

<b>REQUEST FOR QUOTATION</b> <i>(THIS IS NOT AN ORDER)</i>			THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET- ASIDE			PAGE OF PAGES <b>1</b> <b>44</b>	
1. REQUEST NO. <b>AG-04T0-S-13-0040</b>		2. DATE ISSUED <b>08/01/2013</b>		3. REQUISITION/PURCHASE REQUEST NO. <b>650449</b>		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1 <input type="checkbox"/>	
5a. ISSUED BY <b>Siuslaw National Forest 3200 SW Jefferson Way Corvallis, OR 97331</b>						6. DELIVER BY (Date)	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)						7. DELIVERY <input type="checkbox"/> FOB DESTINATION OTHER (See Schedule)	
NAME			TELEPHONE NUMBER			9. DESTINATION	
			AREA CODE			a. NAME OF CONSIGNEE	
<b>Mike Northrop – Technical Beth Snyder - Contracting</b>			<b>541 541</b>			<b>271-6045 750-7113</b>	
8. TO:							
a. NAME			b. COMPANY			b. STREET ADDRESS	
c. STREET ADDRESS						c. CITY	
d. CITY			e. STATE		f. ZIP CODE		d. STATE
							e. ZIP CODE
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS @4:00  <b>August 16, 2012</b>				IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in BLOCK 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.			
11. SCHEDULE (Include applicable Federal, State and local taxes)							
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)		
	BULL RUN DUNES RESTORATION Central Coast Ranger District	<b>Estimated</b> See schedule of items					
Return small packet intact to the address shown in Block 5a above when submitting a quote.							
This is a Request for Quotes only, any work resulting from the request shall be covered by an award document.							
<b>No award will be made to a Contractor not registered in the System for Award Management (SAM). The website for SAM is <a href="http://www.sam.gov">www.sam.gov</a>. SAM has replaced CCR and ORCA.</b>							
12. DISCOUNT FOR PROMPT PAYMENT <input type="checkbox"/>		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS		
					NUMBER	PERCENTAGE	
NOTE: Additional provisions and representations <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached.							
13. NAME AND ADDRESS OF QUOTER				14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER							
b. STREET ADDRESS				16. SIGNER			
c. COUNTY				a. NAME (Type or print)		b. TELEPHONE	
d. CITY				e. STATE		AREA CODE	
				f. ZIP CODE		NUMBER	
				c. TITLE (Type or Print)			



Quoter must respond to the other factors as described under FAR 52.212-2 Evaluation – Commercial Items (Jan 1999). Award will be made on the best value for the Government.

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

## CONTRACT CLAUSES

### ADDENDUM TO FAR 52.212-4

52.211-18	Variation of Estimated Quantity (APR 1984)
52.236-5	Materials and Workmanship (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.242-14	Suspension of Work (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)

### **FAR 52.215-5 FACSIMILE PROPOSALS (OCT 1997)**

(a) *Definition.* "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: **541-750-7236**.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--

(1) The Contracting Officer shall notify the offeror immediately and permit the offeror to resubmit the proposal.

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timelines, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

### **POST AWARD CONFERENCE (AGAR 452.215-73) (NOV 1996)**

A post award conference with the successful offeror is required. It will be scheduled and held within 10 days after the date of contract award. The conference will be held at the Headquarters of the Siuslaw National Forest, 3200 SW Jefferson Way, Corvallis, OR, or at the District Ranger Station.

**DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE**

The Contracting Officer designates the Contracting Officer's Representative (COR). The Contracting Officer Representative for this project is:

Crystal Mullins  
Central Coast Ranger District/Oregon Dunes National Recreation Area  
541-271-6055 Office  
541-999-8219 Cell

The COR is responsible for administering the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of the contract.

The Contracting Officer should be informed as soon as possible of any actions or inactions by the Contractor or the Government, which will change the required delivery or completion times stated in the contract, and the contract will be modified accordingly. (This does not apply to individual task assignments which were issued by the COR provided they do not affect the delivery schedule or performance period stated in the contract.)

On all matters that pertain to the contract terms the Contractor must communicate with the Contracting Officer. Whenever, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor should so advise the COR. If the COR persists and there still exists a disagreement as to proper contractual coverage, the Contracting Officer should be notified immediately, preferably in writing if time permits. Proceeding with work without proper contractual coverage could result in nonpayment or necessitate submittal of a contract claim.

**SUPERINTENDENCE BY THE CONTRACTOR (FAR 52.236-6) (APR 1984)**

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

**CONTRACTOR'S REPRESENTATIVE**

The Government may, at its option, suspend work with full count of contract time continuing, if the Contractor fails to provide a Contractor's Representative (1) conversant in the English language and (2) able to read and understand the contract.

**KEY PERSONNEL**

Key personnel are those personnel considered essential for successful completion of this contract. All key personnel shall be identified in the Contractor's Technical Proposal.

The Contractor agrees that assigned key personnel shall not be removed, substituted, or reassigned to another task without the written concurrence of the Contracting Officer. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed personnel change and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. If the Contracting Officer determines that suitable replacement of key personnel is not feasible or that the reduction of effort would be so substantial as to impair the successful performance of the work, the Contractor may be subject to default action under the affected task order(s) or the contract. Ultimate approval/disapproval to replace key personnel is the responsibility of the Contracting Officer.

### **NOTIFICATION OF SUBCONTRACTING**

The Contractor shall promptly notify the Contracting Officer upon entering into any subcontract arrangement. The notification shall include as a minimum:

1. The name, address, and telephone number of the subcontractor.
2. The date upon which the subcontract was entered into and its duration.
3. A detailed description of the work being subcontracted including a listing of contract items, units, etc., as appropriate.

### **COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK**

The Government will issue a notice to proceed on each bid item as soon as the weather and ground conditions are favorable. Contract time will start on the date specified on the notice to proceed if hand delivered, or the third day after the post office has issued a notice of Certified Mail to the Contractor. Failure of the Contractor to pick up certified mail will not be considered an excusable delay.

The Contractor shall be required to (a) commence work under this contract within 3 calendar days after the date the Contractor receives the notice to proceed, (b) execute the work diligently, and (c) complete the entire work as mutually agreed upon **times listed below**. The time stated for completion shall include final cleanup of the project sites.

A Progress Work Schedule shall be prepared by the Contractor based on priorities provided in the contract unless superseded by the Contracting Officer in advance of work.

The Contractor shall maintain progress at a rate which will ensure completion within the contract time indicated below. The minimum acceptable rate of progress will be calculated by dividing the total units of work for each bid item by contract time specified below, or as established by the approved progress schedule.

If the Contractor's progress falls behind that scheduled, the Contractor shall take such action as necessary to improve progress; in addition the Contracting Officer may require the Contractor to submit a revised schedule and proposed plan of work to ensure completion of the work within the time(s) set forth in the contract.

The Government shall determine the order and time period of the project sites.

The C.O.R. may require the Contractor to finish the portion in progress before additional work is started on any additional portion.

Whenever weather or ground conditions are unsuitable the C.O.R will issue a verbal Suspend Order and the Contractor shall suspend work and contract time will stop for that project area. When conditions are again favorable, the COR will issue a verbal resume work order. Contract time will resume on the effective work resumption date. In all cases, the Contractor shall resume work within 3 calendar days after the effective work resumption date. It is the Contractor's responsibility to keep the COR currently advised as to where the Contractor or Contractor's Representative may be reached by phone during periods of work suspension. If the Contractor cannot be reached at the phone number provided, or if the Contractor fails to leave a number, a written resume work order will be mailed and contract time will resume on the date specified on the resume work order. The Contractor shall use measures and precautions necessary to warn and protect the public and Government personnel and equipment during work at the project site. Such actions include, but are not limited to, furnishing and maintaining barricades and signs around the work site.

**PERIOD OF CONTRACT**

**CONTRACT TIME AND REQUIRED RATE OF PROGRESS**

The Contractor will complete each item within the time allowed per item. Due to normal variations in seasonal weather conditions, it is mutually agreed that the starting date may be adjusted for each item with no adjustment in contract time or price.

<u>Item No.</u>	<u>District</u>	<u>Contract Time Hours</u>	<u>Estimated Start Work Date</u>	<u>Contract Time</u>
1.	Central Coast	163	September 3, 2013	90 Calendar Days

**MATERIALS AND WORKMANSHIP**

- (a) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.
- (b) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee that Contracting Officer deems incompetent, careless, or otherwise objectionable

**SUSPENSIONS OF WORK FOR OTHER THAN GOVERNMENT'S CONVENIENCE**

The Contracting Officer may issue orders to suspend the work wholly or in part for such period of time as deemed necessary because of: (1) weather or ground conditions when further prosecution of the work might cause environmental or resource damage to the project, access roads to the project, or adjacent property. Such action would include but not be limited to instances such as siltation of streams, damage to access roads, rutting of project roads which causes otherwise suitable soils to be muddy or unsuitable; or (2) failure of the Contractor to comply with specifications such as but not limited to placement of frozen material in fills, placing of asphalts at temperatures lower than those specified, performing work prior to prerequisite approvals, operating equipment not meeting fire requirements, or when conditions exist which do not meet safety requirements.

Whether or not a suspend work notice is issued, the Contractor shall be responsible for correcting any damage caused by its operation, whether inside or outside project limits, at no cost to the Government. Such suspensions shall not be considered as suspensions for the Convenience of the Government under FAR 52.242-14, Suspension of Work, and shall not qualify for an equitable adjustment.

**FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

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

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

52.246-1 Contractor Inspection Requirements (APR 1984)  
52.246-6 Inspection-Time and Material and Labor-Hour (May 2001)

**CONTRACTOR QUALITY CONTROL PLAN****A. Quality Control Plan**

The Contractor shall provide a Quality Control Plan (QCP) as part of this Technical Proposal. The Plan must demonstrate how the Contractor shall assure that quality of performance meets the objectives and requirements of the contract. The QCP shall specify:

- How quality will be monitored to ensure performance standards are met.
- How the work will be supervised.
- How results of the monitoring will result in quality performance.
- Identify the personnel responsible for performing quality control.

Quality control shall include monitoring while work is in progress.

**B. Contractor Quality Control Inspection**

The Contractor shall assure themselves that performance meets contract specifications, in accordance with FAR 52.212-4, Contract Terms and Conditions -- Commercial Items, paragraph (a), prior to requesting the Government to inspect for payment or acceptance. The Contractor shall contact the Contracting Officer upon completion of a project area. The Contracting Officer may observe the Contractor's inspection at any time and shall otherwise have unlimited access to the inspection data.

### **GOVERNMENT QUALITY ASSURANCE SURVEILLANCE PLAN**

#### **INSPECTION AND ACCEPTANCE EQUIPMENT**

Pre- and post-inspections of equipment will be conducted by the COR or designated Inspector. Additional inspection of equipment may be conducted on a regularly scheduled basis as the project progresses. Approval in writing by the COR shall be issued following the inspection.

Any equipment found not in compliance with the contract specifications will be corrected by the Contractor at no additional expense to the Government.

#### **INSPECTION AND ACCEPTANCE OF SERVICES**

The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract. Inspections will be visual and be performed at the project site. Visual inspections for acceptance or unacceptance will be based on contract specifications.

Each project area will be verified separately and not added to any other project site for acceptance. Determination of the acceptability of the work performed will be based on the Government's visual inspections. The Contractor or a designated representative is encouraged to observe the inspections while they are underway. Verification inspection of a project area may or may not be performed immediately following work performed.

#### **QUALITY/PERFORMANCE REQUIREMENTS SUMMARY**

<b>Task / Critical Subtask</b>	<b>Performance Standards</b>	<b>Means of Measurement</b>	<b>Incentive/Deduction</b>
Equipment & Vehicles	Equipment and vehicles free of noxious weeds.	100% initial visual inspection prior to moving onto National Forest land.	No moving equipment or vehicles with noxious weeds onto National Forest land.
Placement and construction of piles for ease of burning.	Piles are located at sites designated or approved by COR. Piled material is tightly packed and relatively free of sand.	100% visual inspection	Rework to meet contract requirements.

Quality Control	Contractor maintains good quality on all aspects of operations. Deficiencies shall be corrected per Contractor QCP.	Government randomly observes Contractor's inspection.	The Contractor's ability to meet the standard will be reflected in the performance evaluation, either positive or negative.
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**UNSATISFACTORY WORK**

The Contractor may be required to rework any area 1 acre or larger, as identified on the ground by the C.O.R. where the quality of work is unacceptable.

**REINSPECTION AFTER REWORK**

Reinspection after the rework will be made in the same manner as the first inspection. Inspection will be of the area that was reworked.

**USE OF PREMISES**

A. The Contractor shall comply with the regulations governing the operation of premises that are occupied and shall perform this contract in such a manner as not to interrupt or interfere with the conduct of Government business.

B. Before any camp is opened or operated on National Forest land or lands administered by the Forest Service, the Contractor shall request permission (in writing) from the COR. A camp is interpreted to include the campsite or trailer parking area of any employee working on the project for the Contractor. If permission is granted, a camping permit will be issued.

C. It is further stipulated that in addition to clean up of any campsites, the Contractor shall remove its equipment from National Forest land before final acceptance and payment of the project.

**ARCHAEOLOGICAL OR HISTORIC SITES (AGAR 452.236-73) (FEB 1988)**

If a previously unidentified archaeological or historic site(s) is encountered, the Contractor shall discontinue work in the general area of the site(s) and notify the Contracting Officer immediately.

**LANDSCAPE PRESERVATION**

The Contractor shall give attention to the effect of contract operation upon the landscape, shall take care to maintain natural surroundings undamaged, and shall conduct the work at all times in compliance with the following requirements:

A. Prevention of the Landscape Defacement. The Contractor shall not remove, deface, injure, or destroy trees, shrubs, lawns, or natural features unless specifically authorized by the Government.

Unless otherwise provided, the Contractor shall confine contract operations to within the areas designated in contract documents. Unless otherwise provided in this contract, the Contractor shall gather rock, which falls outside the roadway due to contract operations and dispose of it as directed, by the Government.

B. Protection of Streams, Lakes, and Reservoirs. The Contractor shall take sufficient precautions to prevent pollution of streams, lakes, small ponds, and reservoirs with fuels, oils, bitumen, dust palliatives, silt, or other harmful materials. Mechanical equipment shall not be operated in live streams without written approval of the Government. If a petroleum spill should take place in the water, the Contractor shall immediately notify the COR and the Oregon Emergency Response System (OERS), telephone 1-800-452-0311 or 1-503-378-4124.

### **THREATENED, ENDANGERED, AND SENSITIVE SPECIES**

Endangered Species - The Government may direct the Contractor to discontinue all operations in the event that listed or proposed threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, or Federal candidate (Category 1 and 2), sensitive or state listed species, are discovered to be present in or adjacent to the project area. Actions taken under this paragraph shall be subject to the Suspension of Work clause, FAR 52.242-14.

### **PROPERTY AND PERSONAL DAMAGE**

(a) The Contractor shall use every precaution necessary to prevent damage to public and private property. Land monuments and property markers shall not be disturbed until the Contracting Officer, or his/her representative, has witnessed or otherwise referenced their location and directed their removal.

(b) The Contractor shall be responsible for all damage to property and to persons, including third parties, that occur as a result of his/her agent's or employee's fault or negligence. The term "third parties" is construed to include employees of the government.

### **PUBLIC OFFICIALS NOT PERSONALLY LIABLE**

There shall be no personal liability upon the Contracting Officer or officer in charge, their agents or employees, for any act performed in the discharge of any duty imposed or the exercise of any power or authority conferred upon them, by, or with the scope of the contract, it being understood that in all such matters they act solely as agents and representatives of the Government.

### **TRASH AND REFUSE MATERIAL**

Contractor shall remove all of his/her own trash and refuse from the contract area. Material to be removed includes, but is not limited to: used engine oil, oil filters, oil cans, grease cartridges, camp refuse such as tin cans, paper garbage, etc. All placement of sanitary facilities will require prior approval of the Contracting Officer.

**STORAGE OF MATERIALS AND EQUIPMENT**

Materials shall be stored to assure the preservation of their quality and fitness for work. Approved portions of the right-of-way or other areas on Government land may be used for storage purposes. All storage sites approved by the Government shall be restored to a satisfactory condition at the Contractor's expense.

**POTENTIAL SAFETY HAZARDS****INHERENTLY HAZARDOUS CONDITIONS SAFETY PLAN CERTIFICATION**

(a) Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor. This list shall not be deemed to be all inclusive. The Contractor shall bear the sole responsibility for taking all appropriate actions necessary to prevent accidents and injuries to individuals at the worksite.

(b) The following conditions have been identified by the Government as inherently hazardous to a degree that failure to take the proper precautions could lead to serious injury or loss of life. This listing shall not be construed as all-inclusive. The successful Contractor shall certify that his/her Safety Plan conforms to the requirements of OSHA. The Safety Plan certification shall be submitted prior to commencing work on the project. Appropriate actions shall be taken by the Contractor to implement this plan during performance and to take any and all other necessary steps to mitigate the dangers from hazards.

Soft sand.  
Other vehicles.  
The inability to see hazards within the project area.  
The inhalation of potentially hazardous material.  
Excavation/slope stability removing sand dunes.  
Traffic control on high-volume, high-speed and/or limited visibility roads.  
Travel on sand roads and decommissioned roads, roads with waterbars and other barriers.  
Heavy equipment operation.  
Fire hazards.  
Hazardous materials handling.  
Hydraulic and/or pneumatic and/or high pressure hazards.  
Mechanical hazards such as pulleys, springs, etc.

**PERSONAL PROTECTIVE EQUIPMENT**

1. The contractor will train in the safe operation and use of equipment to all workers using such equipment.

2. Personal protective equipment, including personal protective equipment for eyes, face, head, and extremities shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards or processes encountered in a manner capable of causing injury or impairment in the function of any part of the body.
3. Defective or damaged personal protective equipment shall not be used.
4. The contractor shall assure that each employee wears foot protection that provides adequate traction and ankle support. Employees operating chain saws shall wear foot protection that is constructed with cut-resistant material which will protect the employee against contact with a running chain saw.
5. The contractor shall provide, at no cost to the employee, and assure that each employee who works in an area where there is potential for head injury from falling objects or flying objects wears a hard hat that meets the minimum requirements of American National Standards Institute (ANSI) standard Z89.1-1997.
6. The contractor shall provide, at no cost to the employee, eye protection where there is potential for eye injury due to flying objects. This eye protection must meet the minimum requirements of ANSI standard Z87.1-2003.
7. The contractor shall provide, at no cost to the employee, hearing protection where there is a potential for hearing loss due to high intensity noise e.g., chain saw operation.

AGAR 452.209-71 ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS (FEB 2012) ALTERNATE I (FEB 2012)

(a) This award is subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it –

(1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been

exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

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

(b) If the awardee fails to comply with these provisions, the Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 433 or 434.

**EMERGENCY CONTROL (AGAR 452.236-77) (NOV 1996)**

(a) Contractor's Responsibility for Fighting Fire. (1) The Contractor, under the provisions of FAR clause 52.236-9, PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS, shall immediately extinguish, all fires on the work site other than those fires in use as part of the work. (2) The Contractor may be held liable for all damages and for all costs incurred by the Government for labor, subsistence, equipment, supplies, and transportation deemed necessary to control or suppress a fire set or caused by the Contractor or the Contractor's agents or employees.

(b) Contractor's Responsibility for Notification in Case of Fire. The Contractor shall immediately notify the Government of any fires sighted on or in the vicinity of the work site.

(c) Contractor's Responsibility for Responding to Emergencies. When directed by the Contracting Officer, the Contractor shall allow the Government to temporarily use employees and equipment from the work site for emergency work (anticipated to be restricted to fire fighting). An equitable adjustment for the temporary use of employees and equipment will be made under the CHANGES clause, FAR 52.243-1.

**FSAR 4G52.222-701 EMPLOYMENT OF ELIGIBLE WORKERS (DEC 1999)**

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

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

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

Compliance with Section 274A of the Immigration and Nationality Act (8 U.S.C. 1324a) is a material condition of the contract. If the contractor employs unauthorized workers during contract performance in violation of section 274A, the Government may terminate the contract, in addition to other remedies or penalties prescribed by law. For further information on the requirements of the Act, contractors should contact the Employer and Labor Relations Officer of their local INS office.

**Field Sanitation**

In accordance with US Department of Labor Fact Sheet No. ESA 97-28 "Field Sanitation Standards" (Ref. 29CFR 1928.110), employers must provide:

- ▶ Potable drinking water, suitably cool and in sufficient amounts, dispensed in single-use cups or by fountains, located so as to be readily accessible to employees.
- ▶ Facilities maintained in accordance with public health sanitation practices include upkeep of water quality through daily change or more often if necessary.
- ▶ Notification to each employee of the location of the water and allowance of reasonable opportunities during the workday to use them. The employer also must inform the employee of the relevant health hazards in the field and the practices necessary to minimize them.

**Employees cannot be made to bear the costs incurred by the employer for providing required facilities.**

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

**FSAR 4G52.222-703 MIGRANT AND SEASONAL AGRICULTURAL WORKER PROTECTION ACT REGISTRATION (DEC 1999)**

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

If the contractor employs or anticipates hiring employees subject to MSPA, the contractor shall provide a valid U.S. Department of Labor MSPA Registration Number to the Contracting Officer within 10 days after notification of award of the contract.

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

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

#### **TERMINATION FOR DEFAULT, DAMAGES FOR DELAY**

Employment of undocumented workers is conducive to creating situations that cause undue and unwarranted disruptions to contract work. To avoid these situations, it is hereby mutually agreed in the event the Contracting Officer receives written notice from the U. S. Immigration and Naturalization Service of two (2) separate instances where undocumented workers were employed on work under this Contract; action will be taken to place the Contractor in default.

#### **DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

##### DESCRIPTION OF WORK

The purpose of this contract is to secure a bulldozer with a brush rake to restore open sand dunes by piling invading European beachgrass, Scot's broom and shorepine in an area north of the Bull Run Off-Highway Vehicle (OHV) Staging Area on the Oregon Dunes National Recreation Area. The Contractor shall furnish all labor, supervision, transportation, supplies (except those designated as Government-furnished), and incidentals to perform all work specified herein. Piled debris will be burned by the Forest Service at a later date.

#### **PROJECT LOCATION AND ACCESSIBILITY**

##### PROJECT LOCATIONS

The project location is shown on the enclosed map (Figure 1). The legal description for the project location is Township 25 South, Range 10West, Section 29.

Work will consist of machine piling European beachgrass, Scot's broom, shorepine and other associated vegetation from two areas of sand hummocks. Area A (see Figure 1) is 44 acres in size and consists of vegetated hummocks separated by narrow "spider-web-like" sand trails. In this area a bulldozer would be used to clear the vegetation. Area B consists of about 9 acres of open sand with a few scattered hummocks. Less than 1 total acre would be treated in this area with a bulldozer.

Woody material shall be piled at locations designated by the COR. Beachgrass will also be piled if it can be successfully separated from enough of the sand that it creates a burnable pile. Piled debris will be burned by the Forest Service at a later date. If the beachgrass cannot be separated from the sand then it will be buried in pits or trenches on site and to a depth determined by the COR.

Access to the work site is from Bull Run OHV Staging Area. The actual work site starts about ¼ mile northwest of the staging area across open sand. Service vehicles will need to be able to operate on open sand dunes and must be equipped with a red or orange safety flag that extends at least nine feet above the ground. The work site is located in a high-use OHV recreation area.

After the first year's work, maintenance work will occur where beachgrass has re-sprouted and where Scot's broom seeds have germinated in the old burn piles.

### ACCESSIBILITY

Access to the worksite is across open sand dunes from the Bull Run OHV Staging Area parking lot. All wheel drive or similar transportation capable of travel over open sand dunes is needed to reach the project work site. Travel on sand dunes sand access roads may require low tire pressure. Should a vehicle become stuck in the sand the operator has full responsibility for extricating the vehicle and repairing any and all damage to the vehicle and the natural resources affected.

The contractor must follow all applicable federal, state, and local OHV regulations when operating service vehicles off-road.

Inaccessibility due to sifting sand may occur. If access to the worksite from the Bull Run OHV Staging Area is blocked, the government may 1) designate access using an alternate route, or 2) suspend operations until access can be restored.

### EQUIPMENT REQUIREMENTS

Equipment shall be furnished on a fully-operational basis, of modern design, and in good operating condition, with a competent, qualified operator. Equipment shall be clean and free of soil, seeds, vegetative matter or debris that contain or hold seeds. Also free of fluid leaks and in good operating condition. The dozer(s) shall meet minimum requirements listed below:

- a. Minimum track width 20 inches.
- b. Hydraulic semi-U front blade at least 11 feet in width.
- c. Turbo diesel engine with a minimum power of 190 h.p. at the fly wheel.
- d. Equipment shall be equipped with a protective roll over cage.
- e. Equipment shall be free of fluid leaks and in good operational condition.

The following makes and models are examples of equipment meeting the required specifications:

Caterpillar D7RXXR      Caterpillar D8H

### EQUIPMENT OPERATION

- A. The Government shall determine the order and time period of the project sites to be worked.
- B. Notwithstanding the fact that the Government will be directing the Contractor's work, the Contractor is responsible for operating equipment in a manner that is safe and within the capabilities of the equipment specified. The Government assumes no responsibility for

equipment specified. The Government assumes no responsibility for damage to equipment due to work which is within the scope of this contract. If the Contractor believes that a particular order from the Government is unsafe, the Contractor shall immediately notify the Contracting Officer in writing. If the Contractor believes that a particular order is outside the scope of the contract, the Contractor shall notify the Contracting Officer in writing prior to following the order.

- C. The Contractor shall be responsible for all repairs, maintenance, and operating supplies required in the use of the equipment. Should the need for repairs develop, such repairs shall be accomplished within two (2) calendar days or the equipment shall be replaced with an appropriate piece of equipment at no additional cost to the Government. Should the cumulative breakdown time constitute 50% of the contract time, the Contractor shall replace the equipment at no additional cost to the Government.
- D. All operators of equipment used on this project will have sufficient skill and experience to properly perform the work assigned. An operator who, in the opinion of the COR, is not thoroughly knowledgeable in equipment operation, or equipment rental specifications, will be removed and replaced immediately upon written request of the Contracting Officer.
- E. Service and refueling areas will be designated by the COR or The Inspector.

### **Environmental Considerations**

Prior to moving onto National Forest land, the Contractor shall ensure that all equipment and vehicles are free of soil, seeds, vegetative matter, or other debris that could contain or hold noxious weeds. The Contractor shall contact the COR prior to moving onto National Forest land for equipment inspection. Any vehicle that leaves the worksite and visits another worksite(s) not associated with this contract will need to be re-cleaned. Excluded from this re-cleaning requirement is the standard use of service vehicles on state and federal highways county roads, and aggregate covered forest roads.

The Contractor shall be responsible for all safety precautions and hazardous waste spill response.

Equipment fueling, maintenance, and repairs shall not be done within 150 feet horizontal distance of any body of water.

### **Safety Requirements**

The Contractor shall provide to the Government a safety plan detailing with how the Contractor will manage an accident or injury on the project sites. The safety plan will include the evacuation route, the nearest hospital and the communication used. The Contractor will also provide the Government will a spill plan detailing what the Contractor will do in the event of a fuel, oil or fertilizer spill on the project sites.

The Contractor shall have the following spill containment equipment on-site during operations: one five gallon bucket, 30'x6" boom capable of absorbing petroleum based products, and one case of absorbent pads capable of absorbing petroleum based products.

All vehicles accessing the project area must have a red or orange 8"x12" flag capable of being displayed 9 feet above ground level.

### **Certifications and Operations**

The contractor will train in the safe operation and use of equipment to all workers using such equipment.

### **ADDITIONAL PROVISIONS APPLICABLE TO RENTAL OF EQUIPMENT**

Loss, Damage, or Destruction - The Government will assume risk for loss, damage, or destruction of equipment rented under this contract, provided that no reimbursement will be made for loss, damage, or destruction when (a) due to ordinary wear and tear, or (b) negligence of Contractor or Contractor's agents caused or contributed to loss, damage, or destruction, or (c) damage caused by equipment defects unless such defects are caused by negligence of the Government or its employees.

### **PHYSICAL DATA** (FAR 52.236-4) (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

- (a) The indications of physical conditions in the specifications are the result of site investigations by surface observations.
- (b) Weather conditions typical for this area indicates the following normal work season and fire season:

Normal Work Season: Year around

Normal Fire Season: June 15 to October 15

### **CONTRACTOR'S SAFETY PLAN AND SPILL PLAN**

The Contractor shall provide to the Government a safety plan detailing with how the Contractor will manage an accident or injury on the project sites. The safety plan will include the evacuation route, the nearest hospital and the communication used. The Contractor will also provide the Government will a spill plan detailing what the Contractor will do in the event of a fuel, oil or fertilizer spill on the project sites.

### **EMERGENCY RESPONSE & NOTIFICATION**

The Contractor shall follow procedures outlined in the Siuslaw National Forest Spill Plan.

## **MATERIALS AND WORKMANSHIP**

- (b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.
- (c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee that Contracting Officer deems incompetent, careless, or otherwise objectionable.

## **SUSPENSIONS OF WORK FOR OTHER THAN GOVERNMENT'S CONVENIENCE**

The Contracting Officer may issue orders to suspend the work wholly or in part for such period of time as deemed necessary because of: (1) weather or ground conditions when further execution of the work might cause environmental or resource damage to the project, access roads to the project, or adjacent property. Such action would include but not be limited to instances such as siltation of streams, damage to access roads, rutting of project roads which causes otherwise suitable soils to be muddy or unsuitable; or (2) failure of the Contractor to comply with specifications such as but not limited to placement of frozen material in fills, placing of asphalts at temperatures lower than those specified, performing work prior to prerequisite approvals, operating equipment not meeting fire requirements, or when conditions exist which do not meet safety requirements. Whether or not a suspend work notice is issued, the Contractor shall be responsible for correcting any damage caused by its operation, whether inside or outside project limits, at no cost to the Government. Such suspensions shall not be considered as suspensions for the Convenience of the Government under FAR 52.212-12, Suspension of Work, and shall not qualify for an equitable adjustment.

## **TRANSPORTATION OF EQUIPMENT AND PAYMENT AT HOURLY RATE**

**The move in/move out costs shall be included in the hourly rate.** Hours of actual operation of equipment performing work will be paid at the hourly rate submitted. The COR will be responsible for keeping a record of all operational hours for each piece of equipment. All moving of equipment from the job for repairs or for Contractor's convenience will be at the Contractor's expense.

## **METHOD OF MEASUREMENT**

Measurement will be of the hours worked as indicated by the equipment hour meter and/or the COR's (or designated Inspector's) record of operational hours. Payment will be made on the basis of the total hours worked.

The cost of any Government-furnished property, or materials lost, damaged, or deemed unusable which have been issued to and in the possession of the Contractor during the performance of this project will be charged against the final payment.

### **BASIS OF PAYMENT**

Payment will be made on the work satisfactorily completed as determined by the COR. Payment will be made on the Contractor's bid rate as shown on the Schedule of Items. All other work and materials not shown on the Schedule of Items will be considered as incidental to and included in the payment for the item shown.

Each project area will be verified separately and not added to any other project site for acceptance

### **CONTRACTOR FURNISHED CRITICAL ITEMS/SERVICES**

1. All Equipment. See equipment requirements.
2. All fuels, lubricants, parts, labor and maintenance.
3. All transportation (haul in/haul out) of all equipment.
4. The contractor shall provide a brush rake for the dozer that has hinged attachment points located at the top of the dozer's blade and with teeth that extend below the lower edge of the blade. The brush rake shall not be attached to the lower portion of the blade and shall be able to swing freely from the upper attachment points.

#### **5.1 Technical Specifications**

5.1.1 Work consists of dislodging and piling woody vegetation consisting of Scot's broom, shorepine and other miscellaneous shrubs and trees. Included in the piles will be the vegetation's branches, main stems, trunks, and rootwads. Work also consists of scraping beachgrass shoots and roots from within the project area and either separating the vegetation from the sand before adding it to the piles or burying it in pits or trenches to a depth prescribed by the COR. The COR will also prescribe to what depth the grasses must be excavated in order to remove the bulk of the underground rhizomes (a rhizome is a lateral-growing, underground stem).

5.1.2 Pile locations must be approved by the COR prior piling debris.

5.1.3 Trees may require cutting if the dozer cannot safely and easily remove them from the ground and pile them. The Contractor shall provide needed equipment and operator cutting of trees.

5.1.4 Service areas shall be located on flat sandy areas of the worksite greater than 150 feet from any bodies of water, or at the Bull Run OHV Staging Area parking lot.

#### **5.2 Notification Requirements**

5.2.1 Within 24 hours prior to actual operations, Contractor shall notify the COR of the location and time scheduled for work to take place.

5.2.2 Immediately notify the COR of any vehicle accidents.

### 5.3 Payment

Payment will be made following satisfactory completion and acceptance of work at the rate based on the Schedule of Items.

**PART II--CONTRACT CLAUSES**  
**SECTION I--CONTRACT CLAUSES**

**FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

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

[www.arnet.gov/far/](http://www.arnet.gov/far/)

[www.usda.gov/procurement/policy/agar.html](http://www.usda.gov/procurement/policy/agar.html)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (*Applicable if contract exceeds \$30,000*)
- 52.213-4 Terms and Conditions-Simplified Acquisitions (Other Than Commercial Items) (JAN 2011)
- 52.215-8 Order of Precedence--Uniform Contract Format (OCT 1997)
- 52-217-8 Option to Extend Services (NOV 1999)
- 52.219-6 Notice of Total Small Business Set-Aside (MAY 2004)
- 52.222-3 Convict Labor (JUN 2003)
- 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
- 52.222-26 Equal Opportunity (MAR 2007) (*Applicable if contract exceeds \$10,000*)
- 52.222-36 Affirmative Action for Workers with Disabilities (OCT 2010) (*Applicable if contract exceeds \$15,000*)
- 52.222-41 Service Contract Act of 1965, as Amended (NOV 2007)
- 52.222-50 Combating Trafficking in Persons (FEB 2009)
- 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (DEC 2007)
- 52.223-6 Drug-Free Workplace (MAY 2001) (*Applicable if contract is awarded to an individual*)
- 52.232-1 Payments (APR 84)
- 52.232-8 Discounts for Prompt Payment (FEB 2002)
- 52.232-11 Extras (APR 1984)
- 52.232-23 Assignment of Claims (JAN 1986)
- 52.232-25 Prompt Payment (OCT 2008)
- 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
- 52.233-1 Disputes (JULY 2002)
- 52.233-3 Protest After Award (AUG 1996)
- 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
- 52.243-1 Changes--Fixed-Price (AUG 1987)--Alternate I (APR 1984)
- 52.244-6 Subcontracts for Commercial Items (MAR 2009)
- 52.245-1 Government Property (AUG 2010)
- 52.253-1 Computer Generated Forms (JAN 1991)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

- 452.228-71 Insurance Coverage (NOV 1996)
- 452.237-70 Loss, Damage, Destruction or Repair (FEB 1988)
- 452.237-75 Restrictions Against Disclosure (FEB 1988)

**52.204-7 Central Contractor Registration (APR 2008)**

(a) Definitions. As used in this clause—

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

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

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

“*Registered in the CCR database*” means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)

- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

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

(1) An offeror may obtain a DUNS number—

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

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

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

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

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

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

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the

Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

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

**PART III--LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS****SECTION J--LIST OF ATTACHMENTS****CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS**

The following attachments are made a part of this solicitation and any resultant contract.

<b><u>Attachment:</u></b>	<b><u>Number of Pages</u></b>
1. Vicinity Map (Separate)	1
2. Dozer & Brush Rake photo (separate)	1
3. Wage Determination 1977-0079 Revision 45, dated 6/19/2013	3
4. Fire Protection and Suppression Forms, R6-FS-6300-52 & R6-FS-6300-54	7

WD 77-0079 (Rev.-45) was first posted on www.wdol.gov on 06/25/2013  
Forestry and Land Management Services

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210

Diane C. Koplewski    Division of Wage  
Director                    Determinations

Wage Determination No: 1977-0079  
Revision No: 45  
Date Of Revision: 06/19/2013

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State: Oregon  
Area: Oregon Statewide  
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**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

Employed on contract(s) for Forestry and Logging Services.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
08010 - Brush/Precommercial Thinner		14.69
08040 - Choker Setter		14.79
08070 - Faller/Bucker		26.12
08100 - Fire Lookout		14.21
08130 - Forestry Equipment Operator		17.16
08160 - Forestry/Logging Heavy Equipment Operator		17.16
08190 - Forestry Technician		18.92
08200 - Forestry Truck Driver		15.02
08250 - General Forestry Laborer		11.84
08280 - Nursery Specialist		19.68
08310 - Slash Piler/Burner		9.45
08340 - Tree Climber		9.45
08370 - Tree Planter		13.30
08400 - Tree Planter, Mechanical		13.30

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 10 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract

(either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such

unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**USDA FOREST SERVICE  
PACIFIC NORTHWEST REGION  
FIRE PROTECTION AND SUPPRESSION**

**1. Fire Period and Closed Season**

Specific fire prevention measures are listed below and shall be effective for the period April 1 to October 31 of each year. The Forest Service may change the dates of said period by advance written notice if justified by unusual weather or other conditions. Required tools and equipment shall be kept currently in serviceable condition and immediately available for initial attack on fires.

**2. Fire Plan**

Before starting any operations on the project, the Contractor, Permittee, Licensee, or Purchaser, hereinafter referred to as the "Contractor", shall prepare a fire plan in cooperation with the Contracting Officer providing for the prevention and control of fires in the project area.

The Contractor shall certify compliance with fire protection and suppression requirements before beginning operations during the fire period and closed season, and shall update such certification when operations change.

**3. Substitute Measures**

The Contracting Officer may by written notice authorize substitute measures or equipment or may waive specific requirements during periods of low fire danger.

**4. Emergency Measures**

The Forest Service may require emergency measures, including the necessary shutting down of equipment or portions of operations in the project area during periods of fire emergency created by hazardous climatic conditions.

**5. Fire Control**

The Contractor shall, independently and in cooperation with the Forest Service, take all reasonable action to prevent and suppress fires in the project area. Independent initial action shall be prompt and shall include the use of all personnel and equipment available in the project area.

For the purpose of fighting forest fires on or in the vicinity of the project which are not caused by the Contractor's operations, the Contractor shall place employees and equipment temporarily at the disposal of the Forest Service. Any individual hired by the Forest Service will be employed in

accordance with the Interagency Pay Plan for Emergency Firefighters. The Forest Service will compensate the Contractor for equipment rented at fire fighting equipment rates common in the area, or at prior agreed to rates.

## **6. Compliance with State Forest Laws**

Listing of specific fire precautionary measures herein is not intended to relieve the Contractor in any way from compliance with the State Fire Laws covering fire prevention and suppression equipment, applicable to operations under this contract, permit or license.

## **7. Fire Precautions**

Specific fire precautionary measures are as follows:

### **a. Smoking and Open Fires**

Smoking and fires shall be permitted only at the option of the Contractor. The Contractor shall not allow open fires on the project area without advance permission in writing from Forest Service.

Unless restricted by State Law or Federal Regulation, smoking shall be permitted only in such portions of the project area that are free of flammable material. Smokers shall sit down to smoke in such a position that any burning material will fall within a cleared area, and shall extinguish and press out in mineral soil all burning material before leaving the cleared area.

### **b. Fire Extinguishers and Equipment on Trucks, Tractors, etc.**

All power-driven equipment operated by the Contractor on National Forest land, except portable fire pumps, shall be equipped with one fire extinguisher having a UL rating of at least 5 BC, and one "D" handled or long handled round point shovel, size "0" or larger. In addition, each motor patrol, truck and passenger-carrying vehicle shall be equipped with a double-bit axe or Pulaski, 3-1/2 pounds or larger.

Equipment shall be kept in a serviceable condition and shall be readily available.

### **c. Power Saws**

Each gasoline power saw operator shall be equipped with a pressurized chemical fire extinguisher of not less than 8-ounce capacity by weight, and one long-handled round point shovel, size "0" or larger. The extinguisher shall be kept in possession of the saw operator at all times. The shovel shall be accessible to the operator within 1 minute.

**d. Extinguishers**

One refill for each type or one extra extinguisher sufficient to replace each size extinguisher required on equipment shall be safely stored in the fire tool box or other agreed upon place on the project area that is protected and readily available.

**e. Spark Arresters and Mufflers**

Each internal combustion engine shall be equipped with a spark arrester meeting either (1) USDA Forest Service Standard 5100-1a, or (2) appropriate Society of Automotive Engineers (SAE) recommended practice J335(b) and J350(a) as now or hereafter amended unless it is:

(1) Equipped with a turbine-driven exhaust supercharger such as the turbocharger. There shall be no exhaust bypass.

(2) A passenger-carrying vehicle or light truck, or medium truck up to 40,000 GVW, used on roads and equipped with a factory-designed muffler complete with baffles and an exhaust system in good working condition.

(3) A heavy duty truck, such as a dump or log truck, or other vehicle used for commercial hauling, used only on roads and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab.

Exhaust equipment described in this subsection, including spark arresters and mufflers, shall be properly installed and constantly maintained in serviceable condition.

**f. Emergency Fire Precautions**

The Contractor shall restrict operations in accordance with the Industrial Fire Precaution Levels listed below. The Forest Service may change the Industrial Fire Precaution Levels to other values upon revision of the National Fire Danger Rating System and may change the specific Industrial Fire Precaution Levels when such changes are necessary for the protection of the National Forest. When sent to the Contractor, the revised Industrial Fire Precaution Levels will supersede the attached levels.

INDUSTRIAL FIRE PRECAUTIONS SCHEDULE

LEVEL	INDUSTRIAL FIRE PRECAUTION (IFPL)
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I. **Closed season** - Fire precaution requirements are in effect. A fire watch/security is required at this and all higher levels unless otherwise waived.

II. **Partial hootowl** - The following may operate only between the hours of 8 p.m. and 1 p.m., local time:

- a. Power saws, except at loading sites;
- b. Cable yarding;
- c. Blasting;
- d. Welding or cutting of metal.

III. **Partial shutdown** - The following shall be prohibited except as indicated:

**Cable yarding** - except that gravity operated logging systems employing non-motorized carriages may be operated between the hours of 8 p.m. and 1 p.m., local time, when all block and moving lines, except the line between the carriage and the chokers, are suspended 10 feet above the ground;

**Power saws** - except power saws may be used at loading sites and on tractor/skidder operations between the hours of 8 p.m. and 1 p.m., local time.

In addition, the following are permitted between the hours of 8 p.m. and 1 p.m., local time:

- a. Tractor/skidder operations;
- b. Mechanized loading and hauling of any product or material;
- c. Blasting;
- d. Welding or cutting of metal;
- e. Any other spark-emitting operation not specifically mentioned.

IV. **General shutdown** - All operations are prohibited.

The following definitions shall apply to these Industrial Fire Precaution Levels:

**Cable yarding systems:** A yarding system employing cables and winches in a fixed position.

**Closed season (Fire Precautionary Period):** That season of the year when a fire hazard exists as declared by the responsible agency official.

**Contracting Officer:** The person executing the contract, permit or license on behalf of the Government and includes that person's designated representative, acting within the limits of their authority or the duly appointed successor to the individuals.

**Loading sites/woods site/project area:** A place where any product or material (including but not limited to logs, firewood, slash, soil, rock, poles, posts, etc.) is placed in or upon a truck or other vehicle.

Low hazard area: Means any area where the responsible agency representative (WDNR, ORF, BIA, BLM) determines the combination of elements reduces the probability of fire starting and/or spreading.

Tractor/skidder operations: include a harvesting operation, or portion of a harvesting operation, where tractors, skidders, or other harvesting equipment capable of constructing fire line, are actively yarding forest products and can quickly reach and effectively attack a fire start.

Waivers, written in advance, may be used for any and all activities. Activities for which waivers may be issued include, but are not limited to:

- a. Mechanized loading and hauling;
- b. Road maintenance such as sprinkling, graveling, grading and paving;
- c. Cable yarding using gravity systems or suspended lines and blocks, or other yarding systems where extra prevention measures will significantly reduce the risk of fire;
- d. Powers saws at loading sites or in felling and bucking where extra prevention measures will significantly reduce the risk of fire;
- e. Maintenance of equipment (other than metal cutting and welding) or improvements such as structures, fences and power lines.

Such waiver, or substitute precautions will prescribe measures to be taken by the Contractor to reduce the risk of ignition, and/or the spread of fire. The Contracting Officer shall consider site-specific weather factors, fuel conditions, and specific operations that result in less risk of fire ignition and/or spread than contemplated when precaution level was predicted. Consideration shall also be given to measures that reduce the precaution levels above. The Contractor shall assure that all conditions of such waivers or substitute precautions are met.

The Contractor shall obtain the predicted Industrial Fire Precaution Level daily, prior to the start of work, from the appropriate Ranger District headquarters. If predictions made after 6:00 p.m., local time, are significantly different than the original prediction, the Forest Service will inform the Contractor when changes in restrictions or industrial precautions are made.

NOTE: The IFPL system does not apply on lands protected by ODF east of the summit of the Cascades.

Where hauling involves transit through more than one shutdown/regulated use area, the precaution level at the woods loading site shall govern the level of haul restriction, unless otherwise prohibited by other than industrial precaution level system.

## 8. Fire Tools

The Contractor shall furnish serviceable fire fighting tools in a readily accessible fire tool box or compartment of sound construction with a hinged lid and hasp so arranged that the box can be secured or sealed. The box shall be red and marked "Fire Tools" in letters one inch high. It shall contain a minimum of:

- a. 2 axes or Pulaskis with a 32-inch handle;
- b. 3 adze eye hoes. One Pulaski may be substituted for 1 adze eye hoe;
- c. 3 long-handled, round point shovels, size "0" or larger.

## 9. Fire Security

When the Industrial Fire Precautions Level is "I" or higher, unless a waiver is granted, the Contractor shall designate a person who shall perform fire security services listed below on the project area and vicinity. The designated person shall be capable of operating the Contractor's communications and fire fighting equipment specified in the contract, excluding helicopters, and of directing the activities of the Contractor's personnel on forest fires. In lieu of having the designated person perform the required supervisory duties, the Contractor may provide another person meeting the qualifications stated above to direct the activities of Contractor's personnel and equipment during all fire fighting activities.

Services described shall be for at least 1 hour from the time the Contractor's operations are shut down. For the purposes of this provision, personnel servicing equipment, and their vehicles, who are not engaged in cutting or welding metal are excluded.

Fire security services shall consist of moving throughout the operation area or areas constantly looking, reporting, and taking suppression action on any fires detected. Where possible, the designated person shall observe inaccessible portions of helicopter operating areas from vantage points within or adjacent to project area.

## 10. Blasting

Whenever the Industrial Fire Precaution Level is "II" or greater, a fire security person equipped with a long-handled, round point, No. "0" or larger, shovel, and a five-gallon backpack pump can filled with water will stay at location of blast for 1 hour after blasting is done. Blasting may be suspended by Forest Service in writing, in an area of high rate of spread and resistance to control.

Fuses shall not be used for blasting. Explosive cords shall not be used without written permission of Forest Service, which may specify conditions under which such explosives may be used and precautions to be taken.

USDA Forest Service – Pacific Northwest Region  
Fire Protection and Suppression  
FS-6300-54

**Additional Fire Precautionary Measure 2 – Communications**

**12.** The Contractor shall provide adequate two-way communication facilities to report a fire to Forest Service within 15 minutes of detection. FCC Regulations prohibit commercial use of Citizen Band (CB) radios. (CB's are not considered adequate two-way communications.)

Such communications shall be operable during periods of operation of power-driven equipment, including the time fire security is required.

**PART IV--REPRESENTATIONS AND INSTRUCTIONS****SECTION K--REPRESENTATIONS, CERTIFICATIONS, AND  
OTHER STATEMENTS OF OFFERORS OR RESPONDENTS****AGAR 452.219-70 SIZE STANDARD AND NAICS CODE INFORMATION (SEP 2001)**

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

Contract line item(s):	1
--NAICS Code	238910
--Size Standard	\$14.0 million

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

**52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2011)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238910.  
(2) The small business size standard is \$14.0 million.

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

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

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

(i) Paragraph (d) applies.

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

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

(i) [52.203-2](#), Certificate of Independent Price Determination.

This provision applies to solicitations when a firm fixed-price contract or fixed-price contract with economic

price adjustment is contemplated, unless—

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

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

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

(ii) [52.203-11](#), Certification and Disclosure Regarding

Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

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

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

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

(B) Exceed the simplified acquisition threshold;

and

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

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

(vi) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except

those in which the place of performance is specified by the Government.

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

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

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

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

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

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

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

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

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

(xiv) [52.223-4](#), Recovered Material Certification.

This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xv) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at

[52.225-1](#). [52.2-12](#)

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

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

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

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

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

(xviii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

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

(xx) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

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

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

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

[*Contracting Officer check as appropriate.*]

\_\_\_ (i) [52.219-22](#), Small Disadvantaged Business Status.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

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

\_\_\_ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

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

\_\_\_ (vi) [52.223-13](#), Certification of Toxic Chemical Release Reporting.

\_\_\_ (vii) [52.227-6](#), Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

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

*identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA (End of provision)

**FAR 52.219-28 Post-Award Small Business Program Representation. (APR 2009)**

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

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

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

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

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

(3) For long-term contracts—

- (i) Within 60 to 120 days prior to the end of the fifth year of the contract;  
and
  - (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
  
- (c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardtopics/>.
  
- (d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.
  
- (e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.
  
- (f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.
  
- (g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:  
The Contractor represents that it \_\_\_ is, \_\_\_ is not a small business concern under NAICS Code \_\_\_\_\_ assigned to contract number \_\_\_\_\_.  
*[Contractor to sign and date and insert authorized signer's name and title].*

**FAR 52.223-1 Biobased Product Certification (DEC 2007)**

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 2902, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

**SECTION L--INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS****FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[www.arnet.gov/far/](http://www.arnet.gov/far/)

[www.usda.gov/procurement/policy/agar.html](http://www.usda.gov/procurement/policy/agar.html)

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

52.215-1 Instructions to Offerors--Competitive Acquisition (JAN 2004)  
52.237-1 Site Visit (APR 1984)

**AGRICULTURE ACQUISITION REGULATIONS (48 CFR CHAPTER 4) CLAUSES**

452.204-70 Inquiries (FEB 1988)



**2. Equipment to be used for Schedule of Items 1:**

Equipment w/Operator: Specify Size and Type of equipment and attachment(s) to accomplish specified work

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**GOVERNMENT EMPLOYEES, FORMER USDA EMPLOYEES, AND USDA RETIREES**

The offeror/quoter represents and certifies that--

- (a) It  is,  is not a current Federal Government employee.
- (b) It  is,  is not a former USDA EMPLOYEE.
- (c) It  is,  is not a retired USDA employee. If retired, give date of retirement

\_\_\_\_\_  
(d) It  is,  is not related to a current Forest Service employee on any forest service unit within the Siuslaw National Forest. If so, list employee's name and location.

\_\_\_\_\_  
The firm  is,  is not substantially owned or controlled by a former USDA employee or retiree.

**REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION (AGAR 452.209-70) (DEVIATION 2012-01) (FEB 2012) (ALTERNATE 1)**

(a) Awards made under this solicitation are subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that –

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

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

- (2) (i) The Offeror has [ ], has not [ ] (*check one*) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.
- (ii) Offeror has [ ], has not [ ] (*check one*) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal law in the 24 months preceding the date of offer.
- (3) The Offeror does [ ], does not [ ] (*check one*) have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.