# SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

*OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30*

1. REQUISITION NUMBER: 1168292

PAGE 1 OF 3

2. CONTRACT NO.

3. AWARD/ EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 12363N26Q4110

6. SOLICITATION ISSUE DATE: 07/09/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Kasandra Meyer
kasandra.meyer@usda.gov

b. TELEPHONE NUMBER (No collect calls)

8. OFFER DUE DATE/LOCAL TIME: 08/12/2026 1700 PT

9. ISSUED BY CODE 363N

USDA-FS STEWARDSHIP CONTRACTING BR
1400 INDEPENDENCE AVE SW
MS-1138
WASHINGTON DC 20250-1138

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % FOR:

☒ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 113310

SIZE STANDARD: 500

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
☒ SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)
☐

13b. RATING

14. METHOD OF SOLICITATION
☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE 04P6

USDA FOREST SERVICE WAREHOUSE
LAKEVIEW RANGER DISTRICT
18049 HIGHWAY 395
LAKEVIEW OR 97630

16. ADMINISTERED BY CODE 363N

USDA-FS STEWARDSHIP CONTRACTING BR
1400 INDEPENDENCE AVE SW
MS-1138
WASHINGTON DC 20250-1138

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

Name:

Address:

Email:

SAM UEI:

TELEPHONE NO.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE

Invoice Processing Platform (IPP):
All invoices must be submitted electronically through the Invoice Processing Platform Via www.IPP.gov.

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|---|---|---|---|---|
| 0001 | Cottonwood Fuel Break Stewardship IRSC<br>Fremont-Winema National Forest<br>Lakeview Ranger District<br><br>Mandatory Item:<br>Control Feature: Cut, Skid, and Deck Conifer Trees<br>295 Acres<br><br>Continued ... | | | | See attached Schedule of Items for Item details |

*(Use Reverse and/or Attach Additional Sheets as Necessary)*

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*: MARK T. PHILLIPP

31c. DATE SIGNED

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|---|---|---|---|---|
| 0002 | Mandatory Item:<br>Control Feature: Cut, Skid, and Deck Conifer Trees within Old Growth Units<br>49 Acres<br>Product/Service Code: F014<br>Product/Service Description: NATURAL RESOURCES/CONSERVATION- TREE THINNING | | | | |
| 0003 | Optional Item:<br>Control Feature: Cut, Skid, and Deck Conifer Trees<br>138 Acres<br>Product/Service Code: F014<br>Product/Service Description: NATURAL RESOURCES/CONSERVATION- TREE THINNING | | | | |
| 0004 | Optional Item:<br>Grapple Pile<br>482 Acres<br>Product/Service Code: F014<br>Product/Service Description: NATURAL RESOURCES/CONSERVATION- TREE THINNING | | | | |
| 0005 | Optional Item:<br>Remove Timber Subject to Agreement<br>16,248 Tons<br>Product/Service Code: F014<br>Continued ... | | | | |

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|---|---|---|
| | | |

| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|---|---|
| | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE |

| 33. SHIP NUMBER | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT | 37. CHECK NUMBER |
|---|---|---|---|---|
| ☐ PARTIAL ☐ FINAL | | | ☐ COMPLETE ☐ PARTIAL ☐ FINAL | |

| 38. S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER | 40. PAID BY |
|---|---|---|
| | | |

| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | | 42a. RECEIVED BY *(Print)* | |
|---|---|---|---|
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | 41c. DATE | 42b. RECEIVED AT *(Location)* | |
| | | 42c. DATE REC'D *(YY/MM/DD)* | 42d. TOTAL CONTAINERS |

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|---|---|---|---|---|---|
| | Product/Service Description: NATURAL RESOURCES/CONSERVATION- TREE THINNING<br><br>Period of Performance is from Date of Award through December 1st, 2028 | | | | |

## C. GENERAL INFORMATION:

Proposals shall be valid for 60 days after the date of receipt for the solicitation. If additional time is needed, an extension will be requested from the Contracting Officer. Refer to these solicitations instructions for preparing your proposal and pricing. Submit technical proposals and price quotes separately, via email, to the following individual(s); Mark Phillipp (CO) at mark.phillipp@usda.gov and Kasandra Meyer (Contract Specialist) at Kasandra.meyer@usda.gov.

## D. DESCRIPTION

This is a combined synopsis/solicitation for commercial services prepared in accordance with FAR 12. This announcement constitutes the only solicitation. Offers are being requested, and a separate written solicitation will not be issued. **All Offerors must have an awarded Region 6 Pacific Northwest (PNW) BPA contract to be eligible for award under this solicitation.**

Solicitation number **12363N26Q4110** is issued as a request for quotation (RFQ).

**Description of Work-**

To advance EO 14225, Immediate Expansion of American Timber Production, and the USDA's National Active Forest Management Strategy. The objective of this project is to increase forest health and vigor and to remove hazardous fuels to reduce the threat of catastrophic wildfire by accomplishing the following:

1. Thin ponderosa pine and mixed conifer stands to acceptable stocking and spacing levels to increase tree vigor, overall stand health, and resilience to insects, disease, and catastrophic wildfire.
2. Reduce hazardous fuels to protect values at risk to wildfire, such as critical transportation routes, public safety, and heavily used recreation sites.
3. Promote conditions where, in the event of wildfire, firefighters will have a favorable operating environment to perform suppression work and members of the local community can safely exit the area.
4. Establish control features along roads and other locations that can be used for containment during a wildfire or prescribed fire.

Project Location- From Lakeview to access the project location head west on highway 140. Take Forest Service Road 3870. Follow the 3870 to the intersection of 3724. The project is in all or portions of T38S R17E Sec 33, T37S R17E Sec 33, T37S R18E Sec 33, and T38S R18E Sec 33.

This acquisition is set aside for small business concerns. This solicitation incorporates provisions and clauses by reference. The full text of provisions and clauses may be accessed electronically at www.acquisition.gov.

The associated North American Industrial Classification System (NAICS) code for this procurement is **113310 – Logging**, with a small business size standard of 500 Employees. The product service code is **F014**. The government will award a firm-fixed price (FFP) contract resulting from this combined synopsis/solicitation to the responsible offeror whose offer, conforming to the synopsis/solicitation, will be most advantageous to the government (as determined by the solicitation evaluation criteria).

All interested companies must provide quotation(s) for the following:

## 1. SCHEDULE OF ITEMS

**MANDATORY WORK ACTIVITIES:**

| ITEM NO. | DESCRIPTION OF MANDATORY WORK ACTIVITIES | UNIT | ESTIMATED QUANTITY | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|---|
| 1 | Control Feature - Cut, Skid, and Deck Conifer Trees | Acre | 295 | $ | $ |
| 2 | Control Feature - Cut, Skid, and Deck Conifer Trees within Old Growth Units | Acre | 49 | $ | $ |
| | | | | Total All Mandatory Service Items | $ |

**OPTIONAL WORK ACTIVITIES:**

| ITEM NO. | DESCRIPTION OF OPTIONAL WORK ACTIVITIES | UNIT | ESTIMATED QUANTITY | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|---|
| 3 | Control Feature - Cut, Skid, and Deck Conifer Trees | Acre | 138 | $ | $ |
| 4 | Grapple Pile | Acre | 482 | $ | $ |
| 5 | Remove Timber Subject to Agreement | Tons | 16,248 | NA | NA |
| | | | | Total All Optional Service Items | $ |

**TIMBER SUBJECT TO AGREEMENT PRICE SCHEDULE:**

| SPECIES | PRODUCT | ESTIMATED QUANTITY | UNIT OF MEASURE | MINIMUM ACCEPTABLE OFFER | OFFER (FLAT) |
|---|---|---|---|---|---|
| Combined softwood | Green Bio CV | Unestimated | Tons | **$0.01** | **NA** |
| Softwood Other | Sawtimber | 16,248 | Tons | **$1.17** | **$** |

**Schedule Notes**

Note: These schedules are for pricing/payment purposes. Refer to Section 26, Instructions to Offerors for business proposal requirements. Evaluation criteria used by the Forest Service for proposals is in Section 27 of this solicitation.

Note: Price Proposals MUST be provided on ALL Items in Schedules: Mandatory Work and Optional Work Activities Unit prices prevail.

The removal of Timber Subject to Agreement (TSA) is not required to be considered for award. If Sawtimber TSA removal is desired, enter an Offer (Flat) in the Timber Removal Price Schedule, and describe in the Technical Proposal. No entry indicates no desire to remove TSA. TSA will be removed as a non-pay item. Biomass TSA is solicited as an unestimated quantity. If biomass TSA is desired, quantity of removal can be negotiated after award and added through bi-lateral modification.

The timber product volume estimate of 16,248 tons (1.95 MMBF) was calculated using LiDar. The Minimum Acceptable Offer for Timber Products was determined using standard FS appraisal procedures, assuming 531 acres and 16,248 tons. Offer (Flat) rates shall prevail and WILL NOT be renegotiated or changed in future modifications. Timber products will be sold as scaled due to the use of Designation by Prescription and virtual boundaries.

Site Visit: See Section 23. SITE VISIT/PREPROPOSAL CONFERENCE for schedule details.

**PERIOD OF PERFORMANCE IS FROM DATE OF AWARD THROUGH DECEMBER 1st 2028**

## TECHNICAL DATA

**2. SOLICITATION ATTACHMENTS:** The following documents are made a part of this solicitation and any resultant contract.

| Title | Pages |
|---|---|
| 2. Appendix A – Performance Work Statement for Service Items | 23 |
| 3. Appendix B – Timber Removal (Scaled) Specifications | 27 |
| 4. Appendix C – Road Maintenance T-Specifications<br>Traffic Control Plan | 25<br>2 |
| 5. Contract Area Map | 1 |
| 6. Shp files<br>6a. Mandatory Item 1<br>6b. Mandatory Item 2<br>6c. Mandatory Item 3 | <br>1<br>1<br>1 |
| 7. Fire Plan | 3 |
| 8. Service Contract Act Wage Determination_1977-0079, Revision _82 dated 05_13_2026 | 3 |

## CONTRACT CLAUSES

### 3. FEDERAL ACQUISITION REGULATION (FAR) AND UNITED STATES DEPARTMENT OF AGRICULTURE ACQUISITION REGULATION (AGAR) CLAUSES AND PROVISIONS

The clauses and provisions contained herein are applicable to any order awarded as a result of this solicitation. The terms and conditions set forth herein supersede all other terms and conditions. Acceptance of the order in accordance with (IAW) FAR 12.201-1(b)(2) constitutes acceptance of all terms and conditions contained herein.

As part of the Revolutionary FAR Overhaul (RFO), system updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in this solicitation. Contracting officers will rely on representations from offers based on provisions in the solicitation. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

### 4. LAND MANAGEMENT ACTIVITIES.

The Forest Service is executing this procurement under the stewardship contracting authority provided under Section 8205 of Public Law 113-79, the Agricultural Act of 2014 as amended under Section 204 & 207 of the Consolidated Appropriations Act (Omnibus Bill 2018). Stewardship authority grants the Forest Service Chief or designee the authority to aggregate contractual requirements into stewardship projects and solicit those requirements.

Performance of land management activities shall be in accordance with Project Description and Work Specifications. Payment for Land Management Work Activities in **Schedule of Items** will be made in Appropriated Funds, and Stewardship Credits if Timber Subject to Agreement is awarded.

All Base Work Activities (Mandatory) shall be performed. Optional activities are listed in order of planned priority. Award may be made for optional items in any order that the Contracting Officer determines is in the best interest of the Government.

### 5. PROJECT DESCRIPTION

(a) Description of Work- To advance EO 14225, Immediate Expansion of American Timber Production, and the USDA's National Active Forest Management Strategy. The objective of this project is to increase forest health and vigor and to remove hazardous fuels to reduce the threat of catastrophic wildfire by accomplishing the following:

5. Thin ponderosa pine and mixed conifer stands to acceptable stocking and spacing levels to increase tree vigor, overall stand health, and resilience to insects, disease, and catastrophic wildfire.
6. Reduce hazardous fuels to protect values at risk to wildfire, such as critical transportation routes, public safety, and heavily used recreation sites.
7. Promote conditions where, in the event of wildfire, firefighters will have a favorable operating environment to perform suppression work and members of the local community can safely exit the area.
8. Establish control features along roads and other locations that can be used for containment during a wildfire or prescribed fire.

(b) Resulting Contract – This BPA call will be issued against the Pacific Northwest BPA when ordered by warranted contracting personnel. The resultant contract will be a commercial services contract with requirements for timber removal.

(c) Project Location- From Lakeview to access the project location head west on highway 140. Take Forest Service Road 3870. Follow the 3870 to the intersection of 3724. The project is in all or portions of T38S R17E Sec 33, T37S R17E Sec 33, T37S R18E Sec 33, and T38S R18E Sec 33.

**6. FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023)**

See parent BPA for full clause text and associated addenda.

**7. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation 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 the clause may be accessed electronically at Internet address https://www.acquisition.gov or https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52.

**FAR 52.204-13 System for Award Management—Maintenance (NOV 2025)**
**FAR 52.222-90 Addressing DEI Discrimination by Federal Contractors (APR 2026)**
**FAR 52.232-40 Providing Accelerated Payment to Small Business Subcontractors (MAR 2023)**
**FAR 52.240-91 Security Prohibitions and Exclusions (NOV 2025)**
**FAR 52.244-6 Subcontracts for Commercial Products and Commercial Services (NOV 2025)**

**8. SPECIFICATIONS**

General specifications for each Contract Activity individually described by an item number in the Schedule of Items can be found in Appendix A. Specifications for timber removal are found in Appendix B and associated road maintenance plans and specifications are in Appendix C for Stewardship related projects.

**9. FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within **10 calendar days** after receipt of Notice to Proceed or Order for specific work items, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **DECEMBER 1st, 2028**. The time stated for completion shall include final cleanup of the premises.

**10. CONTRACT OPERATIONS SCHEDULE**

Under this contract, "Contractor's Operations" shall include activities of or use of equipment of Contractor, Contractor's employees, agents, Subcontractors, or their employees or agents, acting in the course of their employment in operations hereunder on National Forest lands or within Forest Service protection boundary (unless acting under the immediate supervision of Forest Service).

Contractor's Operations shall be conducted in a workmanlike and orderly manner. The timing of required Forest Service designation of work on the ground and the performance of other Forest Service work shall not be such as to cause unnecessary delay to Contractor.

Contractor shall, before commencing operations, provide in writing an annual Operating Schedule of anticipated major activities and needs for logging Included Timber and completing stewardship projects, such as logging, road maintenance, and construction. Upon reasonable notice to Forest Service, such a schedule shall be subject to modifications necessitated by weather, markets, or other unpredictable circumstances.

Contractor's Operations may be conducted outside Normal Operating Season. "Normal Operating Season" is the period(s) beginning and ending on the dates stated below.

Normal Operating Season: June 1st – October 31st.

| **Timeframe** | **Restriction Description** |
|---|---|
| **January 1st-August 31st** | **No activity within ¼ mile of active Bald Eagle nest sites**<br>**No activity within 1 mile of Golden Eagle nest sites** |
| **March 1st-August 31st** | **No activity within ¼ mile of active and historic (5years) Northern Goshawk nest sites** |

## 11. FOREST PRODUCT APPRAISAL METHODOLGY

Minimum acceptable offer rates for Timber and Product removal were determined using standard Forest Service appraisal methodologies.

## 12. TIMBER PRODUCT VOLUME ESTIMATION

Quantities listed in Timber/Product removal schedules are estimates only. Volume quantities are made available with the understanding that values shown are Forest Service estimates and are not guaranteed. Contractors are urged to examine the contract areas and make their own estimates.

## 13. KEY PERSONNEL

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

Overall Project Manager
Logging Supervisor
Fuels Treatment Supervisor (for non-commercial activities)
Individual Sub-Managers – Individuals supervising individual sub-contracts for work items not covered by personnel noted previously herein.

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

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information

requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

**Key Personnel- Representatives:**

Unless otherwise agreed, Contractor shall designate, in writing, a representative who is authorized to receive notices in regard to performance under this contract and take related action. In no case shall Contractor designate any representative to this contract who is currently debarred, proposed for debarment, or suspended by the Federal Government. Contractor's representative shall provide a copy of the contract to Contractor's field supervisor and persons authorized to assume responsibilities in the field super- visor's absence. Prior to initial operations and after shutdowns of 10 days or more, Contractor's representative shall notify Forest Service 2 days, excluding weekends and Federal holidays, before any operations begin on Contract Area.

Contractor's representative shall designate, in writing, a field supervisor, one of whose responsibilities shall be on-the-ground direction and supervision of Contractor's Operations. The field supervisor shall be readily available to the area of operations when operations are in progress and shall be authorized to receive notices in regard to performance under this contract and take related action. The responsibilities of the field supervisor shall include the safeguarding of National Forest resources and performance within the terms of the contract. Contractor representative will furnish Forest Service with names of persons authorized to assume responsibilities in field supervisor's absence. Such delegations may be made a part of Contractor's annual Operating Schedule.

Unless Contracting Officer designates another Forest Service representative and notifies Contractor in writing, the COR is the representative of Forest Service. Forest Service representative shall:

(a) Receive notice in regard to performance under this contract,
(b) Take action in relation to this contract, and
(c) Be readily available to the area of service work activities and logging operations.

Contracting Officer shall designate other on-the-ground representatives in writing along with their specific contractual responsibilities and authority. Representatives with authority delegated in writing are the only Forest Service personnel authorized to provide notice or take related actions under the contract. Such delegation shall be made within 60 days of contract award.

## 14. PROTECTION MEASURES NEEDED FOR PLANTS, ANIMALS, CULTURAL RESOURCES, AND CAVE RESOURCES

Locations of known areas needing special measures for the protection of plants, animals, cultural resources, and/or cave resources are shown on Contract Area Map and/or identified on the ground. Special protection measures needed to protect such known areas are identified in Appendix B.

In addition to any special protection measures noted, Contractor has a general duty to protect all known and identified resources referenced in this Subsection from damage or removal during Contractor's operations. Discovery of additional areas, resources, or members of species needing special protection shall be promptly reported to the other party, and operations shall be delayed or interrupted at that location, if Contracting Officer determines there is risk of damage to such areas, resources, or species from continued operations.

Wheeled or track-laying equipment shall not be operated in areas identified as needing special measures for the protection of cultural resources, except on roads, landings, tractor roads, or approved skid trails. Unless

agreed otherwise, trees will not be felled into such areas. Contractor may be required to backblade skid trails and other ground disturbed by Contractor's operations within such areas in lieu of required cross ditching.

**Contractor shall immediately notify Forest Service if disturbance occurs to any area identified as needing special protection measures and shall immediately halt operations in the vicinity of the disturbance until Forest Service authorizes Contractor to proceed. Contractor shall bear costs of resource evaluation and restoration to identified sites. Such payment shall not relieve Contractor from civil or criminal remedies otherwise provided by law.**

Forest Service has exercised due diligence and followed established protocols in identifying known areas needing special protection measures. Nevertheless, nothing in this provision shall be interpreted as creating any warranty that all locations and special measures for the protection of plants, animals, cultural resources, and cave resources have been described herein, elsewhere in the contract, or designated on the ground.

| Label on Contract Area Map | Restrictions |
|---|---|
| Bald Eagle:<br>Limited Operating Period (LOP)/ Bald Eagle Buffer<br><br>Northern Goshawk:<br>Limited Operating Period (LOP) | • No operations permitted within ¼ mile of active bald eagle nests and no operations permitted within 1 mile of active golden eagle nests from January 1st- August 31st. Restrictions may be waived if nesting or reproductive success surveys reveal eagles are not nesting or no young are present that year.<br><br>• Small tree thinning only within the 330' buffer zone of the active bald eagle's nest. Retain all snags, unless they present a road hazard.<br><br>• No operations permitted with ¼ mile of active and historic (5 years) northern goshawks nest sites throughout implantation of this project from March 1st- August 31st. |
| Area to Protect (ATP) | • Machinery shall not enter the flagged boundaries.<br><br>• Fall trees away from flagged boundaries. COR/GTM may agree to alternative felling procedures on a case-by-case basis.<br><br>• Use of logging equipment with boom may be used to reach in and extract logs from within flagged boundaries, except prehistoric rock feature, cambium, or peeled tree and arborglyph sites, as long as material as the material is picked up and carried off site. Dragging material from inside a flagged boundary to an offsite location is not acceptable.<br><br>• Hand-felling to reduce fuel loads and reduce "island" effect is acceptable within flagged site boundaries, if felled material is removed offsite by hand.<br><br>• No slash piles within 25 feet of the flagged site boundary. |

| Label on Contract Area Map | Restrictions |
|---|---|
| | • ATP boundaries are shown on Contract Area Map. |
| Invasive Weed Site | • Require the cleaning of all heavy equipment (bulldozers, skidders, graders, backhoes, dump trucks, etc.) prior to entering National Forest System Lands.<br><br>• Equipment cleaning is required following operations within an area identified on the map as having invasive species. |

**15. PROTECTION OF IMPROVEMENTS**

So far as practicable, the Contractor shall protect all physical improvements including, but not limited to, roads, trails, ditches, fences, waterlines, and other improvements, existing in the contract area, determined to have continuing need or use, and designated on the Contract Area Map.

The Contractor shall keep all roads and trails needed for fire protection or other purposes and designated on the Contract Area Map reasonably free of equipment and products, slash, and debris resulting from the Contractor's operations. The Contractor shall make timely restoration of any such improvements damaged by the Contractor's operations and, when directed (because of such operations) shall move such improvements if and as specified by the Forest Service.

All protected improvements will be protected from damage by the Contractor. If any protected improvements are disturbed, the Contractor shall immediately contact the COR and will be liable for the cost of repairs.

| PROTECTED IMPROVEMENTS | | |
|---|---|---|
| **IMPROVEMENT** | **DESCRIPTION** | **LOCATION** |
| Roads | All Roads (including associated features) | As identified on Contract Area Map |
| Fences | All Fences | As identified on Contract Area Map |
| Gates | All Gates | As identified on Contract Area Map |
| Developed Recreation Sites | All Developed Recreation Sites | As identified on Contract Area Map |

Forest Service shall notify all utility companies, or other parties affected, and make arrangements for all necessary adjustments of the public utility fixtures, pipelines, and other appurtenances likely to be affected by Contractor's Operations.

When Contractor's Operations are adjacent to properties of railway, telephone, or power companies, or other property, work shall not begin until Contractor has identified actions necessary to prevent damage.

Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and/or rearrangement operations in order that these operations may progress in a reasonable manner, utility duplication or rearrangement work may be reduced to a minimum, and services shall not be unnecessarily interrupted.

In the event of interruption to utility services be- cause of accidental breakage or as a result of lines being exposed or unsupported, Contractor shall promptly notify the proper authority and shall cooperate with that authority in the restoration of service until the service is restored.

When materials are to be hauled across the tracks of any railway, Forest Service will make arrangements with the railroad for the use of any existing crossing or for any new crossing required. Contractor shall make arrangements for use of alternate crossings. All construction work to be performed by Contractor on the rail-road right-of-way shall not damage railroad company's property.

**16. STREAMCOURSE PROTECTION**

"Streamcourses" that are subject to provisions of this Section are shown on Contract Area Map. Unless otherwise agreed, the following measures shall be observed to protect Streamcourses:

(a) Contractor's Operations shall be conducted to prevent debris from entering Streamcourses, except as may be authorized under paragraph (d). In event Contractor causes debris to enter Streamcourses in amounts that may adversely affect the natural flow of the stream, water quality, or fishery resource, Contractor shall remove such debris as soon as practicable, but not to exceed 48 hours, and in an agreed manner that will cause the least disturbance to Streamcourses.

(b) Culverts or bridges shall be required on Temporary Roads at all points where it is necessary to cross Streamcourses. Such facilities shall be of sufficient size and design and installed in a manner to provide unobstructed flow of water and to minimize damage to Streamcourses. Trees or products shall not be otherwise hauled or yarded across Streamcourses unless fully suspended.

(c) Wheeled or track-laying equipment shall not be operated in Streamcourses, except at crossings designated by Forest Service or as essential to construction or removal of culverts and bridges.

(d) Flow in Streamcourses may be temporarily diverted only if such diversion is necessary for Contractor's planned construction and Forest Service gives written authorization. Such flow shall be restored to the natural course as soon as practicable and, in any event, prior to a major storm runoff period or runoff season.

| Label on Contract Area Map | Restrictions |
|---|---|
| All Riparian Habitat Conservation Areas (RHCAs) in project area are shown on CAM | • No equipment entry within "riparian buffers", defined as 50 feet along each side of perennial and intermittent streams.<br>• Stream crossings shall be by agreement with COR/GTM prior to use.<br>• Trees providing steam bank stability would not be removed unless high stumped to 18 inches and directionally felled away from stream. |

| Label on Contract Area Map | Restrictions |
|---|---|
| | • Hazard trees near the stream may be dropped into the stream channel. No removal of woody debris from stream channel shall occur.<br>• No skid trails, landing, or roads will be constructed in ephemeral bottoms; if necessary, stream crossings will be at right angles, be kept at a minimum, and only occur when soils are dry. Use brush or corduroy (rows of logs or limbs) to minimize disturbance. All such crossings must be completely rehabilitated by the end of the season of use. |

**17. AGAR 452.203-71 ANTI-DISCRIMINATION AND DIVERSITY, EQUITY, AND INCLUSION (DEI) COMPLIANCE (DEC 2025)**

(a) By entering into this contract, the Contractor certifies that:

1. It is compliant with all applicable Federal anti-discrimination laws and the Equal Protection principles of the U.S. Constitution, and it will remain compliant for the duration of the contract.

2. Neither it nor any subcontractor or teaming partner operates or funds any program, policy, or initiative that promotes DEI in a manner that violates any applicable Federal anti-discrimination laws, including but not limited to Title VI and VII of the Civil Rights Act of 1964, or the Equal Protection principles of the U.S. Constitution, and the Contractor and any subcontractor or teaming partner will not do so for the duration of the contract.

(b) If the Contractor participates in, facilitates, or funds programs that implicate Title VI of the Civil Rights Act of 1964 or Title IX of the Education Amendments of 1972, as amended, including but not limited to grants to or for schools, colleges, universities, 4-H programs, non-governmental organization (NGO) programs, sports programs, and education-related grants to prisons or other
detention facilities, the Contractor certifies that it will remain compliant with those laws, including the requirements set forth in Executive Order 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity.

(c) The Contractor affirms that the above requirements are conditions of payment that go to the essence of the contract and are therefore material terms of the contract. Payments under the contract are predicated on compliance with the above requirements, and therefore the Contractor is not eligible for funding under the contract or to retain any funding under the contract absent compliance with the above requirements.

(d) This certification reflects a change in the Government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this contract.

(e) Submission of a knowing false statement relating to Contractor's compliance with the above requirements and/or eligibility for the contract may subject the Contractor to liability under the False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001.

(f) The Contractor must include the provisions of this clause in all subcontract solicitations.

(g) Failure on the part of the Contractor or its subcontractors to comply with the terms of this clause may be grounds for the Contracting Officer to terminate this contract for default.

(End of Clause)

**18. AGAR 452.203-72 Unenforceable Supplier Terms (APR 2026)**

(a) Definitions.

Supplier terms mean provisions customarily drafted by vendors of supplies or services and intended to create a binding legal obligation on the end user. The term applies:

1. Regardless of the format or style of the document. For example, supplier terms may appear in standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another similar legal instrument or agreement, and may be presented as part of a proposal or quotation responding to a solicitation for a contract or order or otherwise become effective after the contract date.

2. Regardless of the media or delivery mechanism used. For example, supplier terms may be presented as one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.

(b) Applicability. When any supply or service acquired under this contract is subject to supplier terms, the supplier terms are deemed part of the contract only to the extent they are consistent with this clause. Supplier terms that conflict with any part of this clause, the contract, or Federal law are void and will not be considered incorporated into a contract, even if they are physically present in a contract documentation or systems. In the event of any inconsistency between supplier terms and this contract, this clause and the terms of the Government contract shall govern and supersede any supplier terms in all cases.

(c) Authorization Required. Notwithstanding any other provision, no supplier terms shall be binding on the Government unless the term is expressly authorized on the USDA Supplier Terms Authorization Form signed by the Contracting Officer, and the completed Authorization Form has been incorporated into the contract.

(d) Unenforceable Terms. Any supplier terms that impose obligations or restrictions inconsistent with applicable Federal law are unenforceable against the Government and deemed stricken from the agreement. This includes, but is not limited to, any clause that:

3. Requires the Government to pay future fees, penalties, interest, legal costs, early-termination fees, cancellation fees, minimum purchase commitments, true-up payments, seat-count minimums, usage minimums, continued-use charges, or any other financial obligation not expressly authorized by the contract.
4. Requires the Government to indemnify the contractor or any other entity.
5. Restricts the Government's ability to obtain similar supplies or services from another source.
6. Imposes any penalty, financial or otherwise, based on the Government's decision not to exercise an option.
7. Subjects the United States Government to the laws of any U.S. state, territory, district, municipality, or foreign nation, except where Federal law expressly permits such application.
8. Requires dispute resolution in a forum or venue other than one prescribed by applicable Federal law.

9. Establishes a period of limitations for bringing an action that differs from that provided by applicable Federal law.
10. Grants the contractor rights to use, mine, access, aggregate, analyze, or otherwise exploit Government data, usage data, or metadata.
11. Deems the Government to have accepted initial or revised terms based on silence, continued performance, or failure to object.
12. Grants the supplier the right to audit Government facilities, systems, records, or use of the product or service, except as expressly authorized by the contract and applicable Federal law.

13. Requires the Government to accept supplier security requirements, network access requirements, monitoring, penetration testing, or other technical or security measures.
14. Permits the supplier to suspend, degrade, or terminate access to products or services based on alleged non-payment, alleged breach, automated security triggers.
15. Limits the Government's right to use, install, access, test, evaluate, or transfer the licensed product or service in any manner consistent with the contract and Federal law.
16. Requires the Government to store, process, maintain, or transmit data in a particular geographic location, or permits the supplier to transfer Government data outside the United States, except as expressly authorized by applicable Federal law.
17. Authorizes the supplier to use the Government's name, seal, trademark, logo, or any reference to the Government as an end user or customer for marketing, publicity, promotional activities, press releases, or similar purposes.
18. Incorporates by reference, or requires the Government to accept, terms or conditions imposed by any third party, subcontractor, or upstream service provider, unless such terms are expressly incorporated into the contract by bilateral modification.
19. Limits, conditions, or negates the contractor's performance obligations, service levels, or remedies through a supplier-provided service level agreement (SLA).
20. Uses Government data, usage data, metadata, prompts, content, or interactions to train, fine-tune, improve, or derive any artificial intelligence, machine learning, or automated decision-making model.
21. Subjects the Government to automated decision-making, automated risk scoring, automated content moderation, or any algorithmic process that may affect access, performance, or rights under the contract.
22. Utilizes artificial intelligence or algorithmic tools that produce decisions, recommendations, or outputs affecting contract performance without providing transparency, explainability, auditability, and bias-mitigation consistent with applicable Federal law and policy.
23. Profiles, tracks, or analyzes Government user behavior, preferences, communications, or interactions for personalization, marketing, or algorithmic optimization purposes.

(e) Non-binding Actions. Neither the Government nor any Government authorized end user is deemed to have consented to any term, condition, or clause by virtue of its inclusion in the supplier agreement or through the use of clickwrap, browsewrap, "I agree" mechanisms, or similar means. Execution of such mechanisms does not bind the Government or its authorized end users to any unenforceable terms.

(f) End user. The supplier agreement shall bind the ordering activity as the end user to the extent it does not conflict with the terms of this clause, but it shall not bind or impose personal liability on any Government employee or any person acting on behalf of the Government in their personal capacity.

(g) Law and disputes. The supplier agreement is governed by Federal law.

(h) Statutory exception. This clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(i) Continued performance. The supplier or licensor shall not unilaterally revoke, terminate, or suspend any rights granted to the Government except as allowed by the contract. If the supplier or licensor believes the ordering activity to be in breach of the supplier agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while proceeding diligently with performance, pending final resolution of any dispute in accordance with the Disputes Clause at FAR 52.212-4(d) or FAR 52.233-1, as applicable.

(j) Arbitration. Binding arbitration shall not be used unless specifically authorized by agency guidance.

(k) Equitable or injunctive relief. Equitable or injunctive relief, including the award of attorney fees, costs, or interest, may be awarded against the United States Government only when explicitly provided by statute (e.g., the Prompt Payment Act or the Equal Access to Justice Act).

(l) Revisions to supplier agreements. Any revisions to the supplier agreement must be incorporated into the contract using a bilateral modification. Unilateral revisions are not binding on the Government.

(m) No automatic renewals. If any license or service tied to periodic payment is provided under the supplier agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express written consent from an authorized Government representative.

(n) Indemnification. Any clause of the supplier agreement requiring the supplier or licensor to defend or indemnify the end user is amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(o) Taxes or surcharges. Any taxes or surcharges which the supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the associated Government contract or order and must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed otherwise.

(p) Non-assignment. The supplier agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted by FAR 52.212-4(b) or FAR 52.232-23, as applicable.

(q) Confidential information. If the supplier agreement includes a confidentiality clause, such clause is amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in the supplier agreement to the contrary, the Government may retain any confidential information as required by law, regulation, or its internal document retention procedures for legal, regulatory, or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of the supplier agreement.

(r) Conflict with Federal law. If any other language, provision, or clause of the supplier agreement conflicts or is inconsistent with Federal law or the terms and conditions of this contract, such language, provisions, or clauses will be considered null and void and will not be binding on the United States Government.

(End of Clause)

**19. AGAR 452.204-70 MODIFICATION FOR CONTRACT CLOSEOUT (APR 2026)**

(a) If unliquidated funds in the amount of $1000 or less remain on the contract, the Contracting Officer (Contracting Officer) may issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but is not required to provide a signature. The Contracting Officer will immediately proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

(b) For commercial contracts not exceeding the simplified acquisition procedure threshold under FAR 12.001(c), if more than $1,000 in unliquidated funds remain at closeout, the Contracting Officer will issue a bilateral deobligation modification. Only the modification requires the contractor's signature, though a Release of Claims may be requested. If the required documents are not returned within 60 days, the Contracting Officer will issue a unilateral modification and proceed with closeout once performance is complete, acceptance is confirmed, and final payment is made.

(c) For all other non-commercial or non–cost-reimbursement contracts, if more than $1,000 in unliquidated funds remain at closeout, the Contracting Officer will issue a bilateral deobligation modification and a Release of Claims, both requiring contractor signature. If these documents are not returned within 120 days, the Contracting Officer will issue a unilateral modification and proceed with closeout upon completion of performance, acceptance, and final payment.

(End of Clause)

**20. AGAR 452.236-70 EMERGENCY RESPONSE, FIRE SUPPRESSION, AND LIABILITY.**

(a) *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 firefighting). This is considered to be within the general scope of the contract. An equitable adjustment for the temporary use of employees and equipment will be made under the Contract Terms and Conditions—Commercial Products and Commercial Services Changes clause, FAR 52.212-4 (c).

(b) *Contractor's Responsibility for Fire Fighting.* The Contractor, under the provisions of FAR 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 a part of the work. 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, subcontractors, or employees subject to the fire classifications listed in subsection (c).

(c) *Fire Suppression Costs.* The Contractor's obligations for cost of fire suppression vary according to three classifications of fires as follows:

(1) *Operations Fire*. An "operations fire" is a fire caused by the Contractor's operations other than a negligent fire. The Contractor agrees to reimburse the Forest Service for such cost for each operations fire, subject to a maximum dollar amount of [$300,000.00]. The cost of the Contractor's actions, supplies, and equipment expended or used on suppressing any such fire, or otherwise provided at the request of Forest

Service, shall be credited toward such maximum. If the Contractor's actual cost exceeds the contractor's maximum obligation stated above, the Forest Service shall reimburse the contractor for the excess.

(2) *Negligent Fire*. A "negligent fire" is a fire caused by the negligence or fault of the Contractor's operations including, but not limited to, one caused by smoking by persons engaged in the Contractor's operations during the course of their employment, or during rest or lunch periods; or if the Contractor's failure to comply with requirements under this contract results in a fire starting or permits a fire to spread. Damages and the cost of suppressing negligent fires shall be borne by the Contractor.

(3) *Other Fires on Contract Area*. The Forest Service shall pay the Contractor, at firefighting rates common in the area or at prior agreed rates, for equipment or personnel furnished by the Contractor at the request of the Forest Service, on any fire on the contract area other than an operations fire or a negligent fire.

(d) *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.

(e) *Performance by the Contractor*. Where the Contractor's employees, agents, contractors, subcontractors, or their employees or agents perform the Contractor's operations in connection with fire responsibilities, the Contractor's obligations shall be the same as if performance was by the Contractor.

(f) *State Law*. The Contractor shall not be relieved by the terms of this contract of any liability to the United States for fire suppression costs recovered in an action based on State law, except for such costs resulting from operations fires. Amounts due to the Contractor for firefighting expenditures on operations fires shall not be withheld pending settlement of any such claim or action based on State law.

**21. FIRE PRECAUTIONS AND CONTROL**

Specific fire prevention measures are listed below and shall be effective for the period **April 1 to October 31** of each year. The CO may change the dates of the Fire Precautionary Period by advanced written notice if justified by unusual weather or other conditions. Equitable Adjustment will not be granted for a change in the Fire Precautionary Period dates. Required tools and equipment shall be kept in a serviceable condition and immediately available for firefighting at all times during the Contractor's operations in the Fire Precautionary Period or as otherwise required.

**SPECIFIED FIRE PRECAUTIONS**

Prior to initiating the Contractor's operations during the Fire Precautionary Period, the Contractor shall file with the Government a Fire Prevention and Control Plan providing for the prevention and the control of fires on the Contract Area and other areas of the Contractor's operations. Such plan shall include a detailed list of personnel and equipment at the Contractor's disposal for implementing the plan. Regional C(T)7.2# specifications found in Appendix B apply to all subsequent call orders.

**SPECIFIC FIRE PRECAUTIONS.**

When the industrial fire precaution level is I or higher, unless waiver is granted under C(T)7.22, specific required fire precautionary measures are as follows:

A. Fire Security.

Contractor shall designate in writing a person or persons who shall perform fire security services listed below on Contract Area and vicinity. The designated person will be capable of operating Contractor's

communications and fire fighting equipment specified in the contract, excluding helicopters, and of directing the activities of Contractor's personnel on Forest fires. Such person must report any fire detected to Forest Service within 15 minutes of detection. In lieu of having the designated person perform the required supervisory duties, 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 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 Contract Area.

Contractor shall furnish fire security services based on the predicted industrial precaution level, obtained by Contractor from the appropriate Ranger District Headquarters. If predictions made after 6:00 p.m. local time, are significantly different than originally estimated, Forest Service will inform Contractor when changes in fire security services are indicated.

B. Fire Extinguisher and Equipment (on Trucks, Tractors, Power Saws, etc.).

(a) Each yarder or loader equipped with an internal combustion engine or other spark emitting source shall be equipped with a readily accessible fire extinguisher, with an Underwriter's Laboratory (UL) Rating of at least 5 B,C.

(b) All power-driven equipment operated by Contractor on National Forest land, except portable fire pumps, shall be equipped with one fire extinguisher having a UL rating of at least 5 B,C and one "D" handled or long handled round point shovel, size O 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.

(c) Equipment required in (a) and (b) shall be kept in a serviceable condition and shall be readily available.

(d) 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 O or larger, except at a landing where a suitable fire extinguisher and shovel are immediately available. The extinguisher will always be kept in possession of the saw operator. The shovel shall be accessible to the operator within 1 minute.

(e) Each helicopter shall be equipped with one fire extinguisher having a UL rating of at least 5 B,C mounted inside the aircraft within reach of the pilot's operating position.

(f) One refill for each type or one extra extinguisher to replace each size extinguisher required on equipment shall be safely stored in the fire toolbox or other agreed upon place on Contract Area that is protected and readily available.

(g) At each area where helicopters are being serviced or supplied, a carbon dioxide fire extinguisher with a UL rating of at least 20 B,C will be provided on the site and placed where it is available for immediate use.

C. Spark arresters and mufflers.

Each internal combustion engine shall be equipped with a spark arrester qualified and rated under USDA Forest Service Standard 5100-la as shown in the National Wildfire Coordination Group Spark Arrester Guide, unless it is:

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

(b) A multi-position engine, such as on power saws which must meet the performance levels set forth in the Society of Automotive Engineers (SAE) "multi-positioned small engine exhaust fire ignition standard, SAE recommended practice J335B" as now or hereafter amended.

(c) 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.

(d) 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.

D. Fire Tools.

Contractor shall furnish serviceable firefighting tools in a readily accessible fire toolbox 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 at least 1 inch high. It shall contain a minimum of:

(a) Two axes or Pulaski's with a 32-inch handle.

(b) Three adze eye hoes. One Pulaski may be substituted for one adze eye hoe.

(c) Three long handled, round point shovels, size 0 or larger.

E. Tank Truck.

Contractor shall provide a tank truck or trailer, containing not less than 300 gallons of water, during yarding, skidding, loading, land clearing, right-of-way clearing, mechanical falling, and mechanical treatment of slash. Such tank truck or trailer shall be maintained in a serviceable condition and located within 10 minutes, round trip, from each operating side during Fire Precautionary Period (closed season), except as provided under B7.21.

The tank truck or trailer shall be equipped with a pump capable of discharging 20 gallons of water per minute, using a 1/4-inch nozzle tip, through a 50-foot length of poly or rubber lined hose. In addition, 500 feet of serviceable hard rubber poly or rubber lined or FJRL hose of not less than 1 inch outside diameter, fitted with a nozzle capable of discharging a straight stream of 1/4 inch diameter and a spray pattern shall be immediately available for use. The tank, pump, nozzle and at least 250 feet, of the total 500 feet of hose, shall always be connected and ready for use. Synthetic hose may be used by agreement.

If a trailer is used, it shall be equipped with a hitch to facilitate prompt movement. A serviceable tow vehicle shall be immediately available for attachment to the trailer and must meet the time requirements stated above. Such truck or trailer shall be equipped to operate for a minimum of 8 hours.

Where designated on Contract Area Map, Contractor shall provide a tank trailer or water source and pumping equipment, including accessories, which can be lifted and transported by the yarding system. The component parts shall meet all specifications above. The tank trailer or water supply and pumping accessories shall be deliverable to a fire, in area of operations, within 15 minutes of detection.

**In lieu of the above tank trailer or water supply for helicopter operations, Contractor may provide a suitable helicopter water bucket with a 300-gallon capacity. When Contractor provides a water bucket, a water source shall be provided within 5 minutes round trip flight time from operating side.**

F. Communications.

During Contractor's Operations, excluding power saw falling and bucking, Contractor shall provide adequate two-way communication facilities to report a fire to Forest Service within 15 minutes of detection. Citizen Band radios (CB's) are not considered adequate two-way communications because FCC Regulations prohibit commercial use.

G. Smoking and Open Fire Restrictions.

Smoking and fires shall be permitted only at the option of Contractor. Contractor shall not permit open fires on Contract Area without advance permission in writing from Forest Service.

H. Blasting.

Blasting shall be permitted only for road construction purposes unless advance permission is obtained from Forest Service.

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 5-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 areas of high rate of spread and resistance to control.

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

I. Compliance with State Fire Laws.

Listing of specific fire precautionary measures in the foregoing Subsections is not intended to relieve Contractor in any way from compliance with State fire laws covering fire prevention and suppression equipment, applicable to Contractor's Operations.

J. Aircraft Communications.

Every aircraft used in conjunction with Contractor's Operations shall be equipped with an operable radio system. The radio system shall be capable of transmitting and receiving on VHF frequency 122.85 Megahertz (MHz) with a minimum output of 5 watts at the transmitter. The system shall be located and installed so that the pilot can operate it while flying. A shielded all-weather broad-band antenna shall be part of the system. Radio and antenna shall be properly installed and maintained.

Upon discovery or notification of a fire on Contract Area, all aircraft pilots controlled by Contractor shall monitor VHF frequency 122.85 MHz when within 5 miles of a fire and broadcast their intentions.

K. Logging Block Equipment.

Contractor shall provide a serviceable 5-gallon backpack pump full of water, one axe, and one long handled round point shovel, size 0 or larger, at each haul-back block through which a running line pass.

The area below such blocks must be kept clear of all flammable debris under 4 inches in diameter for 6 feet in all directions. Material larger than 4 inches that poses a fire risk, such as punky logs, must also be removed.

Contractor shall avoid line-rub on rocks or woody material which may result in sparks or enough heat to cause ignition of fire.

**EMERGENCY FIRE PRECAUTIONS.**

Contractor shall restrict operations in accordance with the Industrial Fire Precaution Levels attached. 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 Contractor, the revised Industrial Fire Precaution Levels will supersede the attached levels.

**INDUSTRIAL FIRE PRECAUTIONS SCHEDULE**

LEVEL I. FIRE SEASON

Fire season requirements are in effect. In addition to other fire prevention measures, a Firewatch is required at this and all higher levels unless otherwise waived

LEVEL II. LIMITED SHUTDOWN

The following may operate only between the hours of 8 P.M. and 1 P.M.:

Power saws except at loading sites;
Feller-bunchers with rotary head saws;
Cable yarding;
Blasting;
Welding, cutting, or grinding of metal.

LEVEL III. RESTRICTED SHUTDOWN

Cable yarding is prohibited except that gravity operated logging systems employing non-motorized carriages or approved motorized carriages (defined below), may operate between 8 P.M. and 1 P.M. when all blocks and moving lines are suspended 10 feet above the ground except the line between the carriage and the chokers and during rigging.

The following are permitted to operate between the hours of 8 P.M. and 1 P.M. where mechanized equipment capable of constructing fire line is immediately available to quickly reach and effectively attack a fire start:

Ground-based operations (defined below);
Power saws on ground-based operations;
Rotary head saw feller-bunchers with a continuous Firewatch;
Non-rotary head saw feller-bunchers;
Tethered logging systems (defined below).

The following are permitted to operate between the hours of 8 P.M. and 1 P.M.:

Power saws at loading sites;
Loading or hauling of any product or material;
Blasting;
Welding, cutting, or grinding of metal;
Any other spark emitting operation not specifically mentioned.

LEVEL IV. COMPLETE SHUTDOWN
All operations are prohibited.

NOTE: 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 the IFPL system. Under IFPL III, all trucks must be loaded and leaving the loading site no later than 1 P.M.

WAIVERS:
Advance written waiver of the above precautions may be issued by the Contracting Officer or Forest Service Representative for any and all activities. Activities for which waivers may be issued include, but are not limited to:

Mechanized loading and hauling.

Road maintenance such as sprinkling, graveling, grading and paving.

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.

Power saws at loading sites or in felling and bucking where extra prevention measures will significantly reduce the risk of fire.

Maintenance of equipment (other than metal cutting and welding) or improvements such as structures, fences and powerlines.

Contractor shall submit written waiver, or substitute precautions under B7.21, with specific measures to be taken by Contractor to reduce the risk of ignition, and/or the spread of fire. The Contracting Officer or Forest

Service Representative 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. Contractor shall assure that all conditions of such waivers or substitute precautions are met.

Forest Service will inform Contractor when changes in restrictions or industrial precautions are indicated.

IFPL DEFINITIONS:
Approved motorized carriage: a cable yarding system employing a motorized carriage with two fire extinguishers, each with at least a 2A:10BC rating, mounted securely on opposite sides of the carriage, an emergency motor cutoff, and an approved exhaust system.

Cable yarding system: a yarding system employing cables, and winches in a fixed position.

Fire Season: Time of year when a fire hazard exists as declared by the responsible agency official.

Ground-based operations: mobile and stationary equipment operations other than cable yarding systems, including but not limited to tractor/skidder, feller-buncher, forwarder, processor, and shovel operations.

Loading sites: a place where any product or material (including, but not limited to logs, firewood, slash, soil, rock, poles, etc.) is placed in or upon a truck or other vehicle. Loading site shall govern the level of haul restriction, unless otherwise prohibited by other than the industrial precaution level system.

Tethered logging system: winch-assisted, cable-assisted, traction-assisted, etc., which enable ground-based timber harvesting machines to operate on steep slopes.

**END OF ADDENDUM TO FAR 52-212-4**

**22. FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS — COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (FEB 2025)**

****Several updates to FAR 52.212-5 have been made to implement provisions of law or Executive Orders; the complete Deviations can be referenced here:** USDA FAR Class Deviations **.**

***** Prior to the award of a BPA Call, the BPA holder in line for award shall have its BPA modified to incorporate the new Executive Order requirements. This clause has been updated to reflect the Cottonwood Fuel Break Stewardship IRSC requirement.**

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).
(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ( 19 U.S.C. 3805 note)).

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

[*Contracting Officer check as appropriate*.]

_X_(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).
__(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).
__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
_X_(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ( 31 U.S.C. 6101 note).
__ (5) [Reserved].
__ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
__ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
_X_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101 note).
__ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
__ (10) [Reserved].
__ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2021) (15 U.S.C. 657a).
__ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Sep 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
__ (13) [Reserved]
(14)
**_X_ (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).**
__ (ii) Alternate I (Mar 2020) of 52.219-6.
(15)
__ (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
__ (ii) Alternate I (Mar 2020) of 52.219-7.
_X_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
(17)
__ (i) 52.219-9, Small Business Subcontracting Plan (Nov 2021) (15 U.S.C. 637(d)(4)).
__ (ii) Alternate I (Nov 2016) of 52.219-9.
__ (iii) Alternate II (Nov 2016) of 52.219-9.
__ (iv) Alternate III (Jun 2020) of 52.219-9.
__ (v) Alternate IV (Sep 2021) of 52.219-9.

(18)
__ (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
__ (ii) Alternate I (Mar 2020) of 52.219-13.
_X_ (19) 52.219-14, Limitations on Subcontracting (Sep 2021) (15 U.S.C. 637s).
__ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
__ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Sep 2021) (15 U.S.C. 657f).
(22)
_X_ (i) 52.219-28, Post Award Small Business Program Rerepresentation (Sep 2021) (15 U.S.C. 632(a)(2)).
(ii) Alternate I (Mar 2020) of 52.219-28.
__ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Sep 2021) (15 U.S.C. 637(m)).
__ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Sep 2021) (15 U.S.C. 637(m)).
__ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
__ (26) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15U.S.C. 637(a)(17)).
_X_ (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
__ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan2020) (E.O.13126).
~~__ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).~~
(30)
~~__ (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).~~
~~__ (ii) Alternate I (Feb 1999) of 52.222-26.~~
(31)
_X_ (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
__ (ii) Alternate I (Jul 2014) of 52.222-35.
(32)
_X_ (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
(ii) Alternate I (Jul 2014) of 52.222-36.
_X_ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
_X_ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
(35)
_X_ (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
__ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
_X_ (36) 52.222-54, Employment Eligibility Verification (Nov 2021). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
(37)
__ (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ( 42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
__ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
__ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
(40)
__ (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
__ (ii) Alternate I (Oct 2015) of 52.223-13.

(41)
__ (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
__ (ii) Alternate I (Jun2014) of 52.223-14.
__ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
(43)
__ (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
__ (ii) Alternate I (Jun 2014) of 52.223-16.
_X_ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
__ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
__ (46) 52.223-21, Foams (Jun2016) (E.O. 13693).
(47)
__ (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
__ (ii) Alternate I (Jan 2017) of 52.224-3.
__ (48) 52.225-1, Buy American-Supplies (Nov 2021) (41 U.S.C. chapter 83).
__ (49)
__ (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2021) (41 U.S.C.chapter83, 19 U.S.C. 3301note, 19 U.S.C. 2112note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
__ (ii) Alternate I (Jan 2021) of 52.225-3.
__ (iii) Alternate II (Jan 2021) of 52.225-3.
__ (iv) Alternate III (Jan 2021) of 52.225-3.
__ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).
_X_ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
__ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302Note).
__ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (42 U.S.C. 5150).
__ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).
_X_ (55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
__ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
__ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
_X_ (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).
__ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
__ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
__ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
__ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
(63)
__ (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).
__ (ii) Alternate I (Apr 2003) of 52.247-64.
__ (iii) Alternate II (Nov 2021) of 52.247-64.

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

[*Contracting Officer check as appropriate.*]

_X_ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).
_X_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

This Statement is for Information Only:
It is not a Wage Determination

| Employee Class | Monetary Wage -- Fringe Benefits |
|---|---|
| Heavy Equipment Operator WG-8 | $29.50/hour |
| Crew Leader GS-5 | $19.46/hour |
| Forestry Technician GS-5 | $19.46/hour |
| Laborer GS-3 or GS-4 | $15.82/hour or 17.72/hour |

_X_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( 29U.S.C.206 and 41 U.S.C. chapter 67).
__ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
__ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
__ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020).
_X_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

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

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

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain

any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

~~(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).~~

~~(vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).~~

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii)

(A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).

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

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (Nov 2021) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix)

(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

## SOLICITATION INFORMATION

### 23. SITE VISIT/PREPROPOSAL CONFERENCE

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

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

(c) In order to facilitate conference preparations, interested vendors shall email holly.smith3@usda.gov regarding the of the number of persons who will attend no later than noon on **Monday, July 20th, 2026.**

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

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

(f) The conference will be held:
Date: Wednesday, July 22nd, 2026
Time: 10:00 AM
Location: From Hwy 140, turn on to FS road 3870 and meet at the Cottonwood Trail-head parking lot. Trail-head is shown on CAM. From here, participants shall travel to view the contract area.

### 24. FAR 52.237-1 SITE VISIT (Apr 1984)

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

## OTHER INFORMATION (SOLICITATION PROVISIONS)

### 25. FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATIOND 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): https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

| | |
|---|---|
| **52.203-1** | **Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)** |
| **52.203-11** | **Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEPT 2024)** |
| **52.204-7** | **System for Award Management-Registration (NOV 2025)** |
| **52.209-2** | **Prohibition on Contracting with Inverted Domestic Corporations - Representation (Sep 2025)** |
| **52.209-11** | **Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Sep 2025)** |
| **52.229-11** | **Tax on Certain Foreign Procurements – Notice and Representation (JUL 2025)** |
| **52.233-2** | **Service of Protest (Sep 2025)** |
| **52.240-90** | **Security Prohibitions and Exclusions Representations and Certifications (Nov 2025)** |

### 26. FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2025)

(a) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

(1) The solicitation number;
(2) The name, address, telephone number of the Offeror;
(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;
(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;
(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and
(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.
(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

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

(End of provision)

**ADDENDUM TO FAR 52.212-1:**

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

item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

***Quote and Offeror***
The word quote or quoter is substituted in provision 52.212-1 for the word offer or offeror.

***Questions***
All questions shall be submitted in writing via email to Kasandra.meyer@usda.gov and are due no later than **August 4th, 2026, at 4:00 p.m. PDT**. This will ensure enough time to respond before the solicitation period ends. Please include the solicitation name and number as the subject line of the email.

***Quoters shall submit the following information to allow for evaluation as detailed in FAR 52.212-2.***

**(a) General Instructions -** Quotes submitted in response to this solicitation shall be furnished in the following format:

(1) Quotes shall be submitted as two separate documents - a technical proposal **and** a price quote. Each part shall be separate and complete so that evaluation of one may be accomplished independently of the other. The price quote shall be submitted with the solicitation forms, no breakdown of the unit price is required. The technical proposal must not contain reference to cost.

(2) Respondents are cautioned that sufficient and detailed information must be presented in their technical proposals to enable the Government to evaluate their proposals fully in accordance with the evaluation and award criteria contained herein. The Government is not obligated to ask for additional information and in the absence of appropriate information, the proposal will be rated deficient.

(3) Respondents may, at their discretion, submit alternate proposals or proposals which deviate from the requirement, provided that an offeror also submit a proposal for performance of the work as specified in this solicitation. Any "alternate" proposal may be considered if overall performance would be improved or not compromised, and if it is in the best interest of the Government. Alternate proposals, or deviations from any requirement of this RFQ, must be clearly identified.

(4) The Government will evaluate proposals in accordance with FAR Clause 52.212-2 "Evaluation – Commercial Products and Commercial Services (NOV 2025)" evaluation criteria as set forth herein.

(5) Respondents shall submit their proposal(s) electronically to the Issuing Office in the following format:

- Completed, signed quote (the SF 1449 (page 1) with blocks 17a and 30a -30C filled-in). Completed Schedule of Items for all Mandatory Work Activities, Optional Work Activities and Timber Subject to Agreement Price Schedule **if desired to remove**. (page 3).

  Completed Employment of Eligible Workers-Workforce Certification Section 31 (page 40)

- Acknowledge all amendments issued during the solicitation phase.
- Technical proposal responsive to all the Evaluation Criteria: Technical Approach, Relevant Past Performance, and Benefit to the Local Community.
- Responses to the Evaluation Criteria excepting Relevant Past Performance will be incorporated into the resulting contract at time of award and shall become material contract requirements.

**(b) Technical Proposal** -The technical proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed description of the organization, techniques, and procedures for achieving the objectives of the specifications and the project. Proposals that merely paraphrase the

requirements of the Government's specifications or use such phrases as "will comply" or "standard techniques will be employed" will be considered unacceptable and will not be considered further.

**As a minimum, the proposal must clearly provide the following:**

1. Technical Approach

**a. Work Activity Plan.** Clearly describe how you and/or your subcontractors will meet both the project objectives and minimize resource damage. Include an explanation about how you have determined this approach, and what coordination will occur between the various operations. Please limit your description to 2 pages.

1. Describe your plan of operations for roadwork, timber harvest, and stewardship service items. Including the desire to remove Timber Subject to Agreement product. Include a timeline and rationale of production capability for work activities to ensure all project requirements are completed by the Period of Performance or sooner.

2. Describe your quality assurance plan for roadwork, cutting, skidding and decking conifers, and stewardship service items that includes how monitoring and supervision will be conducted.

**b. Method.** Describe the method or combination of methods you plan to utilize to accomplish the Mandatory Work Activities/Items and any of the Optional Work Activities/ Items that you anticipate necessary, dependent on your operations. Please limit this narrative to 4 pages. Include responses to each of these end results, specifications and objectives:

1. What methods will your operation utilize to protect resources, maximize utilization of conifer material, and to minimize the number of entries into stands to be treated.

2. What methods will your operations utilize to implement cutting specifications for conifers. I.e. **Work Item Description for conifers found** in Appendix A – Specifications.

3. What methods will your operations utilize. Provide a detailed plan for accomplishing the treatment specifications for both mandatory and optional service items.

4. What methods do you plan to use for treatment in units with a geo-fence (virtual boundary).

5. What methods will your operation utilize for prevention and control of fires.

**c. Equipment.** Describe the equipment you will use to accomplish both the timber harvest and stewardship service items. Include make and model of proposed equipment. Please limit this information to 1 page.

**d. Key Personnel.** List the names and proposed duties of key personnel who will be assigned to the various work items of the project including the overall Project Manager, Logging Supervisor, Supervisor,

and individual sub-managers (such as individuals supervising sub-contractors). Limit this response to no more than 1 page.

**e. Timing.** Provide a general plan for the sequence of work, including an estimated start date and completion date for both the Mandatory and Optional Work Activities/Items. Please limit this information to no more than 1 page.

***NOTE:*** *This is NOT a request for a detailed operations plan. After award and prior to start of work, the Contractor must submit an Operating Schedule (include start dates, units and work items, haul dates, etc.)*

2. Relevant Past Performance

The technical proposal must address past performance for both the Quoter and any proposed major subcontractors. QUOTERS SHOULD PROVIDE ONLY THE INFORMATION LISTED BELOW. Performance information will be requested from references provided and other known clients. Please limit your response to no more than 3 pages.

(a) Submit a list of similar project work that has been completed by your firm or any of your proposed subcontractors in the last 3 years. Experience with implementation and successful accomplishment of DxP treatments should be noted, and within the past **5** years. Address past work specifically related to all of the work items shown in the Schedule of Services of the SF 1449 in this solicitation. Please provide:

1. Names, addresses, telephone numbers and email address of principal officials in charge of the project who are familiar with your performance.
2. A description of the work performance.
3. The agency/company or individuals you worked for.
4. The size (value and acreage) and location of the contracts.
5. Contract numbers.
6. Date completed.

3. Benefit to Local Community

Explain how you will recruit and utilize labor, subcontractors, and other workforces from those counties adjacent to the Stanislaus National Forest.

(a) Describe how and to what degree hiring or training of local residents as employees or as subcontractors would be accomplished in terms of retention, expansion, or creation of employment or training opportunities.

(b) Describe how and to what degree materials, supplies, lodging, meals, or incidentals would be purchased within project areas.

(c) Describe how any materials removed from Forest Service lands would be marketed and utilized in the project area. Include contributions to the development of biomass energy, integrated utilization, and/or value-added products for an existing market or emerging market. (if applicable)

**PRICE QUOTE**

A firm's completion and submission of a unit price and total amount beginning on page 3 of the subject solicitation's Schedule of Items constitutes the fulfillment of the Government's price proposal requirements under this solicitation.

**AWARD TYPE**

It is anticipated that a **firm, fixed price contract** will be awarded as a result of this synopsis/solicitation with a deadline of **08/12/2026**. The Government intends to make one award from this solicitation. Therefore, to be considered responsive, contractors must submit pricing for all items.

**END OF ADDENDUM TO FAR 52-212-1**

**EVALUATION AND BASIS FOR AWARD**

**27. FAR 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2025)**

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible quoter whose quote conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Technical proposals shall be in the format prescribed and shall contain a response to each of the areas identified, which affects the evaluation factors for award. The Government will determine the best overall value on the basis of the factors described below. In evaluating the Quoter's technical capability, the Government will consider how well the quoter complied with the instructions in this solicitation. The Government will consider any noncompliance to be indicative of what can be expected from the quoter during contract performance.

The technical factors are listed in descending order of importance whereby each factor is more important than the next: (1) Technical Approach being significantly more important than (2) Relevant Past Performance and (2) Relevant Past Performance being significantly more important than (3) Benefit to Local Community.

When combined, these technical evaluation factors are **approximately equal to cost or price**.

**1. Technical Approach**

This will address the Work Activity Plan, Method, Equipment, Key Personnel, and Timing factors. Proposals will be evaluated on how well proposed operations will be able to accomplish the project objectives (fuels reduction and resource protection) and the stewardship goal (ecosystem restoration) of the project. Strengths, weaknesses and risks will be assessed.

- How is the cutting specifications for conifers proposed to be implemented, considering equipment, need for marking, etc.?
- How will virtual boundaries be identified and adhered to?

- How logical and reasonable the estimated production rates, proposed sequence and schedule of operations fit the proposed timeframes, and what degree, if any, shorter time frames are proposed?
- How experienced are the key personnel in the work they will be performing?
- How suitable is the equipment to implement treatments and road work, and is it adequate to completing the requirements of this contract?
- How well does the proposed operations plan to address the treatment of conifers, and associated slash treatments?
- What methods will be utilized to remove products harvested and what markets will be provided to, if proposing to remove Timber Subject to Agreement?
- How well does the requested Quality Control Plan provide assurance that the end results of the project will be met, monitored, and documented for each bid item?
- How well does the requested Traffic Control Plan provide assurances that public safety concerns will be addressed?

**2. Relevant Past Performance**

The Government will consider the relevance of past performance information obtained in relation to the scope of this RFQ with respect to both similar efforts, and the length and scope, number, complexity, and diversity of contracts completed by the offeror. Past performance, either positive or negative, which is considered by the Government to be more closely related to the scope of this project will be given additional weight in the evaluation process.

Quoters will be evaluated on their past performance of similar type contracts performed within the last three years in accordance with the following subfactors:

- Quality of services – Demonstrated ability to perform services in accordance with contract requirements while maintaining job site safety and protecting infrastructure.
- Customer satisfaction – Satisfaction of end users with the contractor's completed products and services and ease of con
- Timeliness of performance – Compliance with schedules; reliability; responsiveness to technical direction; responsiveness to exchange of documents; and no assessment of damages.
- Business management – Demonstrated ability to manage projects of this nature and involving subcontracts; working relationships with the Contracting Officer and technical representatives; flexibility; effective contractor recommended solutions; and businesslike concern for Government's interests.
- Financial Responsibility – Demonstrated ability in providing current, accurate, and complete billings.

Past performance by key subcontractors and predecessor firms will be considered in the quoter's past performance. However, the quoter's performance under its current business structure will be considered more relevant than performance by predecessor companies, subcontractors, or individual employees.

Government evaluators may avail themselves of various federal, state, and local past performance databases. The Government may research offeror performance on any federal, state, local, and

commercial contract performance of the offeror that is known to the Government, but not included on the submitted performance information. Additionally, the personal experience and evaluator knowledge of quoter performance may be utilized.

Quoters with past performance data will be evaluated in the same manner as all other evaluation factors; however, those quoters with no past performance data will treated as an unknown performance risk and neither be evaluated favorably nor unfavorably. Therefore, quoter will receive credit for good past performance, lose credit for poor past performance, and neither receive nor lose credit for no relevant past performance.

**3. Benefit to the Local Community**

The Government will evaluate the methods proposed by each contractor for benefiting the local community. For the purposes of this solicitation, "local" is identified as counties adjacent to the Fremont-Winema National Forest. Contractor, subcontractor, and employee locations for determination of "local" will be based on primary business/home address. The evaluation will include a determination as to how realistic and achievable the proposed methods are with added consideration for the impact and magnitude to which the local community will benefit from their operations including:

- How and to what degree hiring or training of local residents as employees or as subcontractors will be accomplished in terms of retention, expansion, or creation of employment or training opportunities.
- How and to what degree materials, supplies, lodging, meals, or incidentals will be purchased within project areas.
- How any materials removed from Forest Service lands will be marketed and utilized in the project area. Including contributions to the development of biomass energy, integrated utilization, and/or value-added products for an existing market or emerging market. (if applicable)

**4. Cost/Price Evaluation Criterion**

1. The degree of importance of the price will increase with the degree of equality of the quotes in relation to the other factors on which selection is to be based, or when the price is so significantly high as to diminish the value of the technical superiority to the Government.
2. The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, if considered necessary by the Contracting Officer, discussions will be conducted with only those offerors determined to have a reasonable chance for award. If determined necessary by the Contracting Officer, quote revisions may be requested from only those respondents determined to have a reasonable chance of award. Technical proposals that do not address one or more criteria or fail to provide requested information may be eliminated from further consideration. The awarded contract will incorporate written information provided by the awardee and utilized by the Government as the basis for award selection.
3. The Government reserves the right to make an award to other than the lowest priced offeror or to the offeror with the highest non-price evaluation if the Contracting Officer determines that doing so would result in the greatest value to the Government.
4. To be considered for award, Price Proposals MUST be provided on ALL Items in Schedules: Mandatory Work, and Optional Work.

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

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

**(End of provision)**

**28. FAR 52.233-2 SERVICE OF PROTEST (SEP 2025)**

(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.

(b) The copy of any protest must be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

**29. NOTICE FOR FILING AGENCY PROTESTS**

**United States Department of Agriculture (USDA) Ombudsman Program**

The USDA is committed to issuing solicitations and awarding contracts in a fair and prompt manner. The Ombudsman Program for Agency Protests (OPAP) was established to address protest issues within the agency, providing an alternative to costly and time-consuming litigation. Operating independently, OPAP offers relief comparable to that granted by the Government Accountability Office (GAO). Interested parties are encouraged to resolve concerns through USDA's internal Alternative Dispute Resolution (ADR) process before pursuing external forums such as the GAO. Concerns may be addressed informally or through a formal agency protest filed with either the Contracting Officer or the Ombudsman.

**Informal Forum with the Ombudsman**

1. **Initial Point of Contact:** Interested parties who believe a specific USDA procurement is unfair or otherwise defective should first direct their concerns to the applicable Contracting Officer.
2. **Escalation:** If the Contracting Officer is unable to address their concerns, interested parties are encouraged to contact the USDA Ombudsman for Agency Protests. Under this informal process, the agency is not required to suspend contract award performance. Utilization of the informal forum does not suspend any time requirement for filing a formal protest with the agency or other forums.
3. **Required Information:** To ensure a timely response, interested parties should provide the following information to the Ombudsman: solicitation/contract number, contracting office, Contracting Officer, and solicitation closing date (if applicable).

**Formal Agency Protest with the Ombudsman**

1. **Effort to Resolve:** Prior to submitting a formal agency protest, protesters must first use their best efforts to resolve their concerns with the Contracting Officer through open and frank discussions.
2. **Independent Review:** If the protester's concerns remain unresolved, an Independent Review is available by the Ombudsman. The protester may file a formal agency protest with either the Contracting Officer or, alternatively, with the Ombudsman under the OPAP program. Contract awards or performance will be suspended during the protest period unless justified in writing for urgent and compelling reasons or determined in writing to be in the best interest of the Government.
3. **Resolution Timeline:** The agency's goal is to resolve protests within 35 calendar days from the date of filing.
4. **Required Information:** Protests shall include the information set forth in FAR 33.104(a)(3). Failure to submit the required information may result in a delay or dismissal of the protest.
5. **Timeliness:** Protests must be filed within the timeframes specified in FAR 33.104.
6. **Submission:** Formal protests under the OPAP program should be submitted electronically to SPE.inquiry@usda.gov and the Contracting Officer.

**Election of Forum.** By initiating a protest with the USDA, the protester agrees not to pursue the same matter with the Government Accountability Office (GAO) or any other external forum while the agency protest is pending. If a protest is filed externally, the agency protest will be dismissed.

**AGAR PROVISION**

**30. 452.203-70 Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Certification (Dec 2025)**
(a) By submission of its offer, the offeror certifies that:

1. It is compliant with all applicable Federal anti-discrimination laws and the Equal Protection principles of the U.S. Constitution.
2. Neither it nor any proposed subcontractor or teaming partner operates or funds any program, policy, or initiative that promotes DEI in a manner that violates any applicable Federal anti-discrimination laws, including but not limited to Title VI and VII of the Civil Rights Act of 1964, or the Equal Protection principles of the U.S. Constitution.

(b) If the offeror participates in, facilitates, or funds programs that implicate Title VI of the Civil Rights Act of 1964 or Title IX of the Education Amendments of 1972, as amended, including but not limited to grants to or for schools, colleges, universities, 4-H programs, non-governmental organization (NGO) programs, sports programs, and education-related grants to prisons or other detention facilities, by submission of its offer, the offeror certifies that it is compliant with those laws, including the requirements set forth in Executive Order 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity.

(c) The offeror affirms that the above requirements are conditions of payment that go to the essence of the contract and are therefore material terms of the contract. Payments under the contract are predicated on compliance with the above requirements, and therefore the offeror will not be eligible for funding under the contract or to retain any funding under the contract absent compliance with the above requirements.

(d) This certification reflects a change in the Government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this contract.

(e) Submission of a knowing false statement relating to offeror's compliance with the above requirements and/or eligibility for the contract may subject the offeror to liability under the False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001.

(f) Failure on the part of the offeror or its subcontractors to comply with the terms of this clause may be grounds for the Contracting Officer to terminate the contract for default.

(End of Provision)

## 31. EMPLOYMENT OF ELIGIBLE WORKERS - WORKFORCE CERTIFICATION

Contractors are required to provide certification under this solicitation in compliance with the Migrant and Seasonal Agricultural Workers Protection Act (MSPA) and Farm Labor Contractor (FLC) Certificate of Registration requirements describing the workforce they will utilize to fulfill the contract requirements under this solicitation and any resulting contract. If the Contractor will supply workers under the H-2B Program, the Contractor is required to provide a copy of the Temporary Employment Certificate issued by DOL.

Subcontractors are bound by the same requirements for licenses and permits under this contract. If a Prime Contractor identifies a Subcontractor as part of their workforce to accomplish the work under this solicitation, the Prime Contractor shall submit the Subcontractor's signed certification with their response to the solicitation.

☐ H-2B Workers: (http://www.foreignlaborcert.doleta.gov/)
☐ Company certifies it will not be utilizing H2B Workers under any resulting contract of this solicitation.
☐ Company will be utilizing H2B Workers (under any resulting contract of this solicitation. Provide a copy of Temporary Employment Certificate.) MSPA Workers: (http://www.dol.gov/whd/mspa/)
☐ Company certifies it will not be utilizing MSPA workers under any resulting contract of this solicitation.
☐ Certifies has valid FLC certificate of registration. (Attach a copy of current certification.)
Authorization includes:
☐ Transporting workers
☐ Driving
☐ Housing workers
☐ Company has applied for a Certificate of Registration on _____.
Contractors not currently having obtained a certificate (for each partner if partnership) will be requested to furnish proof of having obtained a Certificate of Registration prior to award of contract. If the contractor does not provide the required Certificate in a reasonable timeframe, the contractor will not be eligible for the contract award. Partnerships must furnish proof of registration of their assumed business name, if any, with the State of registration.

State of _____ No._____

Information about licensing requirements and procedures may be obtained from the following: I, on behalf of said Company, certify to the above responses.

| | |
|---|---|
| **SIGNATURE:** | **DATE:** |
| **PRINTED NAME:** | **TITLE:** |