times and distances, the following Central Locations should be used for work on the corresponding RDs.

Mobilization Zone Central Locations

North Zone:

Sandpoint RD,	From/To Jct. US95/Hwy 2, Sandpoint Idaho
Bonnors Ferry RD,	From/To Jct. US 95 at Bonnors Ferry, Idaho
Priest Lake RD,	From/To Jct. Dickensheet Jct. (Hwy 57/Coolin Hwy), Priest Lake, Idaho

Central Zone, Coeur d'Alene River Ranger District

Silver Valley	From/To Jct. I-90/FH-9, Kingston, Idaho
Fernan	From/To Jct. I-90/US-95, Coeur d'Alene, Idaho

South Zone, St Joe Ranger District

Avery	From/To Avery town site, Idaho
St Maries	From/To Jct. ID-3/ID-5, St Maries, Idaho

Technical Specifications

If equipment delivered does not meet the following minimum/maximum specification for the ordered category, the CO may, at his/her discretion, determine the specifications to have been met if the Contractor can produce reasonable and satisfactory evidence that assures the CO the equipment is so equipped and maintained as to practically meet the needs and specifications as described in this section. Simply modifying factory settings to produce a slight HP increase or adding weight will not meet these criteria and will not result in an automatic upgrade of the equipment to a category different from that dictated by the manufacturer's specifications.

1993 model or newer on all the heavy equipment or upon approval by the CO***(exception Water Truck)****Wheeled Front End Loader**

130-160 or 160-250SAE Net horsepower, spark arrested or turbo charged

Articulated

Minimum bucket capacity of 3 cubic yards on 130-160HP and 4 cubic yard on 160-250HP-both straight edge and rock teeth may be required

ROPS roll protection

Backup warning device

Four-way flashing or flashing amber warning light

Water Truck

3000 to 4500 gallon capacity unit

Single unit with frame mount tank preferred, depending upon accessibility

Self contained filler pump with minimum 300 GPM capacity

40 – 50 feet of suction filler hose

Capability to fill from either side

Minimum 12 feet pressurized rear discharge road watering

Minimum required if ordered of prescription burning

6 inch side or rear “dump” for filling port-a-tanks

Backup warning device

50 percent of original tread depth on tires, with available spare on truck

* 1988 model or newer

Endloader/Backhoe

55-65 SAE Net Horsepower

1-1/4 cubic yard; 4 in 1 loader bucket

Extend –a- Hoe minimum 17 feet

24 inch and 12 inch hoe buckets

ROPS rollover protection

Four-way flashing or flashing amber warning lights

Backup warning device

Four wheel drive

Chains for either front or rear

End Dump Truck

Shall be licensed to haul designated materials within the State of Idaho
9.5 to 12 cubic yards rated capacity. Shall measure a minimum of 9.5 cubic yards without side
boards, water level

End dump with removable tailgate

Single unit tandem drive axle

Hydraulic hoist

No fluid leaks

Backup warning device

Equipped with CB radio for driver safety

Spare tire shall be located on truck or at project site and shall have a minimum of 50 percent or
original tread

NOTE: If this vehicle is used as a mobilization vehicle for other ordered item, no Mobilization will be
paid for the dump truck.

Backhoe/Dump Combination

Same requirements as Backhoe and End Dump Truck

Trailer/Transport preferably trailer, pulled by Dump Truck

Single Operator to run both pieces of equipment

Payment Note: Mobilization, Moves and Work Time will be paid for Item as a Unit, not for individual
pieces of equipment.

End Dump Truck-Rock Box

Shall be licensed to haul designated materials within the State of Idaho

12 to 16 cubic yards rated capacity

End dump with rock lip, or equivalent, no tailgate

Single unit tandem drive axle

Hydraulic hoist

No fluid leaks

Equipped with CB radio for driver safety

Backup warning device

Spare tire shall be located on truck or at project site and shall have a minimum of 50 percent of
original tread

Mobilization Note: If this vehicle is used as a mobilization vehicle for other ordered item, no
Mobilization will be paid for the dump truck

Road Grader

12 or 14 foot moldboard with sharp cutting bits

Minimum of 50 percent of original tread depth

Four-way flashing or flashing amber warning light

Backup warning device

125 SAE Net horsepower

Minimum weight 25,000 pounds

Minimum 7 tooth under carriage or rear ripper bar for scarifying. This item will not be used for extensive ripping.

Snow Plowing requirements

All wheel drive

Chains for all wheels

Bull blade and wing may be necessary

Crawler Tractor

80-120 or 120-139 SAE Net Horsepower

ROPS rollover protection

Backup warning device

Brush piling blade available

Low ground pressure tracks to minimize compaction with open grouser

120-139HP: Winch with 9/16 or 5/8 inch cable minimum 100 ft

120-139 HP: Lights

120-139HP, angle dozer blade

80-120HP, hydraulically controlled 6-way angle dozer blade

80-120HP, Government prefers a flatbed truck for access and mobility

Hydraulic Excavator

40-65 or 65-100 or 100 or 150 SAE Net Horsepower

Tracked, crawler type

No fluid leaks, machine may do instream work

Bucket must be equipped with hydraulic thumb, claw style with teeth capable of grasping material

Hook or Eye on backside of bucket to allow attachment of chain or cable

Hydraulically operated

Equipped with a frame mounted hook/eye to accommodate attachment of cable, chain or choker

Capable of 2-speed travel will be preferred for some projects

40-65HP:

Optional undercarriage dozer blade available;

Max undercarriage width 8 ft

Min/Max operating weight 15,000/20,000 pounds

Min digging depth of 6 feet

65-100HP:

Max undercarriage width 10 feet

Min/Max operating weight 20,000/35,000 pounds

Min digging depth of 10 feet

100HP

Bucket capacity ranger of 1 to 2 yards

Max undercarriage width 11 feet 6 inches

Min/Max operating weights of 35,000/50,000 pounds

Min digging depth of 20 feet

Lifting capacity must exceed 3,500 pounds at maximum extension

150HP

Bucket capacity min 1.75 cubic yards

Max undercarriage width 11 feet 6 inches

Min/Max operating weight of 50,000/70,000 pounds

Min digging depth of 25 feet

Transport – Generic item for movement of equipment Mobilization and Moves Between Sites. Must meet all Federal, State and Local requirements for haul of heavy equipment as they apply to this item and for equipment being transported.

ADDITIONAL DELIVERIES OR PERFORMANCE REQUIREMENTS

(a) Days and Hours of Work. The work is to be accomplished as follows: There will be no minimum guarantees for any of the equipment, either in terms of hours per day or number of days. Work will be limited to daylight hours only. The work day shall be no longer than **10** hours, unless mutually agreed between the COR and Contractor. The work week is generally between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, excluding Federal holidays, unless otherwise mutually agreed. Anticipated work schedules will be stated for each project at the time of order. The Government will not pay for hours worked in excess of the work schedule that was agreed upon for the project. The COR will promptly notify the Contractor of work schedule changes necessitated by changed requirements, weather or availability of Government personnel. Such changes will not of themselves, obligate the Government to pay Standby or partial workdays.

(b) Point of Hire and Release. Actual location of project work is the point of hire and will be stated at time of order. Mobilization will be to initial project site for the BPA Call. De-mobilization will be from last project site for that order, which may or may not be located in the same mobilization Zone. Move directions and maps for work sites will be supplied by the Government upon request.

(c) Repairs. All repairs to equipment under this agreement shall be made and paid for by the Contractor. Repairs shall be made promptly and equipment returned to use within 24 hours unless otherwise agreed. In lieu of repairing equipment, Contractor may furnish similar replacement equipment within the time specified.

(d) Operating Supplies. Fuel, oil, and other operating supplies will be furnished by the Contractor. The Government is not responsible for time spent for fueling and maintenance. If reasonable accessibility to work site by $\frac{3}{4}$ ton service truck is not available, roading of equipment for purposes of refueling will be paid at 50 percent of the hourly rate to and from the nearest site accessible to the service truck. To the best of its ability the Government will coordinate work schedules to allow contractor to provide for fueling needs within one mile of a point accessible by service truck.

(e) Standby. Standby shall be specifically ordered by the COR. Equipment ordered to the job site and required to standby, will be paid at 50 percent of the hourly rate. When multiple pieces of equipment are provided with a single operator, standby will not be applicable to the additional pieces of equipment when the operator is operating another item, unless standby has been specifically ordered as part of the task order. If the transport/mobilization vehicle will be needed to make repeated work site moves within short time periods, it may be ordered to standby rather than be released after delivery of equipment. This will be determined at time of order. If transport is ordered to standby, it will be paid 50% of the Move Between hourly rate in the Schedule

52.212-1 Instructions to Offerors—Commercial Items. (June 2008)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet ([SF 1449](#)). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the [SF 1449](#), letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) “Remit to” address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR [52.212-3](#) (see FAR [52.212-3](#)(b) for those **representations and certifications that the offeror shall complete electronically**);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); **include information from Experience Questionnaire form**, and
- (11) If the offer is not submitted on the [SF 1449](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender’s request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (i) ASSIST (<http://assist.daps.dla.mil>).
- (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

- (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number*. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR))

database.) 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. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR [Subpart 32.11](#)) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *Central Contractor Registration*. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

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

(End of provision)

52.212-3 Offeror Representations and Certifications—Commercial Items.

As prescribed in [12.301](#)(b)(2), insert the following provision:

OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (JAN 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

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

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

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

“Inverted domestic corporation” means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

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

(b)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

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

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

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

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

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

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

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

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

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

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

- (i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or
- (ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

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

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

Line Item No. Country of Origin

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

Other End Products:

Line Item No. Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only

offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) o Have, o 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.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *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.

(B) *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.

(ii) *Examples*.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §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.

(B) 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. §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.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §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.

(D) 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).

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

(1) *Listed end products*.

Listed End Product Listed Countries of Origin

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

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

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

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

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror does does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror does does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

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

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

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

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

- o TIN: _____.
- o TIN has been applied for.
- o TIN is not required because:
 - o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - o Offeror is an agency or instrumentality of a foreign government;
 - o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.

(5) *Common parent.*

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:
 - Name _____.
 - TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at [26 U.S.C. 7874](#) (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR [9.108](#)).

(2) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(o) *Sanctioned activities relating to Iran.*

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if—

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

<p>USDA Forest Service</p> <p>EXPERIENCE QUESTIONNAIRE</p> <p>COMPLETE IN FULL.</p>	Contractor Name _____ 1. Address _____ _____ Phone and Fax #: _____		
<p>2. Submit to IMAT 3815 Schreiber Way, CdA, ID 83815 Fax: (208) 765-7229</p>	<p>3. Business</p> <p> <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Non-profit Organization </p>		<p>4. How many years do you or your firm have in the line of work contemplated by this solicitation? _____</p>
<p>5. A. List below the principal individuals of your business and pertinent experience, if applicable.</p> <p>B. List below name(s) of equipment operator(s) and their experience with similar type of work to be performed. (list specific jobs with references)</p>			
Individual's Name	Present Position	Years of Exp.	Magnitude and Type of Work
<p>6. Past Performance, provide copies of recent performance evaluations and/or references who can describe your history of past performance in similar type of work. (see next page). Information provided may be used to contact your references for further information.</p>			
<p>CERTIFICATION</p>			
<p>I certify that all of the statements made by me are complete and correct to the best of my knowledge and that any persons named as references are authorized to furnish the Forest Service with any information needed to verify my capability to perform this project.</p>			
<p>7a. Certifying Official's Name and Title</p>			
<p>7b. Signature (Sign in Ink)</p>			<p>13. Date</p>

PAST PERFORMANCE INFORMATION

NOTE: You may submit this information on your own forms in any format as long as all the information listed on this form is provided. List all contracts or subcontracts of **similar** type work you have been involved with in the past three years. You may also include projects over three years old which are directly applicable to the type of work required by this solicitation.

PLEASE FILL OUT THE FOLLOWING INFORMATION IN FULL

PAGE ____ OF ____

Name of Offeror: _____

	JOB/ITEM 1	JOB/ITEM 2	JOB/ITEM 3
Contracting Activity/Customer			
Contract No			
Contract Type			
Contract Amount			
Completion Date			
Type of Work			
Contracting Officer	NAME: _____	NAME: _____	NAME: _____
	PHONE: _____	PHONE: _____	PHONE: _____
	FAX: _____	FAX: _____	FAX: _____
C.O. Representative	NAME: _____	NAME: _____	NAME: _____
	PHONE: _____	PHONE: _____	PHONE: _____
	FAX: _____	FAX: _____	FAX: _____
Major Sub-contractors	BUSINESS & CONTACT: _____	BUSINESS & CONTACT: _____	BUSINESS & CONTACT: _____
	PHONE: _____	PHONE: _____	PHONE: _____
	BUSINESS & CONTACT: _____	BUSINESS & CONTACT: _____	BUSINESS & CONTACT: _____
	PHONE: _____	PHONE: _____	PHONE: _____

Please make blank photo copies of this page if you need additional space to include all appropriate past performance jobs.

**STATE OF IDAHO CERTIFICATE OF VERIFICATION
OF WORKERS' COMPENSATION INSURANCE**

Read thoroughly before completing form. (7/02)

WHAT ARE THE WORKERS' COMPENSATION REQUIREMENTS?

The Idaho Workers' Compensation Law requires that employers who hire one or more, either full or part-time employees, to perform work in the State of Idaho, carry workers' compensation insurance unless specifically exempted. ***Failure to comply could result in monetary penalties as well as an injunction to prohibit the employer from operating the business. Failure to carry workers' compensation insurance for employees is a misdemeanor under Idaho Law.***

WHO MUST COMPLETE THIS FORM?

Any person, partnership, limited liability company, corporation or firm who is bidding on a contract for the United States Department of Agriculture/Forest Service (USFS) for work that is within the State of Idaho and who has been notified by the USFS that he/she/it has been selected for a USFS contract.

WHEN MUST THE FORM BE COMPLETED?

The form must be completed and forwarded to one of the Industrial Commission offices when you are notified by the USFS that you have been selected for a USFS contract. The approval of the Industrial Commission is required prior to the final award.

ADDITIONAL COMMENTS:

Failure to complete any part of the form that is applicable to your operations could result in a delay in processing.

If any of the work is to be performed by sub-contractors, each sub-contractor must obtain and complete a Certificate of Verification of Workers' Compensation insurance.

If your business is a partnership, limited liability company or corporation, each partner/member/corporate officer must sign the form where designated.

You must submit a separate verification form for each contract awarded.

ONCE THE BIDDER HAS COMPLETED AND SIGNED THE FORM, FAX, MAIL, OR DELIVER IT TO THE APPROPRIATE INDUSTRIAL COMMISSION OFFICE. IF YOU HAVE ANY QUESTIONS, CONTACT A COMPLIANCE REPRESENTATIVE AT ANY OF THE FOLLOWING OFFICES:

North Idaho

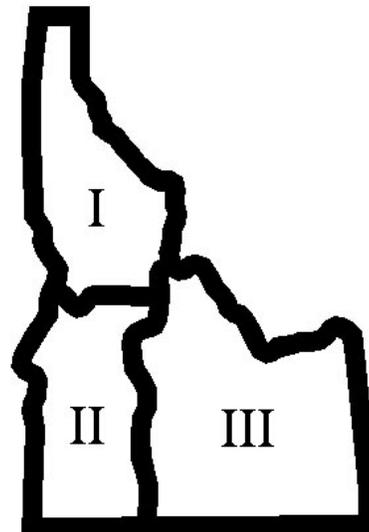
1221 Ironwood Street, Suite 100
COEUR D'ALENE ID 83814
(208) 769-1565 or FAX (208) 769-1465

Southwest Idaho

317 Main Street
P O BOX 83720, BOISE ID 83720-0041
(208) 334-6032 or 1-800-950-2110
or FAX (208) 334-5145

Southeast Idaho

1070 Hiline, Suite 300
POCATELLO ID 83201
(208) 236-6366 or FAX (208) 236-6040



**STATE OF IDAHO
CERTIFICATE OF VERIFICATION
OF WORKERS' COMPENSATION INSURANCE**

<p align="center">FOR I.C. USE ONLY</p> <p>IC# _____</p> <p>Received _____</p>

Date: _____

1. Contractor's Name: _____
2. Business Name: _____
3. Contractor's Federal Identification Number: _____
4. Contactor's Business Address: _____

Street, Box #
City, State
Zip
5. Contractor's Business Telephone Number: _____
6. Contractor's Home Address: _____

Street, Box #
City, State
Zip
7. Name of Supervisor in charge of project: _____
8. Supervisor's Business Address: _____

Street, Box #
City, State
Zip
9. Supervisor's Business Telephone: _____
10. Supervisor's Home Address: _____

Street, Box #
City, State
Zip

11. Classification of Business

- (a) Corporation (List names, addresses & telephone numbers of corporate officers and directors, and percent of ownership.)
- (b) Partnership/Limited Liability Company (List partner/member names, addresses & telephone numbers, and percent of ownership.)
- (c) Sole Proprietorship
- (d) Other – Please explain

Description of Project

12. Solicitation/Contract # AG-0281-S-12-0062 : Estimated Start Date: **June 2012**
13. Location of Work: Idaho Panhandle National Forests
14. Description of Work: Road Maint, CWN Operated Equipment Services
15. Forest Service Personnel Overseeing Contract: **IVORY CARR, IMAT Contract Specialist**

16. **DO YOU HAVE WORKERS' COMPENSATION INSURANCE?** Yes No

17. Workers' Compensation Insurance Company

Name of Carrier: _____

Policy # _____ Effective Date _____

Name of Agent _____ Tel. # _____

Address _____
Street, Box City, State Zip

Extraterritorial Coverage # _____

State _____ Date Approved _____ Expiration Date _____

18. If Contractor is a **sole proprietorship/partnership/limited liability company**, will workers other than the proprietor or partners/members be performing any of the work to be done under this contract?

Yes No

If yes, state the approximate number of such workers and, if known, their names, permanent addresses, telephone numbers, and date of hire. (Attach additional pages, if needed.)

19. If Contractor is a **corporation**, will workers who are not officers and 10% shareholders and directors of the corporation be performing any of the work to be done under this contract?

Yes No

If yes, state the approximate number of such workers and, if known, their names, permanent addresses, Telephone numbers, and date of hire. (Attach additional pages, if needed.)

20. Do you intend to use any sub-contractors to assist you in the performance of this contract?

Note: All sub-contractors used on this contract must also submit a Certificate of Verification of Workers' Compensation Insurance for approval prior to commencing work in this contract.

Yes No

If yes, state their names, business names, permanent addresses and telephone numbers.

21. Based upon my knowledge of the work to be performed under the contract specified on page 1 and upon my knowledge of work practices, methods and technologies to be applied during this contract, I estimate that _____ workers are necessary to do the work in the time prescribed, assuming average production rates and conditions.

22. I certify that the above information is true and correct to the best of my knowledge and belief.

Further, I agree to inform the Industrial Commission Compliance Officer if there is any change in the above Information during the time this contract is in effect.

Type or Print Contractor's Name

By: _____
Signature

Date: _____

23. If the business is a partnership, limited liability company or corporation, this document requires the signature of **all** of the partners/members/corporate officers. (Attach additional pages if necessary.)

Partner/member/Corp. Off.	Title	% of Ownership	Date _____
Partner/member/Corp. Off.	Title	% of Ownership	Date _____
Partner/member/Corp. Off.	Title	% of Ownership	Date _____
Partner/member/Corp. Off.	Title	% of Ownership	Date _____

CONTRACTOR – DO NOT WRITE BELOW THIS LINE

Based solely upon the assertions above set forth, and without warranty of continued compliance, the Idaho Industrial Commission finds that Contractor:

Currently carries workers' compensation insurance as required by state law.

Has a current extraterritorial on file from the State of _____ which covers only _____ based employees while working temporarily in the State of Idaho. Extraterritorial coverage expires _____.

Is not required to provide workers' compensation insurance because:

Is a partnership/limited liability company/sole proprietor which employs no workers other than the partners/members/sole proprietor and will not employ any other workers under this contract.

Is a corporation which employs no workers other than individuals who are corporate officers, directors and 10% shareholders and will not employ any other workers under this contract.

Other (Specify):

(By making the above finding, the Commission does not warrant continued compliance.)

Has not obtained the required workers' compensation insurance.

Industrial Commission Compliance Officer

Date _____

Contract/Solicitation # _____