SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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

1. REQUISITION NUMBER: 1170048

PAGE 1 OF 34

2. CONTRACT NO.

3. AWARD/ EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 1240BG26Q0061

6. SOLICITATION ISSUE DATE: 06/23/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: JENNIFER OLSON

b. TELEPHONE NUMBER (No collect calls): 407-925-1150

8. OFFER DUE DATE/LOCAL TIME: 07/13/2026 1200 PD

9. ISSUED BY CODE 82FT

USDA FOREST SERVICE
ROCKY MOUNTAIN RESEARCH STATION
240 W PROSPECT STREET
FORT COLLINS CO 80526

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): 541620

SIZE STANDARD: $19

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 0467

MOUNT HOOD NATIONAL FOREST
16400 CHAMPION WAY
SANDY OR 97055

16. ADMINISTERED BY CODE 82FT

USDA FOREST SERVICE
ROCKY MOUNTAIN RESEARCH STATION
240 W PROSPECT STREET
FORT COLLINS CO 80526

17a. CONTRACTOR/ OFFEROR CODE

FACILITY CODE

TELEPHONE NO.

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

18a. PAYMENT WILL BE MADE BY CODE

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	Period of Performance: 07/23/2026 to 11/30/2026 This project will consist of topographic and site surveying for roads and culverts in the Recreation Residence area of Zigzag, OR. The roads to be surveyed are 2620, 2629905, and 2629909, with culvert sites on 2612 and 2629905.				

(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)*: ANTHONY O. SALAS

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

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

Land Management Integrated Resources National BPA
The intent of this procurement action is to enter into multiple Blanket Purchase Agreements (BPAs) under which work may be competed and BPA Calls for project work issued. While a pre-set limitation is not established regarding the number of BPAs that will be entered in to, the amount may be limited in any geographic area if it is determined that sufficient competition is taking place and the administrative burden of entering into more agreements offsets the potential benefit. As a result, this solicitation will remain **Open and Continuous** to add vendors when determined necessary. Quotes for this agreement may be received for the life of the BPA. Quote packages that include technical, past performance, and pricing received after the initial evaluation period will be reviewed at the convivence of the Government.

BPA holders will indicate which forest zone(s) they are interested in providing coverage. When projects come available in those zones BPA holders who have indicated interest in covering the applicable zone will be requested to provide a quote. Service projects estimated at $2,500, or less, may be negotiated and awarded without competition.
Work may be in one or more of any National Forest in the United States. Forests and Locations are listed in the attached spreadsheet.

BIOPREFERRED
The Contractor must comply with Section 9002 of the Farm Security and Rural Investment Act of 2002 (FSRIA), Executive Order (EO) 13423, "Strengthening Federal Environmental, Energy, and Transportation Management," and the Federal Acquisition Regulation to provide biobased products.
The Contractor shall utilize products and material made from biobased materials (e.g., biobased greases, biobased hydraulic fluids, biobased absorbents) to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user. All supplies and materials shall be of a type and quality that conform to applicable Federal specifications and standards. All supplies and materials to be used in the performance of work described herein are subject to the approval of the Contracting Officer Representative (COR).
The following is an example list of products that may be used in this contract for services for which biobased products are available. The list is not all inclusive. It is desirable that vendors be able to supply the greatest number of biobased products listed meeting the health and environmental specifications.
Hydraulic fluids Penetrating lubricants
Concrete and asphalt release fluids Absorbents
Diesel fuel additives Greases
Dust suppressants
2-cycle engine oil
Wood and concrete sealers Fertilizers
Roof coatings Water tank coatings
Adhesive and mastic removers Cleaners
Sorbents Floor finish
Floor stripper Composite panels
Janitorial supplies
Insulating foam Sealers
Carpet Metalworking fluids
Graffiti and grease removers Stain removers
Degreasers De-icers
Biobased products that are designated for preferred procurement under USDA's BioPreferred program must meet the required minimum biobased content as stated in the USDA Final Rule available at www.biopreferred.gov. The Contractor should provide data for their biobased products such as biobased content. In addition to the biobased products designated by the U.S. Department of Agriculture in the BioPreferred Program, the Contractor is encouraged to use other biobased products.
The Contractor shall submit with the initial proposal a complete list of biobased products, indicating the name of the manufacturer, cost of each material, and the intended use of each of the materials that are to be used in carrying out the requirements of the contract. Additionally, the winning Contractor on each anniversary date of the contract shall compile a complete list of biobased products, including the information above, purchased to carry out the contract requirements. The Contractor shall list volume to be used and total cost for each individual product. This information will be used for reporting purposes.
The Contractor shall comply with the provision at FAR 52.223-1, Biobased Product Certification.

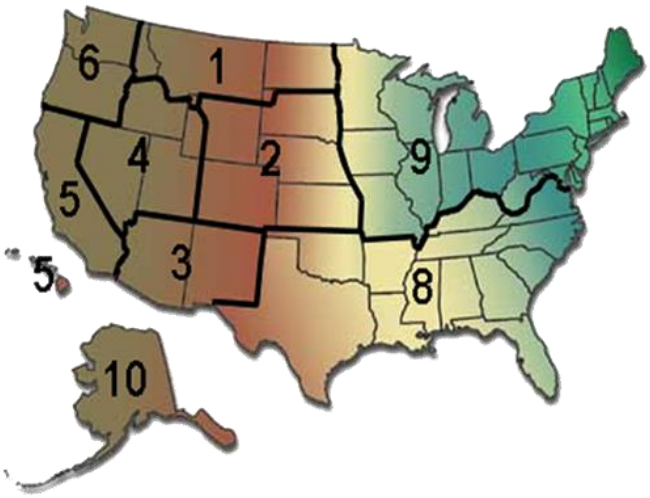
The Contractor shall comply with the clause at FAR 52.223-2, Affirmative Procurement of Biobased Products Under Service contracts.
Based on the FAR clause 52.233-2 Affirmative Procurement of Biobased Products under Service and Construction Contracts, reporting of biobased product purchases is completed through a portal in the System for Award Management System. https://www.sam.gov. Contractors will report the category, product type and dollar value of any USDA designated biobased products purchased by the Contractor; and reporting must be completed by the end of October for the previous entire fiscal year (Oct 1 – Sept 30). Complete the required information within the portal at SAM and copy your Contracting Officer.

GENERAL INFORMATION:

All Contractors must be actively registered in the System for Award Management (SAM) at https://SAM.gov to be eligible for award under this solicitation. Registration in SAM is a free service – you do not need to pay to register in this system. If your registration is not active, you will not be considered for award.

Proposed Areas for Coverage

Contractors must complete Attachment 9 which lists every forest and grassland by State. Indicate in the table with an "X" for the locaitons in which you would like to provide quotations and are willing to travel for work. See "Project Location" and additional information on geographic zones. Below is diagram showing all of the regions of the Forest Service.



LAND MANAGEMENT ACTIVITIES.

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 Stewardship Credits and Appropriated Funds.
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.

1. FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

(a) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the

defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C.3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe,

any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C.3903) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by 33.211 if–

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 4701 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs,

fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

PROJECT DESCRIPTION

Work includes but is not limited to the following:

Typical Service Activities

FOR THE FOLLOWING SERVICES SEE <u>ATTACHMENT 1</u> FOR DETAILED SCOPE OF WORK

1. Project Management
    a. Example, construction management specific but doesn't have to be.
    b. Organizes tasks in a logical order
    c. Familiar with budget management,
    d. Short-term and long-term strategic planning,
    e. Communicates well with line, staff, and contractors.
2. Subleader to the Project Manager
    a. Team lead or operations lead
3. Equipment team leader
    a. Fire task force leader,
    b. Management of multiple types of equipment
4. Inspection Services
    a. Construction contracts
    b. Aerial services
    c. Service contracts

FOR THE FOLLOWING SERVICES SEE <u>ATTACHMENT 2</u> FOR DETAILED SCOPE OF WORK

5. Heritage/Archaeologist
6. Landscape Architect

FOR THE FOLLOWING SERVICES SEE <u>ATTACHMENT 3</u> FOR DETAILED SCOPE OF WORK

7. Botany & Botanical Surveys
    a. Invasive plant management and endangered plant protection)
8. Fish Biologist
9. Wildlife Biologist/Surveys
10. Hydrologist
11. Hazardous Materials
    a. Expertise in recognizing the level of hazard and develop the scope and scale of impact and scalable plan for stabilization and remediation.
12. Soils Scientist

    a. Subsoiling by alleviating heavily compacted soils using an implement specifically designed to reduce soil strength, restore intrinsic bulk density (weight per unit volume), macropore space, permeability, infiltration, and tilth of soil layers to depth.
13. Geologist
14. Land Surveyor
15. Forester
    a. Ability to identify imminent and projected hazard trees and fuels strategy
16. Professional tree services
    a. Faller, climber, trimmer
17. Culturalist
    a. Reforestation project planner
18. Economist
    a. Assists in the natural disaster and recovery efforts, both direct and indirect, at a geographic scale
19. Climate Specialists
    a. Evaluates the impacts of the fire and development of climate resilient landscapes and carbon balance equations
20. Geographic Information Systems
21. Paralegal Services
22. Records Management
23. Environmental Justice Analysis
24. Landscape Architect
25. Graphic Designer
26. Paleontologist

FOR THE FOLLOWING SERVICES SEE <u>ATTACHMENT 4</u> FOR DETAILED SCOPE OF WORK

27. Tribal Liaison
28. Communications Specialist
29. Community Engagement Specialist/Liaison

FOR THE FOLLOWING SERVICES SEE <u>ATTACHMENT 5</u> FOR DETAILED SCOPE OF WORK

30. Technology Specialists
    a. Remote sensing, GIS, data collection, data management, AGOL dashboard management, etc.
31. Data Steward

FOR THE FOLLOWING SERVICES SEE <u>ATTACHMENT 6</u> FOR DETAILED SCOPE OF WORK

32. Architect/Engineer
    a. Transportation, facilities, bridges design

FOR THE FOLLOWING SERVICES SEE <u>ATTACHMENT 7</u> FOR DETAILED SCOPE OF WORK

33. NEPA
    a. Planning
    b. Writing/Editing (Environmental Analysis, Environmental Impact Statements, Categorical Exclusions, etc.
    c. General NEPA Support
34. Environmental Compliance Coordinator
    a. Permits such as negotiating with the Water Quality Control Board, Army Corps of Engineers, SHPO, etc.

FOR THE FOLLOWING SERVICES SEE <u>ATTACHMENT 8</u> FOR DETAILED SCOPE OF WORK

35. Tree planting

    a. The sub-items in this category include, tubing, gopher baiting/trapping, vegetation barrier mat placement, grubbing, big game repellant and riparian/upland planting.
36. Stocking surveys
37. Invasive Plant Control
38. Treating invasive plants using herbicides or manual control methods.
39. Restoration Services
    a. Ecological restoration in both terrestrial and aquatic settings in varied and diverse environments, and may include for example but are not limited to: native habitat restoration/enhancement (wildlife, fisheries, etc.); road construction (cut and fill slopes, source pits, spoils areas, landscaping, ERFO, etc.); mine reclamation (tailings, waste rock, overburden, etc.); fire rehabilitation (BAER, habitat improvement, etc.).
    b. Hydro - Seeding/Mulching/Fertilizing.
    c. Aerial Seeding/Mulching Application/Project Material(s) transport
    d. Mechanical/Hydraulic Planting/Plant Protection.
    e. Hand Planting/Plant Salvage/Plant Protection
    f. Mechanical/Hand Seeding
    g. Bioengineering/Storm Water Treatment
    h. Slash Shredding/Hauling
    i. Road Decommissioning/Obliteration/Soil De-compaction.
40. Stream/Riparian/Wetland Restoration/Channel Realignment
41. Sediment/Erosion Control.
42. Project Mobilization In/Out.
43. Plant Material Collection/Inventory/Mapping
44. Native Grass and Forb Seed and Straw Production
45. Plant Propagation
46. Tree Climbing and Cone/Seed Collection
47. Tree Cooler Maintenance and Servicing

General Guidelines:
The scope covers all Federal, State, and local agency lands within Forests' boundaries which include but are not limited to; all counties within forest boundaries. The BPA call will be issued and administered by a Government entity.

(b) Resulting Award – BPA calls will be issued against any resultant Blanket Purchase Agreements and reference the parent Blanket Purchase Agreement when ordered by warranted contracting personnel from USDA within 150 miles of Forests' boundaries. In accordance with the Ordering Procedures Provision herein, BPA calls placed against the Agreements may be competed within the awardee pool or sole source when determined to be in the Governments best interest.

SPECIFICATIONS
General specifications for each Contract Scope individually described by an item number in the Schedule of Items can be found in individual call orders or specifications (note-specifications may change at time of BPA call creation).

PERFORMANCE REQUIREMENTS
All work shall be performed in accordance with the attached performance based standard specifications unless otherwise specified in a call order.
Acceptable Quality Levels (AQLs) for each performance standard are also established in the attached documents. AQLs may vary between forests. These AQLs will apply to all ordered work unless otherwise specified in a call order.
The attached performance standards, typical drawings, and AQLs are part of this solicitation and any resulting contract.

CONTRACTOR QUALITY CONTROL INSPECTION
When requested by the Contracting Officer, the successful Contractor(s) shall provide a written Quality Control Plan satisfactory to the Government describing how the Contractor will control work quality and document inspection results for awarded call orders.

Contractor shall conduct ongoing quality control inspections in accordance with the approved plan. Contractor shall also provide written certification for all invoiced work that was accomplished in accordance with the terms and conditions of the contract.
Inspection shall be maintained concurrent with contract work. Contractor inspection results shall be available to the Contracting Officer at all times

GOVERNMENT QUALITY ASSURANCE
Government Quality Assurance Plan
The Government may make periodic inspections while work is in progress. After completion of a pay item, the Government may also inspect to determine compliance with performance standards and acceptable quality levels. Determination of the acceptability of the work performed will be based on these verification inspections and will be considered conclusive
Acceptance and Payment for Road Maintenance
Acceptance will be based on visual inspection of pay items. If visual inspection finds that Acceptable Quality Levels for any Performance Standard is not met, rework will be required.
Before final acceptance, all areas occupied by the Contractor in connection with the work shall be cleaned of all Contractor's rubbish, excess materials, temporary structures, and equipment, and all parts of the work area shall be left in a neat and presentable condition.

MEASUREMENT AND PAYMENT
1) Service Call Orders: All measurements and payments are as defined in the Forest Service Performance Based Maintenance Specifications (as included elsewhere in this document), or on the specifications provided within the individual call order(s).

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 as the date specified on each BPA call. The time stated for completion shall include final cleanup of the premises.
Performance shall be made only as authorized by orders issued in accordance with the Ordering clauses. Except as this contract otherwise provides, the Government shall order all services within the scope that are required by Government activities specified in the Schedule only with the vendor holding this contract for the specified services.

ORDERING
(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of BPA calls by the individuals or activities designated in the Schedule. Such orders may be issued from **date of award** through **February 31, 2033.** The agreement shall remain until either party to the agreement determines that it is no longer beneficial or effective during the performance period. Should the Government make this determination, a cancellation notice shall be provided to the vendor. Should the vendor make the determination, they shall provide written notice to the Government of their intent to cancel the agreement. Cancellation of the BPA will not affect the obligations of either party regarding outstanding Call Orders which have not been closed out.
(b) All BPA calls are subject to the terms and conditions of this agreement. In the event of conflict between a BPA call and this agreement, the BPA signed contract shall control.
(c) When emailed, a BPA call is considered “issued” when the Government sends the order via email. BPA calls may be issued by mail, orally, by facsimile, or by electronic commerce methods.

BLANKET PURCHASE AGREEMENTS – REVIEW PROCEDURES
This agreement is subject to the annual review procedures outlined in FAR 13.303-6. “Maintain awareness of changes in market conditions, sources of supply, and other pertinent factors that may warrant making new arrangements with different suppliers or modifying existing arrangements”.

PURCHASE LIMITATIONS

With the exception of those projects determined to be commercial services, all call orders placed under this blanket purchase agreement shall fall under FAR 13.5. For those projects determined to be commercial services, the maximum call order amount shall be established in FAR 13.303-5 (b)2 under subpart FAR 13.5.

2. FAR 52.217-7 – Option for Increased Quantity – Separately Priced Line Item (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within **the period of performance prior to contract expiration**. Delivery of added items shall continue at the same rate that like items are called for under the contract unless the parties otherwise agree.

3. SPECIFICATIONS

General specifications for each Contract Activity individually described by an item number in the Schedule of Service Items will be attached at the call order level.

4. CONTRACTOR QUALITY CONTROL INSPECTION SYSTEM

The Contractor shall identify the quality control inspection system it will use to ensure that contract specifications will be achieved. At no time shall the contractor rely upon Government inspections to provide notification of unsatisfactory performance. The Contractor shall produce written inspection records in a format and at times and places satisfactory to the Contracting Officer. Inspection records shall be made available upon request of the Contracting Officer and be maintained until the date of contract closure. The Contracting Officer may observe the Contractor's inspection at any time and shall otherwise have unlimited access to the inspection data.

5. ACCEPTANCE

The Forest Service shall perform an inspection upon Contractor's written request and assurance that work has been completed. Request shall be for a reasonable portion of work. Acceptance may be made for all or portions of work.

6. GOVERNMENT QUALITY ASSURANCE SURVEILLANCE PLAN

Quality assurance plans specific to individual items may be requested at the call order level.

7. 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 due **date listed on individual call orders.** The time stated for completion shall include final cleanup of the premises.

Performance shall be made only as authorized by orders issued in accordance with the Ordering clauses. Except as this contract otherwise provides, the Government shall order all services within the scope that are required by Government activities specified in the Schedule only with the vendor holding this contract for the specified services. Timber Removal activities shall be scheduled and carried out in accordance with the Timber Removal Specifications in Appendix B or C and as approved by the Contracting Officer.

8. AGAR 452.211-74 PERIOD OF PERFORMANCE (FEB 1988)

The period of performance of each contract will be determined at the call order level.

9. SCHEDULES AND REPORTS

Pursuant to contract requirements, the following submittals are required within 10 days after issuance of a Notice to Proceed for review and/or approval, unless stated elsewhere in the specifications or otherwise mutually agreed:

ITEM DESCRIPTION
Proposed progress schedule showing starting and completion dates of various phases of the work.
List of proposed sub-contractors and their intended work. Subcontractors must have Contracting Officer's Written approval prior to starting work on the project.
Traffic Control Plan
Soil Erosion and Water Pollution Control Plan
Designation of Contractor personnel describing responsibilities and authorities

All schedules and reports shall be submitted to the **COR.**

10. PAYMENT

It is anticipated that funds will be exchanged in the performance of this contract because the value of the timber will not completely offset the value of the work to be performed. When payment is made to the contractor for work performed, it will be made in accordance with the specifications set forth under Measurable Performance Standards.

When harvesting operations are underway, the value of work completed, and timber removed will be documented monthly in the Forest Products Financial System which will produce a Statement of Accounts.

11. FINAL PAYMENT - RELEASE OF CLAIMS

The Government shall pay the amount due the Contractor under this contract after—

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release.

12. AGAR 452.215-73 POST AWARD CONFERENCE (NOV 1996)

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

13. FAR 52.236-4 PHYSICAL DATA (APR 1984)

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

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by visual observation.

(b) Additional informational material made available to contractors including but not limited to environmental documentation, timber cruise data, maps, access permits, etc.

14. USE OF PREMISES : AGAR 452.236-72 USE OF PREMISES (NOV 1996)

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

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

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

Before any camp is opened or operated on National Forest land or lands administered by the Forest Service, written permission shall be obtained through the Contracting Officer. A camp is interpreted to include the camp site or trailer parking area of any employee working on the project for the Contractor. Such permission, if granted, will be without charge to the Contractor.

The Contractor shall request permission (in writing) from the appropriate Ranger District to use campsites. If permission is granted, the District Ranger's letter shall specify all conditions and requirements.

It is further stipulated that in addition to clean-up of any camp sites, the Contractor is required to remove all his equipment from National Forest land before final acceptance and payment of the project.

Portable chemical toilets, self-contained holding tanks, approved pit or vault toilets which meet State Code are required.

15. AGAR 452.237-74 KEY PERSONNEL (FEB 1988)

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

Overall Project Manager

(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.

16. EMPLOYMENT OF ELIGIBLE WORKERS

This contract is subject to the Agricultural Worker Protection Act (MSPA), 29 United States Code (U.S.C) 1801-1872, and to the U.S. Department of Labor (DOL) regulations implementing MSPA 29 Code of Federal Regulations (CFR) Part 500. MSPA eliminates activities detrimental to migrant and seasonal agricultural workers, requires registration of Farm Labor Contractors, and ensures necessary protection for the workers. Information regarding MSPA can be found at https://www.dol.gov/agencies/whd/agriculture/mspa.

If workers are hired under the H-2B program, (8 CFR Section 274A provisions of the Immigration and Nationality Act (INA) for the admission of nonimmigrants to the U.S. to perform temporary labor or services) a Temporary Employment Certification issued by the Office of Foreign Labor Certification (OFLC) in the Department of Labor Employment and Training Administration is required.

For further information on the requirements of the H-2B program, visit OFLC's website at https://www.dol.gov/agencies/eta/foreign-labor.

Compliance with MSPA and the INA is a material condition of this contract. If the contractor employs any unauthorized worker(s) during the performance of this contract that violates section 274A of the INA, the Government may terminate the contract, in addition to other remedies or penalties prescribed by law.

1. Definitions

   A. H-2B worker: as used in this part means a nonimmigrant holding a visa authorizing the individual to legally work in the US to perform temporary labor or services. A worker with an H-2B visa (H-2B worker) may also be considered a migrant agricultural worker under MSPA depending on the type and nature of work performed.

2. Migrant Agricultural Worker and Seasonal Agricultural Worker: as used in this part means individuals employed for agricultural (including forestry) work on a seasonal or temporary basis.

   a) A worker, moving from one seasonal activity to another, is employed on a seasonal basis even though the worker may continue to be employed during a major portion of the year.

   b) An overnight absence from the migrant workers permanent place of residence is required.

   c) Members of the contractor's immediate family are not considered migrant or seasonal workers. Immediate family includes:

      - Spouse
      - Children, stepchildren, or foster children
      - Parents, stepparents, or foster parents, or
      - Brothers and sisters

3. Farm Labor Contractor (FLC). As used in this part means a person including an individual, partnership, association, joint stock company or a corporation, who, for any money or other valuable consideration, paid or promised to be paid, performs any recruiting, soliciting, hiring, employing, furnishing, or transporting of any migrant or seasonal agricultural worker.

4. Registration Requirements

   A. Any contractor providing or hiring H-2B nonimmigrants for work under this contract shall provide a copy of their Temporary Employment Certificate. General information about the H-2B program can be found on Fact Sheet # 78 at https://www.dol.gov/agencies/whd/fact-sheets/78-h2b-overview. Contractors can apply for the certificate online through the US DOL Foreign Labor Application Gateway (FLAG) System at https://flag.dol.gov.

   B. Any contractor who meets the definition in (2.c.) above providing or hiring migrant or seasonal workers to perform agricultural or manual forestry work shall first obtain a Federal DOL Farm Labor Contractor Certificate of Registration (https://www.dol.gov/whd/forms/fts_wh530.htm). The contractor shall carry the certificate at all times while engaged in contract performance and shall display it upon request. Any of the contractor's employees who perform any one or more of the activities defined as an FLC in paragraph (2.c.) must have their own FLC Employee Certificate. General information about MSPA can be found on Fact Sheet #49 at DOL Wage and Hour Division's webpage https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/whdfs49.pdf.

Certifications: The Contractor shall provide applicable H-2B Temporary Employment Certificate and/or Farm Labor Contractor Certificate as part of their representations, certifications, and acknowledgements. Subcontractor(s) meeting the definitions above shall follow the same requirements as the Prime Contractor. It is the Prime Contractor's responsibility to ensure the Subcontractor's information is provided to the Contracting Officer.

5. Worker Protections

   A. Worker Information Posters

a) A contractor who uses the H-2B program to meet its temporary employment needs must post and maintain the H-2B poster (WH-1505) in a conspicuous location accessible to workers at the job site.

b) The contractor shall display and maintain the MSPA poster (WH-1376) on the job site in a conspicuous location accessible to workers during the contract performance period.

B. Personal protective equipment

a) 29 CFR 1910 Subpart I, OSHA's General Industry personal protective equipment (PPE) standard contains the general requirements for the provision of personal protective equipment and requires employers to perform a hazard assessment to select appropriate PPE for hazards that are present or likely to be present in the workplace. OSHA requires that many categories of personal protective equipment meet or be equivalent to standards developed by the American National Standards Institute (ANSI).

b) Before a worker begins operating equipment, the contractor shall train the workers on the safe operation and use of the equipment

c) The contractor shall provide the appropriate personal protective equipment for the work required to be performed in the contract, wherever necessary by reason of hazards or processes encountered that may cause injury or impairment in the function of any part of the body. Except for foot protection, all PPE must be provided by the employer at no cost to the employee. Includes:

1. Head Protection
2. Hearing Protection
3. Eye/Face Protection
4. Leg Protection
5. Foot Protection
6. Hand Protection

d) PPE must be sanitary and in reliable condition. Do not use defective or damaged PPE. PPE must be inspected prior to use on each work shift to ensure it is in serviceable condition.

e) A checklist of applicable PPE guidelines typical for the work performed under this contract is provided. This does not relieve the contractor of the responsibility of performing a risk assessment or providing the necessary PPE for their operations.

References:

https://www.osha.gov/personal-protective-equipment or OSHA 3151-12R 2003 Personnel Protective Equipment Booklet. The booklet can be found at https://www.osha.gov/Publications/osha3151.pdf

f) Manual Logging and Forestry Related activities: https://www.osha.gov/SLTC/etools/logging/manual/logger/personal_equip.html

g) General Machine and Vehicles Logging and Forestry Related activities: https://www.osha.gov/SLTC/etools/logging/mechanical/machines.html

C. Field Sanitation.

OSHA established minimum standards for field sanitation in covered agricultural settings. Refer to Fact Sheet # 51 Field Sanitation Standards under the Occupational Safety and Health Act.

6. Employment Requirements - Fact Sheets with relevant information may be found at https://www.dol.gov/agencies/whd/fact-sheets/78-h2b-overview. (English) or https://www.dol.gov/agencies/whd/fact-sheets/69-h2b-requirements/espanol (Spanish)

A. Contractors employing workers in forestry related work are required to comply with wage and payroll standards and recordkeeping requirements. Refer to Fact Sheet #63: Application of Federal Labor Laws to Reforestation found on the DOL Wage and Hour Division webpage.

B. Contractor Employee List. Contractors are required to maintain and provide upon request an active list of all employees performing work on the job site under this contract. The Employee List will identify employees by full name (aliases), supervisory duties if applicable, and appropriate labor Occupation Code for work performed under the Service Contract Act Wage Rates applicable to this contract. If Subcontractors are utilized, all tiers of subcontractor(s) are responsible for providing the same information for their employees to the Prime for submittal to the Contracting Officer.

7. Transportation

A. The contractor shall be registered to transport employees unless employees provide their own transportation or carpool by their own arrangement in one of their own vehicles. Authorization for each vehicle that will be used to transport employees must appear on the contractor's certificate. If the contractor directs or requests employees to carpool, the registration requirement is applicable. Any driver, who transports workers for a fee or at the direction of the contractor, shall be registered as an FLC or an FLC employee.

B. See Fact Sheet #50: Transportation under the MSPA, for more information about the vehicle safety standards, driver's licensing requirements, and vehicle insurance requirements. Note that separate transportation requirements may apply if there are H-2B workers.

8. Housing

A. The authorization to furnish housing, other than commercial lodging certified by a health authority or other appropriate agency, must appear on the contractor's certificate. Contractors should contact their local Wage and Hour Division of the DOL for further information on the requirements of the Act.

B. Camping Requirements. The Forest Service (FS) has various camping opportunities. Check with local FS unit for camping requirements, camping permits may be required. Verify local fire restriction policies. If camps will be used to house workers subject to MSPA, they are also subject to the temporary labor camp standards at 29 CFR 1910.142. The Forest Service reserves the right to terminate a camping permit at any time. These requirements are in addition to those contained in or provided for under the clause titled 452.236-72 Use of Premises in this contract. Any violation of these conditions constitutes a breach of contract and may result in revocation of camping approval.

1. Every structure used as shelter must provide protection from the elements. Where adequate heat is not provided, make other arrangements to protect workers from the cold. Cut firewood only after a District Firewood Permit is obtained.

2. The campsite must not encroach beyond the boundaries designated by the Forest Service. The campsite location must minimize impacts on streams, lakes, and other bodies of water. Camping is not permitted within developed recreational sites or along primary recreational roads.

3. The campsite must have a clean appearance at all times. Upon abandonment of any campsite, or termination, revocation, or cancellation of camping privileges, the contractor shall remove, within 10 calendar days, all structures, and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in the camping permit. Structures or improvements the contractor fails to remove within the 10-calendar day period becomes the property of the United States, however, the contractor remains liable for the cost of the removal and restoration of the site.

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

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

6. Servicing of equipment in the campsite is not permissible unless the campsite is within the project area.

7. Provide sanitary facilities for storing food. Provide ice chests or coolers, with ice supply made from potable water, and replenish as necessary. Provide sufficient storage for perishable food items.

8. Provide an adequate and convenient potable water supply in each camp for drinking and cooking purposes.

9. Provide adequate toilet facilities and toilet paper for the capacity of the camp. Service and maintain facilities in a sanitary condition.

10. Collect, store, and dispose of garbage in a manner to discourage rodent access, minimize attraction of flies, and prevent scattering by wind

11. Maintain basic first aid supplies available, which must be under the charge of a person trained to administer first aid.

    The basic supplies must include:

    - Gauze pads (at least 4x4 inches)
    - Two large gauze pads (at least 8x10 inches)
    - Box adhesive bandages (such as band-aids)
    - One package of gauze roller bandage (at least 2-inches in width)
    - Two triangular bandages
    - Scissors
    - At least one blanket
    - Tweezers
    - Adhesive tape
    - Medical gloves, (latex or non-latex equivalent), and
    - Resuscitation device such as resuscitation bag, airway, or pocket mask.

12. Wash laundry in such a way that washing and rinsing will not pollute lakes, streams, or other flowing water.

13. Dispose waste water away from living and eating areas and in such a way that minimizes pollution to lakes, streams, and other flowing water.

14. The contractor shall take all reasonable precautions to prevent and suppress forest fires. Do not dispose of material by burning in open fires during the closed season established by law or regulation without the written permission from the Forest Service.

15. If authorized to have an open fire, the Contractor shall comply with the following fire regulations:

    - A shovel, axe, or Pulaski, a 10-quart pail, which is full of water for immediate use, and a fire extinguisher with an Underwriters Laboratory (UL) rating of at least 1:A 10:BC is required.
    - All fire rings or outside fireplaces must be approved by the Forest Service representative. The area must be cleared down to mineral soil for a distance of one foot outside of the ring or fireplace, and it must not have any overhanging material. Fire rings must be dismantled, and material disposed prior to leaving the site.
    - All generators and other internal combustion engines must be equipped with Forest Service approved spark arrestors and/or factory designed muffler and exhaust system in good working order. They will be located in a cleared area with the same requirements as in described in the previous paragraph.
    - All fuel must be stored in UL approved flammable storage containers and be located at least 50 feet from any open flame or other source of ignition.

16. Contractors are required to provide certification of employment status as part of their representations, certifications, and acknowledgements at the time of submission of proposals/ offers/quotes.

17. 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, if applicable.

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
ATP1	Wheeled or track laying equipment shall not be operated in areas identified, except on existing roads. ATP boundaries are shown on the Contract Area Map and lie outside of cutting unit boundaries.
ATP2	Equipment shall not operate within identified area. ATP will be identified on the ground with flagging prior to any treatment.

18. EROSION PREVENTION AND CONTROL

Contractor's Operations shall be conducted reasonably to minimize soil erosion. Equipment shall not be operated when ground conditions are such that excessive damage will result. The kinds and intensity of erosion control work done by Contractor shall be adjusted to ground and weather conditions and the need for controlling runoff. Erosion control work shall be kept current immediately preceding expected seasonal periods of precipitation or runoff.

If Contractor fails to do seasonal erosion control work prior to any seasonal period of precipitation or runoff, Forest Service may temporarily assume responsibility for the work and any unencumbered deposits hereunder may be used by

Forest Service to do the work. If needed for such work, Contractor shall make additional deposits on request by Forest Service. Any money deposited or used for this purpose shall be treated as cooperative deposits.

19. PROTECTION OF LAND SURVEY MONUMENTS

Forest Service shall appropriately designate on the ground all known survey monuments including but not limited to horizontal control stations (Triangulation Stations), vertical control stations (Bench Marks), property corner monuments, and all Public Land Survey System monuments. This shall include reference monuments, corner accessories such as bearing trees, line trees and line posts. Identifying signs shall be posted by Forest Service on two sides of each known bearing tree, and each line post shall be posted with a metal sign or decal. Line trees may be cut if designated by the Government.

In authorized clearings such as clearcutting units and road construction clearings, and in other instances where damage to survey monuments, corners, corner accessories and survey of property line markers is unavoidable, Forest Service shall arrange protective or perpetuative action that does not cause unnecessary delay to Contractor.

Contractor shall protect all known survey monuments, witness corners, reference monuments, bearing trees and line markers against avoidable destruction, obliteration, or damage during Contractor's operations. Additional monuments or objects discovered on the area shall be promptly reported to the other party and shall also be protected. If any known monuments, corners, corner accessories, and survey or property line markers are destroyed, obliterated, or damaged during Contractor's operations, Contractor shall employ a registered professional land surveyor to reestablish or restore at the same location the monuments, corners, corner accessories or line markers. Such surveyors shall use procedures and monumentation that accords with the Bureau of Land Management Manual of Instructions for the Survey of the Public Lands of the United States for General Land Office surveys and any applicable State statutes concerned with land surveys. Contractor's agent shall record such surveys in accordance with state survey statutes.

20. 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	TBD per each call order	TBD per each call order
Land Survey Monuments (Section 26)	TBD per each call order	TBD per each call order
Powerlines	TBD per each call order	TBD per each call order
Transmission Line	TBD per each call order	TBD per each call order
Fiberoptic Line	TBD per each call order	TBD per each call order
Gates	TBD per each call order	TBD per each call order
Fences	TBD per each call order	TBD per each call order
Fiber Box	TBD per each call order	TBD per each call order
Dispersed Campsites	TBD per each call order	TBD per each call order

21. PROTECTION OF RESIDUAL TREES

Contractor's Operations shall not unnecessarily damage young growth or other trees to be reserved.

22. SANITATION AND SERVICING

Contractor shall take all reasonable precautions to prevent pollution of air, soil, and water by Contractor's operations. If facilities for employees are established on Contract Area, they shall be operated in a sanitary manner. Contractor shall not service tractors, trucks, or other equipment on National Forest lands where servicing is likely to result in pollution to soil or water. Contractor shall remove from National Forest lands all refuse resulting from use, servicing, repair, or abandonment of equipment. In the event that Contractor's operations or servicing of equipment result in pollution to soil or water, Contractor shall conduct cleanup to restore the polluted site to the satisfaction of the Forest Service.

23. PREVENTION OF OIL SPILLS

If Contractor maintains storage facilities for oil or oil products on Contract Area, Contractor shall take appropriate preventive measures to insure that any spill of such oil or oil products does not enter any stream or other waters of the United States or any of the individual States.

If the total oil or oil products storage exceeds 1,320 gallons or if any single container exceeds a capacity of 660 gallons, Contractor shall prepare a Spill Prevention Control and Countermeasures (SPCC) Plan. Such plan shall meet applicable EPA requirements (40 CFR 112) including certification by a registered professional engineer.

24. EQUIPMENT CLEANING/NOXIOUS WEED CONTROL

(1) In order to prevent the potential spread of noxious weeds onto National Forest lands, the Contractor shall be required to furnish the Forest Service with proof of weed-free equipment. Cleaning shall remove all soil, plant parts, seeds, vegetative matter, or other debris that could contain or hold seeds. Only logging and construction equipment so cleaned and inspected by the Forest Service will be allowed to operate within the Contract Area. All subsequent move-ins of equipment to the Contract Area shall be treated in the same manner as the initial move in. "Off-road equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.

(2) Noxious weeds are defined as any exotic plant species established or that may be introduced in the State, which may render the land unfit for agriculture, forestry, livestock, wildlife, or other beneficial uses and which is designated by applicable state agecy or the local counties vendor is operating in, or by other appropriate agencies having jurisdiction.

(3) All equipment and vehicles to be used at the job site shall be cleaned and certified free of noxious weeds and their seeds prior to entrance onto the National Forest. The restriction shall include equipment and vehicles intended for off-road use, as well as on road use, whether they are owned, leased, or borrowed by the Contractor or subcontractor.

(4) Unless otherwise agreed, Contractor shall give the Forest Service at least 24 hours' notice when equipment is ready for inspection. Notification will include an agreed upon location where the equipment will be available for inspection by the Forest Service.

(5) Equipment, materials and vehicles shall be visually inspected by a designated Forest Service Officer, and certified in writing to be reasonably clean and weed free **(use Equipment Cleaning Inspection/Verification Form)**. Inspections will take place at a location designated by the Forest Officer in advance of equipment and material arrival. Equipment and vehicles are expected to proceed directly to the job site following the inspection.

(6) New infestations of noxious weeds, of concern to Forest Service and identified by either Contractor or Forest Service, on the Contract Area or on the haul route, shall be promptly reported to the other party. Contractor and Forest Service shall agree on treatment methods to reduce or stop the spread of noxious weeds when new infestations are found. A current list of noxious weeds of concern to Forest Service is available at each Forest Service office.

25. MEADOW PROTECTION

Reasonable care shall be taken to avoid damage to the cover, soil, and water in meadows shown on Contract Area Map. Vehicular or skidding equipment shall not be used on meadows, except where roads, landings, and tractor roads are approved. Unless otherwise agreed, trees felled into meadows shall be removed by endlining. Resulting logging slash shall be removed where necessary to protect cover, soil, and water.

26. WETLANDS PROTECTION

Wetlands requiring protection under Executive Order 11990 are shown on Contract Area Map. Vehicular or skidding equipment shall not be used in such wetlands, except where roads, landings, and tractor roads are approved by the Contracting Officer. Special protection measures needed to protect such known areas are identified in Appendix B, if applicable.

27. 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
TBD per each call order	TBD per each call order

28. REQUIREMENTS OF RIGHTS-OF-WAY

Contractor's road construction and use on rights-of-way shall be confined to said rights-of-way and limited by the related easements and stipulations, if any, unless Contractor makes other arrangements that will not infringe upon or adversely affect the grantee's rights. Said easements or right-of-way documents are available in the offices of the Forest Supervisor and District Ranger.

29. ROAD MAINTENANCE

Contractor shall maintain roads, commensurate with Contractor's use, in accordance with Road Maintenance Requirements and the Road Maintenance Specifications per location/region. Performance of road maintenance work by Contractor may be required prior to, during, and/or after each period of use. The timing of work accomplishment shall be based on Contractor's Operating Schedule.

When two or more commercial users are simultaneously using the same road where Forest Service is not requiring maintenance deposits, the commercial users will develop maintenance responsibilities and arrangements for accomplishing the work. Forest Service must agree to this plan. If the commercial users cannot agree on maintenance responsibilities, Forest Service shall resolve the differences. If Contractor elects to use different roads than those listed, Forest Service shall determine Contractor's commensurate share of road maintenance and revise road maintenance deposits. If Forest Service cannot perform its full commensurate share of road maintenance, Forest Service shall make a cash payment to Contractor for performance of such work.

Unless agreed in writing, prehaul maintenance shall be completed on any portion of road prior to hauling on that portion. Maintenance, as used in this contract, does not include road reconstruction or repairs of an extraordinary nature. **Note:** See Appendix C for Specifications.

30. USE BY OTHERS

Forest Service shall have the right to use any road constructed by Contractor under this contract for any and all purposes in connection with the protection and administration of the National Forest. Other parties, in connection with the logging of tributary National Forest timber, may use roads constructed by Contractor hereunder when such use will not materially interfere with Contractor's Operations. Such third-party use shall be contingent upon the third party paying a fair share of maintenance cost commensurate with such commercial use. Unless otherwise provided, Forest Service shall authorize other uses of roads constructed by Contractor hereunder only if:

(a) Forest Service makes appropriate arrangements to relieve Contractor of related maintenance costs commensurate with such other uses, and

(b) Such other uses will not materially interfere with Contractor's Operations.

Where Contractor reconstructs a road having established use, the use during reconstruction and thereafter by Contractor shall be such as to reasonably accommodate such established use. Contractor shall have the right to use such reconstructed road without material additional interference from other users.

31. INCIDENTAL PAYMENT ITEMS

The intent of the contract is to provide for the complete performance of the project described in the contract. Unless otherwise provided, the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies and perform all work required to complete the project in accordance with drawings, specifications, and provisions of the contract. Payment for contract work will be made only for and under those pay items included in the Schedule of Items. All other work and materials will be considered as incidental to and included in the payment for items shown.

32. SAFETY

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

Unless otherwise agreed in writing, when Contractor's Operations are in progress adjacent to or on Forest Service controlled roads and trails open to public travel, Contractor shall furnish, install, and maintain all temporary traffic controls that provide the user with adequate warning of hazardous or potentially hazardous conditions associated with Contractor's Operations. Contractor and Forest Service shall agree to a specific Traffic Control Plan for each individual

project prior to commencing operations. Devices shall be appropriate to current conditions and shall be covered or removed when not needed. Except as otherwise agreed, flagmen and devices shall be as specified in the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) and as shown on Plans, Contract Area Map, Traffic Control Plan, or in specifications attached hereto.

Logging operations, thinning, slash treatments, and roadwork are inherently hazardous. Conditions, which are inherently hazardous, that could lead to serious injury or loss of life include, but are not limited to:

1. Traffic hazards	**5. Heavy equipment operations**
a. Narrow gravel or native surface forest roads, some single lane with turnouts (limited visibility)	a. Backing into objects
b. Long, steep grades (less than 20%)	b. Steep side slopes or soft ground for rollovers
c. Logging, Administrative, and Recreational Traffic	c. Refueling hazards
d. Unskilled visitor traffic	d. Exceeding equipment limitations
e. Dusty conditions hindering visibility behind vehicles	e. Unsafe equipment / lack of safety equipment
f. Horse traffic at crossings	f. Operator fatigue
	g. May be overwidth/overweight equipment to watch for on roads
2. Work environment	**6. Excavation**
a. Inclement weather for potential hypo/hyperthermia	a. Slope or trench wall instability
b. High winds that can bring down trees and blow dust	b. Air quality/ventilation
c. Wet, snowy or ice conditions making ground unstable	
d. High dB noise	**7. Truck Driving & Trailer Towing**
e. Insects, plants, animals	a. Increased stopping distance
f. Hazardous footing/terrain	b. Loads insecurely lashed
	c. Low clearances (power lines, etc.)
3. Communications	
a. Cell phone or radio availability for emergencies	**8. Personnel**
4. Chainsaw operations	a. Carry adequate liquids to prevent dehydration
a. Improper safety equipment	b. Dress for working conditions including wearing appropriate safety equip.
b. Overhead/falling debris	c. Keep in communications for safety
c. Fatigue/improper cutting techniques	

Contractor shall provide a job-specific safety plan, addressing mitigation of the hazards listed above and any other hazards known to the Contractor. The plan shall be presented at the post-award conference.

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

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

https://www.acquisition.gov/browse/index/far
https://www.acquisition.gov/agar

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES
52.228-2 Additional Bond Security (OCT 1997)
52.228-11 Pledges of Assets (AUG 2018)
52.228-14 Irrevocable Letter Of Credit (NOV 2014)

34. CONTRACTOR PERFORMANCE SYSTEM REGISTRATION

General. This contract is subject to Federal Acquisition Regulations (FAR), Agriculture Acquisition Regulations (AGAR), and Forest Service Acquisition Reference (FSAR) that require past performance evaluations to be completed and entered into the Contractor Performance Assessment Reporting System (CPARS).

Assessment. Upon completion of the work associated with the contract (final), or at the end of the year mark(s) if the contract exceeds one year (interim), an evaluation will be initiated by the Contracting Officer in the CPARS system and the Contractor Representative will receive an auto-email from CPARS with instructions for completion of the evaluation.

All Contractors shall ensure that they are registered with the Contractor Performance Assessment Reporting System (CPARS) within 30 days of contract award. System information can be found at: https://www.cpars.gov/.

35. INVOICE PROCESSING PLATFORM (IPP)

The "Submit Invoice-to" address for USDA orders is the Department of Treasury's Invoice Processing Platform (IPP). The Contractor must follow the instructions on how to register and submit invoices via IPP as prescribed in the previous communications from USDA and Treasury. All invoices shall be submitted via the electronic Invoice Processing Platform. This platform is managed by the U.S. Department of Treasury and additional information is available at this website: https://www.ipp.gov/index.htm.

Vendors register at: https://www.ipp.gov/vendors/enrollment-vendors.htm to establish an account.

36. AGAR 452.236-77 EMERGENCY RESPONSE (NOV 1996)

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

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

(c) **Contractor's Responsibility for Responding to Emergencies**. When directed by the Contracting Officer, the Contractor shall allow the Government to temporarily use employees and equipment from the work site for emergency work (anticipated to be restricted to fire-fighting). An equitable adjustment for the temporary use of employees and equipment will be made under the CHANGES clause, FAR 52.243-4.

452.236-78 Fire Suppression and Liability

a) **Contractor's Responsibility for Fire Fighting.** The Contractor, under the provisions of FAR clause 52.236-9, *Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements*, shall immediately extinguish all fires on the work site other than those fires in use as 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 or employees subject to the following fire classifications listed in subsection (b):

(b) **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 Forest Service for such cost for each operations fire, subject to a maximum dollar amount of **Amount changes per region.** The cost of the Contractor's actions, supplies, and equipment on 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 contractor's obligation stated above, 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.** 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 Forest Service, on any fire on contract area other than an operations fire or a negligent fire.

(c**) 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.

(d) **Contractor's Responsibility for Responding to Emergencies**. When directed by the Contracting Officer, the Contractor shall temporarily redirect 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 any such redirection of employees and equipment will be made under the FAR clause at 52.243-4, Changes.

(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 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.

FIRE PRECAUTIONS AND CONTROL

1. Fire Period and Closed Season

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

2. Fire Plan

Before starting any operations on the project, the Contractor, Permittee, Licensee, or Purchaser, hereinafter referred to as the "Contractor," shall prepare a fire plan in cooperation with the Contracting Officer providing for the prevention and control of fires in the project area. The Contractor shall certify compliance with fire protection and suppression requirements before beginning operations during the fire period and closed season, and shall update such certification when operations change.

3. Substitute Measures

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

4. Emergency Measures

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

5. Fire Control

The Contractor shall, independently and in cooperation with the Forest Service, take all reasonable action to prevent and suppress fires in the project area. Independent initial action shall be prompt and shall include the use of all personnel and equipment available in the project area. For the purpose of fighting forest fires on or in the vicinity of the project which are not caused by the Contractor's operations, the Contractor shall place employees and equipment temporarily at

the disposal of the Forest Service. Any individual hired by the Forest Service will be employed in accordance with the Interagency Pay Plan for Emergency Firefighters. The Forest Service will compensate the Contractor for equipment rented at fire fighting equipment rates common in the area, or at prior agreed to rates.

6. Compliance with State Forest Laws

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

7. Fire Precautions

a. Smoking and Open Fires

Smoking shall be permitted only at the discretion of the Contractor. Fires caused by Contractor smoking shall be deemed negligent. The Contractor may have open fires only with prior written approval by Forest Service. Unless restricted by State Law, Federal Regulation or Local Fire Precaution Level, if applicable, smoking shall be permitted only in such portions of the project area that are free of flammable material. Smokers shall sit down to smoke in such a position that any burning material will fall within a cleared area and shall extinguish and press out in mineral soil all burning material before leaving the cleared area.

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

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

c. Power Saws

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

d. Extinguishers

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

e. Spark Arresters and Mufflers

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

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

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

(3) A heavy duty truck, such as a dump or log truck, or other vehicle used for commercial hauling, used only on roads and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab. Exhaust equipment described in this subsection, including spark arresters and mufflers, shall be properly installed and constantly maintained in serviceable condition.

8. Fire Tools

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

a.2 axes or Pulaskis with a 32-inch handle;

b.3 adze eye hoes. One Pulaski may be substituted for 1 adze eye hoe;

c.3 long-handled, round point shovels, size "0" or larger.

9. Fire Security

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

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

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

10. Blasting

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

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

11. Additional Fire Precautionary Measure 2 - Communications

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

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

12. Additional Fire Precautionary Measure 1 - Tank Truck

The Contractor shall provide a tank truck or trailer containing not less than 300 gallons of water during yarding, loading, land clearing, right of way clearing, and mechanical treatment of slash. A tank truck or trailer will not be required if power saw falling and bucking is the only operation. Such tank truck or trailer shall be maintained in a serviceable condition and located within 10 minutes, round trip, from each project area during fire period and closed season.

The tank truck or trailer shall be equipped with a pump capable of discharging 20 gallons of water per minute, using a ¼ inch nozzle tip, through a 50-foot length of rubber lined hose. In addition, 500 feet of serviceable fabric jacket rubber lined hose of not less than 1 inch outside diameter; fitted with a nozzle capable of discharging a straight stream of ¼ inch diameter and a spray pattern shall be immediately available for use. The tank, pump, and at least 250 feet of hose and nozzle shall be connected and ready for use at all times.

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. Tank truck or trailer shall be available from the start of work to the end of the Fire Watch/Fire Security service.

END OF ADDENDUM TO FAR 52-212-4

37. FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (DEC 2022)

(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*.]

__ (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. 4655).

__ (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.)

__ (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].

_X_ (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).

_X_ (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 (OCT 2022) (15 U.S.C. 657a).

__ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (13) [Reserved]

_X_ (14) (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 (DEC 2022) (15 U.S.C. 637(d)(2) and (3)).

__ (17) (i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (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.
_X_ (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.
__ (19) 52.219-14, Limitations on Subcontracting (OCT 2022) (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 (OCT 2022) (15 U.S.C. 657f).
_X_ (22) (i) 52.219-28, Post Award Small Business Program Re-representation (OCT 2022) (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 (OCT 2022) (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 (OCT 2022) (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).
_X_ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (DEC 2022) (E.O.13126).
_X_ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
_X_ (30) (i) 52.222-26, Equal Opportunity (SEP 2016) (E.O.11246).
__ (ii) Alternate I (FEB 1999) of 52.222-26.
_X_ (31) (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) (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).
_X_ (35) (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 (MAY 2022) (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.)
_X_ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
_X_ (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).
_X_ (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).

_X_ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

_X_ (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.

_X_ (48) (i) 52.225-1, Buy American-Supplies (OCT 2022) (41 U.S.C. chapter 83).

__ (ii) Alternate I (OCT 2022) of 52.225-1.

__ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 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 [Reserved].

__ (iii) Alternate II (DEC 2022) of 52.225-3.

__ (iv) Alternate III (JAN 2021) of 52.225-3.

__ (v) Alternate IV (Oct 2022) of 52.225-3.

__ (50) 52.225-5, Trade Agreements (DEC 2022) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).

__ (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. Subtitle A, Part V, Subpart G Note).

__ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).

__ (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. 3805).

__ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

_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).

__ (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).

_X_ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

_X_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (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 2022) (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 (May 2014) (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 (MAY 2022) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (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. Subtitle A, Part V, Subpart G 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)

ORDER PROCEDURES (Multiple Award)
The following provision defines the process by which (1) Fair Opportunity for Award will be afforded; (2) BPA calls will be processed and priced; and (3) BPA calls will be awarded.
(**a) Fair Opportunity for Consideration**:
1. One or more BPA calls will be issued during the performance period of the resulting Blanket Purchase Agreements. The Contracting Officer's (CO) decision to issue a BPA call to a particular awardee shall be based on the criteria stated below. The CO will give each qualifying (Business Status) awardee a "fair opportunity" to be considered for each order in excess of $2,500 unless one of the conditions in paragraph (2) below applies.
2. Exceptions to Fair Opportunity for Consideration: Awardees will not be given a fair opportunity to be considered for requirements which are expected to exceed $2,500 when the Contracting Officer determines one of the following conditions apply:
A. The agency need for the services is so urgent that providing such opportunity would result in unacceptable delays;
B. The agency need to meet Socio-Economic goals and FAR requirements for Set-Asides.
C. Agency Cooperators provision of matching value under Stewardship Activities.
D. Only one such awardee is capable of providing such services required at the level of quality required because the services ordered are unique or highly specialized; or
E. The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given fair opportunity to be considered for the original order.
F. The agency need for emergency services may require sole-source to nearest available awardee.
(b) Selection Criteria for Awarding a BPA call
The Government will evaluate the BPA call proposals against selection criteria in each individual BPA call. At a minimum, the Government's award decision will be based on selection criteria addressing relevant past performance, availability, and price.
Evaluation of relevant past performance will be based on each awardee's original past performance data as supplemented by the Government and contractor during the life of the Agreement. As work proceeds under this Agreement, it is probable that the relevant past performance data submitted with the original Agreement solicitation proposal will be disregarded for current performance reports
received on BPA calls performed under an Agreement. In addition, individual BPA call selection criteria may include other factor(s) relevant to the particular call. The order of importance for the factors will be identified on each individual project call.

(c) BPA call quote process
1. A warranted Contracting Officer, responsible for acquisitions within the area defined in the Scope of Work must issue any BPA call exceeding $2,500 for service. The Contracting Officer will issue a BPA call Quote Request to all contractors within a designated work activity; **unless** an exception to fair opportunity applies. If a Fair Opportunity Exception Applies, the BPA call quote request will be issued to the designated group or single contractor, as applicable. The BPA call quote request will include a due date for quote/proposal submission and a Statement of Work (SOW) which includes a

detailed description of work to be accomplished, a listing of the deliverables required, and additional data as appropriate. The BPA call quote request will also include specific instructions for the submission of offers, the selection criteria factors, the factors' order of importance, and other information deemed appropriate.

2. Awardees under their Blanket Purchase Agreement will generally be allowed 10 working days to prepare and submit quotes or proposals. However, more or less time may be necessary based on the requirements. The due date shall be set forth in each BPA call quote request. If an awardee is unable to perform a requirement, the awardee may "NO QUOTE" the BPA call quote request. All "NO QUOTE" shall include a brief statement as to why the awardee is unable to perform (i.e., Conflict of Interest). While no mandatory requirement exists for the submission of a proposal/quote, firms consistently declining to submit offers for availability reasons may jeopardize their ability to receive future BPA calls.

3. Technical Proposals. A BPA call request for quotes or proposals **MAY** include the demand for any or all of the following information depending upon the complexity of the project. Majority of call orders will require technical information from vendors, however, a PASS/FAIL technical evaluation in line with lowest price technically acceptable (LPTA) will be the preferred method of evaluation. Contracting Officer's will have the flexibility to tailor evaluations and criteria on an individual basics per call order. * Technical Approach (Including Operating Plan and Benefit to Local Community)

* Key Personnel utilized
* Quantities/hours of personnel by labor categories
* Quantities/hours of equipment by specific type
* Other Direct Costs (ODCs) (e.g. material not provided by the Government, mobilization, etc.)
* Site Specific augmentation to the Formal Letter of Agreement's Safety Plan
* Performance Work Plan Schedule
* Use of Government Property
* Necessary flagging requirements
* Teaming Arrangement to include subcontracting from the list of approved subcontractors established at time of award

39. LIST OF ATTACHMENTS

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

TITLE	PAGES
1. Project Management Scope	12
2. Cultural Resources Scope	9
3. Professional Services Scope	15
Botanical Surveys	17
Land Surveys	6
Wildlife Surveys	8
4. Communication Tribal Liaison Services Scope	2
5. Tech/Data Services Scope	1
6. Architect/Engineering Scope	4
7. NEPA Scope	19
8. Natural Resource Restoration Scope	13
9. National Forest Locations Spreadsheet	1