SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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

1. REQUISITION NUMBER: 1142881

PAGE 1 OF 79

2. CONTRACT NO.

3. AWARD/ EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 12363N26Q4011

6. SOLICITATION ISSUE DATE: 05/15/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: JEANNE WINDLE
EMAIL:norma.windle@usdago.gov

b. TELEPHONE NUMBER (No collect calls): 406-370-5318

8. OFFER DUE DATE/LOCAL TIME: 06/22/2026 1600 PDT

9. ISSUED BY CODE 363N

USDA-FS STEWARDSHIP CONTRACTING BR
1400 INDEPENDENCE AVE SW
MS-1138
WASHINGTON DC 20250-1138
Email: norma.windle@usda.gov

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

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

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 113310

SIZE STANDARD: 500

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

12. DISCOUNT TERMS

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

13b. RATING

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

15. DELIVER TO CODE 9A57

USDA FOREST SERVICE
SUMMIT RANGER DISTRICT
1 PINECREST LAKE ROAD
PINECREST CA 95364

16. ADMINISTERED BY CODE 363N

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

17a. CONTRACTOR/ OFFEROR CODE

FACILITY CODE

Name:

Address:

Email:

SAM UEI:

TELEPHONE NO.

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

18a. PAYMENT WILL BE MADE BY CODE

*Invoice Processing Platform (IPP):
All invoices must be submitted electronically through the Invoice Processing Platform Via www.IPP.gov.
All Invoices for Non-Monetary Stewardship Credits must be submitted to the Forest COR via email.

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
	Bumblebee Revised Stewardship IRSC Stanislaus National Forest Summit Ranger District				See attached Schedule of items.
0002	Bumblebee IRSC - Mastication Product/Service Code: F014 Product/Service Description: NATURAL RESOURCES/CONSERVATION- TREE THINNING Continued ...				

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

25. ACCOUNTING AND APPROPRIATION DATA
N/A

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

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

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

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN VIA ELECONTRIC (email) to norma.windle@usda.gov. One (1) COPY 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)*
N.JEAN WINDLE

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0003	Bumblebee IRSC - Cut/Remove Hazardous Standing Fuels Product/Service Code: F014 Product/Service Description: NATURAL RESOURCES/CONSERVATION- TREE THINNING				
0004	Bumblebee IRSC - Road Reconstruction Product/Service Code: F014 Product/Service Description: NATURAL RESOURCES/CONSERVATION- TREE THINNING				
0015	Bumblebee IRSC - Chip/Remove Sawtimber Tops Product/Service Code: F014 Product/Service Description: NATURAL RESOURCES/CONSERVATION- TREE THINNING				
0016	Bumblebee IRSC - Timber/Product Removal (Marble Mountain) Product/Service Code: F014 Product/Service Description: NATURAL RESOURCES/CONSERVATION- TREE THINNING				
	Period of Performance: 06/29/2026 to 05/30/2031				

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

1. SCHEDULE OF ITEMS

MANDATORY WORK ACTIVITIES:

ITEM NO.	DESCRIPTION OF MANDATORY WORK ACTIVITIES	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	**Bumblebee Cutting and Hauling Included Products**				
	a) Thinning Unit Products Removal	Acre	1,458	N/A	N/A
	b) Hazardous Standing Fuels Removal	Acre	57	N/A	N/A
2	**Bumbleebee Mastication**	Acre	836	$_____	$_____
3	**Bumblebee Road Reconstruction of All Haul Roads**				
	a) 15101 - Mobilization	LS	1	$_____	$_____
	b) 15201- Construction survey and staking, method I, tolerance b	LS	1	$_____	$_____
4	**Bumblebee Road Reconstruction of Haul Road 4N12 (*Herring Creek Rd*)**				
	a) 41801.1 - Asphalt Patch Type 1 (root heaves)	Ton	20.00	$_____	$_____
	b) 41801.2- Asphalt Patch Type 2 (potholes)	Ton	50.00	$_____	$_____
	c) 60408 - DI Lid Replacement	Each	22	$_____	$_____
5	**Bumblebee Road Reconstruction of Haul Road 4N12H**				
	a) 20415 - Embankment construction, compaction placement method (2), tolerance class (A)	Cubic Yard	4	$_____	$_____
	b) 20425.3 - Drainage excavation, type (Rolling Dip), compaction placement method (2), tolerance class (A)	Each	4	$_____	$_____
	c) 20425.5 - Drainage excavation, type (Drivable Waterbar), compaction placement method (2), tolerance class (A)	Each	1	$_____	$_____
	d) 30113 - Aggregate surface course, grading (F), compaction method (B)	Ton	30	$_____	$_____
	e) 30307 - Roadbed reconditioning, compaction method (2)	Mile	0.33	$_____	$_____

6	**Bumblebee Road Reconstruction of Haul Road 4N12P**				
	a) 30307 - Roadbed reconditioning, compaction method (2)	Mile	0.06	$_____	$_____
7	**Bumblebee Road Reconstruction of Haul Road 4N28Y**				
	a) 20301 - Removal of (Culvert Debris), disposal method (a)	Lump Sum	1	$_____	$_____
	b) 20415 - Embankment construction, compaction placement method (2), tolerance class (A)	Cubic Yard	6	$_____	$_____
	c) 20425.3 - Drainage excavation, type (Rolling Dip), compaction placement method (2), tolerance class (A)	Each	4	$_____	$_____
	d) 20425.6 - Drainage excavation, type (Lead Off Ditch), compaction placement method (2), tolerance class (A)	Each	2	$_____	$_____
	e) 20701 - Earthwork geosynthetics, type (class 2, nonwoven)	Square Yard	973	$_____	$_____
	f) 30113 - Aggregate surface course, grading (F), compaction method (B)	Ton	177	$_____	$_____
	g) 30307 - Roadbed reconditioning, compaction method (2)	Mile	0.33	$_____	$_____
8	**Bumblebee Road Reconstruction of Haul Road 4N28YA**				
	a) 20103 - Clearing and grubbing, disposal method (limbs (g), logs (i), stumps (f))	Mile	0.04	$_____	$_____
	b) 20425.6 - Drainage excavation, type (Lead Off Ditch), compaction placement method (2), tolerance class (A)	Each	1	$_____	$_____
	c) 20701 - Earthwork geosynthetics, type (class 2, nonwoven)	Square Yard	389	$_____	$_____
	d) 30113 - Aggregate surface course, grading (F), compaction method (B)	Ton	63	$_____	$_____
9	**Bumblebee Road Reconstruction of Haul Road 4N52Y**				
	a) 20401 - Roadway excavation and embankment, compaction placement method (2), tolerance class (A)	Cubic Yard	34	$_____	$_____
	b) 20425.2 - Drainage excavation, type <Armored Swale>, compaction placement method (2), tolerance class (A)	Each	1	$_____	$_____

10	**Bumblebee Road Reconstruction of Haul Road 4N53Y**				
	a) 20425.3 - Drainage excavation, type (Rolling Dip), compaction placement method (2), tolerance class (A)	Each	1	$_____	$_____
	b) 20425.5 - Drainage excavation, type (Drivable Waterbar), compaction placement method (2), tolerance class (A)	Each	2	$_____	$_____
	c) 30307 - Roadbed reconditioning, compaction method (2)	Mile	0.07	$_____	$_____
11	**Bumblebee Road Reconstruction of Haul Road 4N76 *(North)***				
	a) 20425.5- Drainage excavation, type (Drivable Waterbar), compaction placement method (2), tolerance class (A)	Each	1	$_____	$_____
	b) 30307 - Roadbed reconditioning, compaction method (2	Mile	0.25	$_____	$_____
12	**Bumblebee Road Road Reconstruction of Haul Road 5N11 *(North)***				
	a) 20425.1- Drainage excavation, type (Swale), compaction placement method (2), tolerance class (A)	Each	1	$_____	$_____
	b) 20425.3 - Drainage excavation, type (Rolling Dip), compaction placement method (2), tolerance class (A)	Each	1	$_____	$_____
	c) 20425.5 - Drainage excavation, type (Drivable Waterbar), compaction placement method (2), tolerance class (A)	Each	6	$_____	$_____
	d) 20701 - Earthwork geosynthetics, type (class 2, nonwoven)	Square Yard	1684	$_____	$_____
	e) 30113 - Aggregate surface course, grading (F), compaction method (B)	Ton	680	$_____	$_____
	f) 60708 - Cleaning culverts in place	Each	1	$_____	$_____
	g) 63308 - Delineator (Boulders)	Lump Sum	1	$_____	$_____

13	**Bumblebee Road Reconstruction of Haul Road 5N11 *(South)***				
	a) 20420 - Drainage excavation, type <Roadside Ditch>,tolerance class <A>	Feet	530	$_____	$_____
	b) 20425.1 - Drainage excavation, type <Swale>, compaction placement method <2>, tolerance class <A>	Each	2	$_____	$_____
	c) 20425.3 - Drainage excavation, type <Rolling Dip>, compaction placement method <2>, tolerance class <A>	Each	5	$_____	$_____
	d) 20425.5 - Drainage excavation, type <Drivable Waterbar>, compaction placement method <2>, tolerance class <A>	Each	2	$_____	$_____
	e) 20425.6 - Drainage excavation, type <Lead Off Ditch>, compaction placement method <2>, tolerance class <A	Each	2	$_____	$_____
	f) 30113 - Aggregate surface course, grading <F>, compaction method <B>	Ton	159	$_____	$_____
	g) 30307 - Roadbed reconditioning, compaction method <2>	Mile	0.54	$_____	$_____
14	**Bumblebee Road Reconstruction of Haul Road 5N46Y**				
	a) 20415 - Embankment construction, compaction placement method (2), tolerance class (A)	Cubic Yard	20	$_____	$_____
	b) 20425.2 - Drainage excavation, type (Armored Swale), compaction placement method (2), tolerance class (A)	Each	1	$_____	$_____
	c) 20425.6 - Drainage excavation, type (Lead Off Ditch), compaction placement method (2), tolerance class (A)	Each	1	$_____	$_____
	d) 30113 - Aggregate surface course, grading (F), compaction method (B)	Ton	89	$_____	$_____

15	**Bumblebee Road Reconstruction of Haul Road 5N46YA**				
	a) 20425.2 - Drainage excavation, type (Armored Swale), compaction placement method (2), tolerance class (A)	Each	2	$_____	$_____
	b) 60708 - Cleaning culverts in place	Each	2	$_____	$_____
16	**Marble Mountain Road Reconstruction of All Haul Roads**				
	a) 15101 - Mobilization	LS	1	$_____	$_____
	b) 15280 - Construction Survey and Staking, Method 1, Tolerance B	LS	1	$_____	$_____
17	**Marble Mountain Road Reconstruction of Haul Road 2N05Y**				
	a) 21201- Linear Grading	Mile	0.38	$_____	$_____
18	**Marble Mountain Road Reconstruction of Haul Road 2N05YA**				
	a) 21201 - Linear Grading	Mile	0.10	$_____	$_____
19	**Marble Mountain Road Reconstruction of Haul Road 2N06**				
	a) 30380 - Roadbed Reconditioning, Compaction Method<D>	Mile	0.11	$_____	$_____
	b) 20480 - LOD - Drainage Excavation, Lead Off Ditch, Compaction Method <D>	Each	1	$_____	$_____
20	**Marble Mountain Road Reconstruction of Haul Road 2N07**				
	a) 30185- Aggregate Surface Course, Grading <T>, <4> Inch Depth, Compaction Method <B>	SQYD	255	$_____	$_____
	b) 30380 - Roadbed Reconditioning, Compaction Method<D>	Mile	0.06	$_____	$_____
	c) 30384 - Roadway Reconditioning, Compaction Method<D>	Mile	0.33	$_____	$_____
	d) 20480 - DIP - Drainage Excavation, Rolling Dip, Compaction Method <D>	Each	3	$_____	$_____
	e) 20480 - LOD - Drainage Excavation, Lead Off Ditch, Compaction Method <D>	Each	1	$_____	$_____
	f) 20480 - WB - Drainage Excavation, Waterbar, Compaction Method <D>	Each	6	$_____	$_____
	g) 20701-2000 - Separation Geotextile, Non-Woven	SQYD	255	$_____	$_____
	h) 25101 - Placed Riprap	CUYD	42	$_____	$_____
	i) 60704 - Cleaning Culvert In Place	Each	2	$_____	$_____

21	**Marble Mountain Road Reconstruction of Haul Road 2N14Y**				
	a) 20105- Clearing And Grubbing	Mile	1.34	$_____	$_____
	b) 30380 - Roadbed Reconditioning, Compaction Method<D>	Mile	0.07	$_____	$_____
	c) 20480-LOD - Drainage Excavation, Lead Off Ditch, Compaction Method <D>	Each	2	$_____	$_____
	d) 20480-WB - Drainage Excavation, Waterbar, Compaction Method <D>	Each	3	$_____	$_____
22	**Marble Mountain Road Reconstruction of Haul Road 2N14YA**				
	a) 20105- Clearing And Grubbing	Mile	0.35	$_____	$_____
23	**Marble Mountain Road Reconstruction of Haul Road 2N17**				
	a) 20480- Roadway Excavation and Embankment, Compaction <D>	CUYD	10	$_____	$_____
	b) 30380 - Roadbed Reconditioning, Compaction Method<D>	Mile	0.08	$_____	$_____
	c) 20480-LOD - Drainage Excavation, Lead Off Ditch, Compaction Method <D	Each	1	$_____	$_____
	d) 20480-SWL - Drainage Excavation, Swale, Compaction Method <D>	Each	1	$_____	$_____
	e) 20480-WB - Drainage Excavation, Waterbar, Compaction Method <D>	Each	1	$_____	$_____
24	**Marble Mountain Road Reconstruction of Haul Road 2N50**				
	a) 20105- Clearing and Grubbing	Mile	0.66	$_____	$_____
	b) 30380 - Roadbed reconditioning, compaction method <D>	Mile	0.66	$_____	$_____
25	**Marble Mountain Road Reconstruction of Haul Road 2N55**				
	a) 20480 – DIP - Drainage Excavation, Rolling Dip, Compaction Method <D>	Each	1	$_____	$_____
	b) 20480-SWL - Drainage Excavation, Swale, Compaction Method <D>	Each	1	$_____	$_____
	c) 20480-WB - Drainage Excavation, Waterbar, Compaction Method <D	Each	3	$_____	$_____
26	**Marble Mountain Road Reconstruction of Haul Road 2N91**				
	a) 20105 – Clearing and Grubbing	Mile	0.37	$_____	$_____

	b) 20480-SWL - Drainage Excavation, Swale, Compaction Method <D>	Each	1	$_____	$_____
27	**Marble Mountain Road Reconstruction of Haul Road 2N98Y**				
	a) 20105 – Clearing and Grubbing	Mile	1.29	$_____	$_____
	b) 30380 - Roadbed Reconditioning, Compaction Method<D>	Mile	0.64	$_____	$_____
	c) 20480-DIP - Drainage Excavation, Rolling Dip, Compaction Method <D>	Each	1	$_____	$_____
28	**Marble Mountain Road Reconstruction of Haul Road 3N07**				
	a) 20480 – Roadway Excavation and Embankment, Compaction <D>	CUYD	120	$_____	$_____
	b) 30185 - Aggregate Surface Course, Grading <T>, <4> Inch Depth, Compaction Method <B>	SQYD	645	$_____	$_____
	c) 30380 - Roadbed Reconditioning, Compaction Method<D>	Mile	0.92	$_____	$_____
	d) 20301-1900 - Removal Of Pipe Culvert	Each	1	$_____	$_____
	e) 20425-1000 - Ditch, Excavation	LNFT	750	$_____	$_____
	f) 20480-DIP - Drainage Excavation, Rolling Dip, Compaction Method <D>	Each	2	$_____	$_____
	g) 20480-LOD - Drainage Excavation, Lead Off Ditch, Compaction Method <D>	Each	1	$_____	$_____
	h) 20480-SWL - Drainage Excavation, Swale, Compaction Method <D>	Each	3	$_____	$_____
	i) 20701-2000 - Separation Geotextile, Non-Woven	SQYD	333	$_____	$_____
	j) 60704 - Cleaning Culvert in Place	Each	1	$_____	$_____
29	**Marble Mountain Road Reconstruction of Haul Road 3N07C**				
	a) 20105 – Clearing and Grubbing	Mile	0.59	$_____	$_____
	b) 30380 - Roadbed Reconditioning, Compaction Method <D>	Mile	0.47	$_____	$_____
30	**Marble Mountain Road Reconstruction of Haul Road 3N08**				
	a) 20105 - Clearing And Grubbing	Mile	1.01	$_____	$_____
	b) 30380 - Roadbed Reconditioning, Compaction Method<D>	Mile	0.15	$_____	$_____
	c) 20480-ASWL - Drainage Excavation,	Each	1	$_____	$_____

	Armored Swale, Compaction Method <D>				
	d) 20480-SWL - Drainage Excavation, Swale, Compaction Method <D	Each	1	$_____	$_____
31	**Marble Mountain Road Reconstruction of Haul Road 3N40Y**				
	a) 20480 - Roadway Excavation and Embankment, Compaction <D>	CUYD	96	$_____	$_____
	b) 60201-1400 - 60-Inch Pipe Culvert	LNFT	50	$_____	$_____
32	**Marble Mountain Road Reconstruction of Haul Road 3N42Y**				
	a) 20105 - Clearing and Grubbing	Mile	1	$_____	$_____
33	**Marble Mountain Road Reconstruction of Haul Road 3N42YA**				
	a) 20105 - Clearing and Grubbing	Mile	0.54	$_____	$_____
34	**Marble Mountain Road Reconstruction of Haul Road 3N42YB**				
	a) 20105 - Clearing and Grubbing	Mile	0.28	$_____	$_____
	b) 30380 - Roadbed Reconditioning, Compaction Method <D>	Mile	0.11	$_____	$_____
35	**Marble Mountain Road Reconstruction of Haul Road 3N79**				
	a) 20105 - Clearing and Grubbing	Mile	0.05	$_____	$_____
	b) 30380 - Roadbed Reconditioning, Compaction Method <D>	Mile	0.10	$_____	$_____
				Total All Mandatory Service Items	$_____

OPTIONAL WORK ACTIVITIES:

ITEM NO.	DESCRIPTION OF OPTIONAL WORK ACTIVITIES	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
36	**Marble Mountain Timber/Product Removal**				
	a) Cut and Remove Included Timber	Acre	1,764*	$_____	$_____
	b) Cut Skid and Deck Biomass (Grn Bio / Cull Logs)				
	(i) 1.00-2.99* ccf/acre	Acre	361*	$_____	$_____
	(ii) 3.00-4.99* ccf/acre	Acre	361*	$_____	$_____
	(iii) 5.00-6.99* ccf/acre	Acre	361*	$_____	$_____
37	**Marble Mountain Mastication**	Acre	730*	$_____	$_____
				Total All Optional Service Items	$_____

BUMBLEBEE TIMBER/PRODUCT REMOVAL PRICE SCHEDULE:

SPECIES	PRODUCT	ESTIMATED QUANTITY	UNIT OF MEASURE	MINIMUM ACCEPTABLE OFFER	OFFER (FLAT)	TOTAL OFFER
Combined Softwoods	Sawtimber	60,283	Ton	$2.75	N/A	N/A
Combined Softwoods	Grn Bio	6,668	Ton	$2.75	N/A	N/A
Combined Softwoods	Cull Logs	8,632	Ton	$2.75	N/A	N/A
Minimum Acceptable Offer – All Products						**$207,853**
Total – All Included Products [1/]						**$_____**
[1/] Total Value Offering: Forest Service to determine proportionate rates for Species and Products						

MARBLE MOUNTAIN TIMBER/PRODUCT REMOVAL PRICE SCHEDULE:

SPECIES	PRODUCT	ESTIMATED QUANTITY	UNIT OF MEASURE	MINIMUM ACCEPTABLE OFFER
CS	Sawtimber	**35,280**** *Actual Quantity Determined After Cruise*	Tons	TBD from Appraisal **$0.01 to $6.00****
Total Value Bid Premium – Sawtimber ***				$_____
Total Value – Sawtimber (TBD after cruise and appraisal)				**N/A – TBD** **Will be calculated by FS for evaluation purposes.**

MARBLE MOUNTAIN TIMBER SUBJECT TO AGREEMENT PRICE SCHEDULE:

SPECIES	PRODUCT	ESTIMATED QUANTITY	UNIT OF MEASURE	MINIMUM ACCEPTABLE OFFER	OFFER (FLAT)
Combined Softwoods	Grn Bio	**5,870** *Actual Quantity Determined After Cruise*	Tons	**$0.01**	$_____

SCHEDULE NOTES

Note 1: These schedules are for pricing/payment purposes. **Refer to 52.212-1**, Instructions to Offerors for technical proposal requirements. Evaluation criteria used by the Forest Service for proposals is located in **52.212-2** of this solicitation.

Note 2: Price Quotes MUST be provided on ALL Items in Schedules: Mandatory Work Activities and Optional Work Activities and Timber or other products Removal Price Schedule. Unit prices prevail.

Mandatory Item 1b acres calculated using the 82-foot average cut tree height to create an 82-foot average cut distance off the road. In some areas the cutting will be closer to the road, in other areas it will be further, depending on cut tree height.

Wildlife surveys will be conducted annually and may result in modifications to units' boundaries and/or acres, as well as limited operating periods.

Note 3: **Optional Items 36a, 36b(i, ii, iii) and 37 - Marble Mountain**

Forest Service is responsible for completing sale preparation activities to determine quantities. Contractor shall provide a fixed price per Item based on the estimated quantity shown. Awarded Firm-Fixed unit prices prevail and WILL NOT be renegotiated or changed in future modifications to adjust quantities once known.

*Total quantities are unknown and are solicited as estimated gross quantities. Net needed quantities will be determined once the Forest Service has completed sale preparation activities.

- *Forest Service conducted timber cruise will determine complexity level for item 36b (i, ii, iii) as Cut Skid and Deck Biomass (Grn Bio / Cull Logs) ccf/acre is unknown prior. "Step Ladder" pricing is used to enable the Government to establish Firm-Fixed Pricing at time of award for items based on differing complexity. Once the biomass and cull log ccf/per acre is determined, sub-item complexity will be executed through bi-lateral modification.*

** Gross sawtimber volume is for evaluation purposes. Final commercial timber acres may be less than the estimated amount. The estimated gross tons of sawtimber for Item 36a was calculated assuming 5.0 MBF/acre. Once final timber cruise volumes are established, the Forest Service will conduct an independent timber appraisal using the R5 TEA appraisal system following the Forest Service Handbook direction, to determine Minimum Acceptable Offer timber rate. There shall be mutual agreement between both parties to modify gross tons of sawtimber and set the contract timber rate with a bi-lateral modification to execute Optional Work Items. If an agreement of the appraised Minimum Acceptable Offer timber rate cannot be made within 14 business days from the date the appraised timber rate is shared, Marble Mountain Cutting Units, optional service work, and road maintenance will not be executed, and a bi-lateral modification will not occur.

Timber Subject to Agreement (TSA) associated with Marble Mountain is not required and if contractor is interested in removing TSA product, describe the desire to remove in Technical Proposal. Removal will not be included as a work item and will be at the contractor's expense. Tons of removal can be negotiated at time of execution of Optional Item 36.

***Contractors shall provide a Total Value Bid Premium for sawtimber ≥ $0.00 (*enter in Timber/Product Removal Price Schedule (Marble Mountain) – Row 2*). The Total Value Bid Premium will be added to the final Contract Timber Value determined by the FS timber appraisal. To reduce risk to both parties due to over/under-run of volume, cruising standards will use a maximum allowed error of 20% for sawtimber; and

Timber products will be scaled due to the use of Designation by Prescription. If the final appraised Timber Rate for Sawtimber is between $0.01/ton and $6.00/ton, Total Value Bid Premiums shall be binding and applied in full on top of the Contract Timber Value. If appraised timber rate is greater than $6.00/ton Bid Premiums shall not apply.

Bid Premium greater than $0.00/ton is not required to be considered for award; however, bid premiums will be evaluated to determine Best Value to the government. Bid Premiums increase the Contract Total Timber Value, which may allow for additional service work to be completed.

Forest Service shall establish timber bid rates for each product in the contract by multiplying each product's minimum acceptable bid rate by the bid increase percentage. Such rates will be rounded to the nearest cent.

The bid increase percentage is the offeror's Total Timber Value Bid Rate divided by the Minimum Acceptable Total Timber Value.

Note 4: A bid guarantee is required in an amount equal to 20% of the total price offered for the Construction Items only. BID BONDS MUST BE PROVIDED WITH THE INITIAL OFFER. See FAR 52.228-1 Bid Guarantee (SEP 1996).

There is no longer an estimated price magnitude for construction provided in the FAR.

Payment and performance bonds are required for construction projects greater than $150,000 and shall be provided within 10 business days of award for construction (construction items 3 through 35 and associated subitems). Bonds shall be 100% of the total value of the road reconstruction items (see FAR 52.228-15 Performance and Payment Bonds -- (JUN 2020). Bonding costs shall be included in the prices quoted for Mobilization. No separate payment for bond premiums shall be made.

Construction wage rate requirements (Davis-Bacon wage determination) applies to all construction (road reconstruction) work items.

A site visit was held October 23, 2025 to view the project areas and discuss the end results of the project, and to facilitate dialogue on contractual requirements that are anticipated in the contract, and discuss or consider any operational limitations foreseen by attendees.The meeting took place at 9:00 a.m. PST at the Mi-Wok Ranger District, 24695 Highway 108, Mi-Wuk Village CA 95346.

PERIOD OF PERFORMANCE IS FROM DATE OF AWARD THROUGH MAY 30, 2031.

2. LAND MANAGEMENT ACTIVITIES.

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

Performance of land management activities shall be in accordance with Project Description and Work Specifications. Payment for Land Management Work Activities in **Schedule of Items** will be made in 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.

3. FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2025)

a) *Definitions*. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *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.

(c) *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.

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

(e) *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 FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(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. Examples of occurrences include 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. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(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) *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.

(4) *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.

(5) *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 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 for interest credits prescribed in FAR part 32 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 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. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. 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) *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; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *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 Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) *Unauthorized obligations*.

(1) Except as stated in paragraph (s)(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 (s)(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.

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(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 part 4, longer period required by statute, or periods specified in 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 clause 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.

(u) *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.

(End of clause)

FAR 52.212-4 Terms and Conditions—Commercial Products and Commercial Services (Nov 2025)

This is a commercial construction acquisition that applies to construction items 3 through 35 and associated subitems. FAR 52.212-4 is amended as follows:

(b) *Inspection/Acceptance*. Inspection and Acceptance will be conducted in accordance with FAR 52.246-12, Inspection of Construction (Aug 1996).

(d) *Changes*. Changes will be handled in accordance with the following FAR clause(s): FAR 52.243-4, Changes (Nov 2025).

ADDENDUM TO FAR 52.212-4

4. SCOPE OF CONTRACT

(a) Description of Work- The objectives of this project are to increase forest health and vigor, diminish tree competition and mortality, and reduce hazardous fuels to reduce the threat of catastrophic wildfire by accomplishing the following:

1. Thin mixed conifer stands.
2. Remove included sawtimber and non-saw from the Contract Area.
3. Abate and remove hazardous standing fuels along haul roads.
4. Masticate brush, saplings, and downed woody material.
5. Reconstruct roads to chip van or log truck standards.

(b) Resulting Contract – Any resultant contract will be a firm fixed price commercial services contract with requirements for timber.

(c) Project Location- Bumblebee is a 2,796-acre project located directly north and adjacent to the community of Strawberry and directly east and adjacent to Highway 108. It is access via 4N12 and Leland Meadow Rd. Legal description is T4N R18E Sec 1-4, 8-11, 15-17; T5N R18E Sec 33-35; MDBM. Marble Mountain is a 4,644-acres project located two air-miles south of the community of Long Barn. It is access via 3N01. Legal description is T2N R17E Sec 3-9 &16-18; T3N R17E Sec 33-34; MDBM.

5. ADMINSTRATIVE CHANGES

Notwithstanding 52.212-4 (d), the Government reserves the right to issue unilateral modifications to this contract, provided that such modifications do not affect the contract's cost, delivery schedule, or scope of work. Examples of permissible unilateral modifications include, but are not limited to, administrative changes, changes to paying office information, corrections of typographical errors, and updates to points of contact. Such unilateral modifications shall be effective upon issuance by the Contracting Officer and shall not require contractor concurrence.

6. SPECIFICATIONS

General specifications for each Contract Activity individually described by an item number in the Schedule of Service Items can be found in Appendix A. Specifications for timber removal can be found in Appendix B and associated road plans and specifications in Appendix C for Stewardship related projects. Incidental construction or reconstruction specified road work plans, drawings, exhibits, and specifications can be found in Appendix D.

7. 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.

8. ACCEPTANCE

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

9. GOVERNMENT QUALITY ASSURANCE SURVEILLANCE PLAN

Quality assurance plans specific to individual items will be found in Appendix A.

10. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

The Contractor shall be required to (a) commence work under this contract within **10 calendar days** after receipt of Notice to Proceed for specified work items, (b) prosecute the work diligently, and (c) complete all work no later than **May 30, 2031**. The time stated for completion shall include final cleanup of the premises.

11. PERIOD OF PERFORMANCE

The period of performance of this contract is from **date of award** through **May 30, 2031**.

12. CONTRACT OPERATIONS SCHEDULE

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

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

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

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

Timeframe	Restriction Description
After Jan 1st 2027	Unless otherwise agreed, roadwork in the Marble Mountain area may not commence until after Jan 1st 2027.
March 1 – August 31	Unless otherwise agreed, No Contractor Operation (with the exception of road maintenance, road reconstruction, dust abatement & the hauling of products) will be permitted within areas shown as CA-3 on the Contract Area Map between March 1 and August 31 of any year.
February 15 – September 15	Unless otherwise agreed, No Contractor Operation (with the exception of road maintenance, road reconstruction, dust abatement & the hauling of products) will be permitted within areas shown as CA-4 on the Contract Area Map between February 15 and September 15 of any year.
6:00 pm – 8:00 am	No Contractor Operation between the hours of 6:00 pm – 8:00 am within ¼ mile of residences shown on Contract Area Map.

13. SCHEDULES AND REPORTS

Contractor shall provide the following submittals as stated below unless otherwise mutually agreed upon. The Contractor shall update all submittals as needed, or as required by the CO, but in no case less than once per calendar year on a date specified by the Contracting Officer:

ITEM DESCRIPTION	SUBMITTAL DUE
Proposed Operation Plan (Overall Schedule): The Contractor shall prepare and submit one electronic copy of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the estimated starting and completion dates of various phases of the work. The schedule shall comply with the contract time requirements in the contract.	With proposal for Mandatory Work and 30 days after optional work items are exercised
Schedule for Construction Items: The Contractor shall comply with the requirements of FAR 52.236-15 – Schedules for Construction Contracts.	At prework meeting
Subcontractors: List of proposed subcontractors and their intended work. Sub-contractors must have Contracting Officer's written approval prior to starting work on the project. Submit on Standard Form 1413 at prework at prework meeting.	With proposal
Traffic Control Plan. The Contractor shall prepare and submit a Traffic Control Plan detailing conformance with OSHA requirements, MUTCD requirements, and all other contract requirements, including, but not limited to the requirements included in the Appendices, if any.	At prework meeting
Safety Plan. The Contractor shall comply with the requirements of the solicitation's safety clause for all activities under this contract.	With proposal
Quality Control Plan. Submit original with proposal. Any updates need to be provided for approval to the CO.	With proposal
Designation of Contractor personnel describing responsibilities and authorities	At prework meeting
Annual Operating Plan. Contractor shall submit an annual plan listing units, roads and other information required in Appendix B.	Beginning of every operating season annually
Fire Control Plan. Contractor shall submit plan in accordance with Fire Precautions and Control requirements.	At prework meetings
Soil Erosion and Water Pollution Control Plan. The Contractor shall prepare and submit an Erosion Control Plan detailing permanent and temporary control measures to minimize erosion and sedimentation during and after contract performance. Plan shall conform to all contract requirements, including but not limited to #31 "Erosion Prevention and Control", and the requirements in the Appendices, if any.	At prework meetings
Aggregate Gradation and Quality. Test results certifying material meet specifications. Shall be turned into COR a minimum of 7 days before placement for review and approval.	Before Placement
Operator Identification Number from the County Agricultural Commissioner or Pest Control Business License	At prework meetings
Equipment Load Limitations List	At prework meetings

All schedules and reports shall be submitted to the Contracting Officer, unless the Contracting Officer directs the Contractor to submit any schedules or reports directly to the Contracting Officer's Representative.

14. STEWARDSHIP CREDITS

Stewardship Credits are credits that are earned and established when work listed in the Schedule of Items has been performed and accepted. Stewardship credits may be cash or non-monetary (product value) and shall be earned at the rate as shown in award documents. Earned non-monetary credits may be used to pay for timber value included in the Schedule of Items. Unless otherwise indicated in the Schedules, credits will be earned based upon Actual Quantities accomplished and accepted.

15. ESTABLISHMENT OF STEWARDSHIP CREDITS

Notwithstanding references to payments in "Payment" clauses or provisions of this contract, payment for Stewardship Activities will be made with Stewardship Credits as indicated in the award document.

Stewardship Credits will be established on a monthly basis as work is accepted. Stewardship credits will be established for the number of units of each activity that have been completed and accepted. Acceptance may be for all, or a reasonable portion of, any specific activity.

Invoices to establish cash credits (cash payment) are to be submitted electronically via the Invoice Processing Platform (IPP).

Invoices to establish non-monetary credit are to be submitted to the Contracting Officer Representative (COR) identified on award documents. These credits will be used to off-set the amount required to be paid for the forest products value when earned prior to the cutting of Included Timber.

16. 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 the payment methods provisions in Appendix A. 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. Payment terms for funded (cash credits) stewardship work will be 14 days from invoice approval.

17. TIMBER PAYMENT GUARANTEE

(1) General—(a) To guarantee payment for timber scheduled for removal under the IRSC, Contractor may earn Stewardship Credits in advance of removal or provide a Timber Payment Guarantee in the form of an acceptable surety payment bond, cash payment, or a deposit in a Federal Depository negotiable securities of the United States.

(b) Any earned Stewardship Credits and alternate Timber Payment Guarantee together will maintain a minimum unobligated balance equal to the applicable charges for timber the Forest Service estimates will be cut in 60 calendar days plus the value of any outstanding charges, or equal to the total value of the timber that has not been paid for.

(c) Securities shall be deposited through the Contracting Officer accompanied by a power of attorney and agreement authorizing the bond-approving officer to sell or collect such securities if payment is not made within 15 days of billing by Forest Service. The penal sum of such surety bond or the market value at time of deposit of such negotiable securities shall be the maximum amount of the payment guaranteed.

(2) A Timber Payment Guarantee for a single contract shall be provided utilizing FS Form 6500-12.

(3) Blanket Surety Bond—(a) Contractor may furnish an acceptable bond, or deposits securities, to guarantee payment for timber from multiple contracts. Contractor shall not start cutting hereunder until this contract receives an allocation that will meet the obligation for payment guarantee.

(b) The amount of such bond or deposited securities shall be allocated to such contracts by the Forest Service. The Contractor will provide the contact information for the Forest Service representative administering the Blanket Surety Bond.

(c) When there is to be no timber cutting hereunder for 30 days or more and payment of current charges has been made, the allocation to this contract shall be reallocated to other contracts at Contractor's request.

(d) A Timber Payment Guarantee for multiple contracts (Blanket Guarantee) shall be provided utilizing FS Form 6500-12a.

(4) Letters of Credit for Payment Bond—Contractor may use letters of credit in lieu of a surety bond for payment bond purposes when approved by Contracting Officer.

18. EXCESS STEWARDSHIP CREDITS

In the event there are excess (unused) established Stewardship Credits when all of the included timber has been cut and removed the Forest Service, at its option, shall either add more timber or make cash payment for the unused credits.

19. EXCESS TIMBER VALUE

In the event the value of the included timber exceeds the total value of all of the mandatory activities plus the ordered Optional activities, the Contractor shall make cash payment for the excess timber value.

20. REFUND OF EXCESS CASH

If at any time the credit balance of the Integrated Resource Statement of Account exceeds the charges for timber removed to date and for timber that the Forest Service estimates will be cut within the next 60 calendar days, any portion of such excess from cash in the account shall be refunded if requested by Contractor. If no cutting is planned within the next 60 calendar days, refund of the entire unencumbered cash balance may be made. After a refund, deposits shall be made to meet the requirements of the clause entitled, "TIMBER PAYMENT GUARANTEE" before additional timber may be cut.

21. FOREST PRODUCT APPRAISAL METHODOLGY

Minimum acceptable offer rates for Timber and Product removal were determined using standard Forest Service appraisal methodologies, specifically the Region 5 regional appraisal system. Specific cruise volumes and cost centers including Project Acres, Skid Cost, CCF/acre, Cf/tree, Road Maintenance Costs, Slash Costs, Temporary Road Costs and Haul Costs were used to determine rates for the Bumblebee Project Area. For Marble Mountain Project Area, the contract rates for Timber and Product removal will be determined using the same methodology as Bumblebee Treatment Area except for the use of specific cruise volumes determined by the Forest Service once Sale Preparation activities have been completed. The final forest product appraisals will not be shared.

22. TIMBER PRODUCT VOLUME ESTIMATION

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

23. FINAL PAYMENT - RELEASE OF CLAIMS

The Government shall pay the full 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.

24. POST AWARD CONFERENCE

A post award conference with the successful quoter is required. It will be scheduled within **10** days after the date of contract award. The conference will be held at Stanislaus National Forest Headquarters with an option to join on Microsoft Teams.

25. PHYSICAL DATA

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.

26. USE OF PREMISES

(a) Before any camp, quarry, borrow pit, storage, detour, or bypass site, other than shown on 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. Such permission, if granted, will be without charge to the Contractor.

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.

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 their 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.

27. KEY PERSONNEL

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

Overall Project Manager
Logging Supervisor

Road Reconstruction/Maintenance Supervisor
Fuels Treatment Supervisor (for non-commercial activities)

Individual Sub-Managers – Individuals supervising individual sub-contracts for work items not covered by personnel noted previously herein.

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

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

Key Personnel- Representatives:

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

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

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

(a) Receive notice in regard to performance under this contract,

(b) Take action in relation to this contract, and

(c) Be readily available to the area of work activities and logging operations.

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

28. 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 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.

29. 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
Locations only identified on ground	Unless otherwise agreed, no Contractor ground disturbance activities will be permitted within areas flagged with orange/white and blue/black candy-striped flagging and/or "Area Controlled" signs. Piles must be at least 20 feet outside the flag line. Any Contractor Operation (including the removal of products) within cultural management boundaries will require compliance with Section 106 of the National Historic Preservation Act of 1996.
CA-3	Unless otherwise agreed, No Contractor Operation (with the exception of road maintenance, road reconstruction, dust abatement & the hauling of products) will be permitted within areas shown on the Contract Area Map between March 1 and August 31, of any year. Special control measures for the protection of wildlife resources are a limitation of operating period as listed under Special Provision C6.315#.
CA-4	Unless otherwise agreed, No Contractor Operation (with the exception of road maintenance, road reconstruction, dust abatement & the hauling of products) will be permitted within areas shown on the Contract Area Map between February 15 and September 15, of any year. Special control measures for the protection of wildlife resources are a limitation of operating period as listed under Special Provision C6.315#.
CA-5	Unless otherwise agreed, no Contractor operations are permitted within sensitive plant areas flagged in orange & black candy-striped flagging or shown on the Contract Area Map. Any slash or debris resulting from timber harvest occurring within flagged perimeters is to be removed manually by Contractor.
CA-6	Unless otherwise agreed, no tree felling operations permitted in areas shown on the Contract Area Map or in locations flagged in yellow with red polka-dot flagging
Lava Cap	Unless otherwise agreed, no Contractor operations are permitted on lava cap areas shown on the Contract Area Map.

30. 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 here under 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.

31. 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 (Benchmarks), 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. The contractor’s agent shall record such surveys in accordance with state survey statutes.

32. PROTECTION OF IMPROVEMENTS

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

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

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

PROTECTED IMPROVEMENTS		
IMPROVEMENT	**DESCRIPTION**	**LOCATION**
Roads	All Roads (including associated features)	As identified on Contract Area Map
Transmission Line	Located throughout west side contract area	As identified on Contract Area Map
Gates	Located throughout contract area	As identified on Contract Area Map
Cattleguards	Located throughout contract area	As identified on Contract Area Map

Fences	In sections 3,9, and 10.	As identified on Contract Area Map

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

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

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

In the event of interruption to utility services because of accidental breakage or as a result of lines being exposed or unsupported, Contractor shall promptly notify the proper authority and shall cooperate withthat authority in the restoration of service until the serviceis restored.

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

33. PROTECTION OF PROPERTY

In construction and reconstruction of Roads, Contractor shall not unnecessarily remove, deface, injure, or destroy trees, shrubs, or other natural features, unless specifically authorized. To the extent practicable, Contractor shall confine operations to within the clearing limit or other areas designated in the contract and prevent the depositing of rocks, excavated materials, stumps, or other debris outside these limits.

Material that falls outside these limits shall be retrieved, disposed of, or incorporated in the work to the extent practicable and necessary to protect adjacent resource values, unless otherwise agreed.

34. PROTECTION OF RESIDUAL TREES

Contractor Operations shall not unnecessarily damage young growth or other trees to be reserved (see Appendix B.)

35. 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.

36. PREVENTION OF OIL SPILLS AND HAZARDOUS SUBSTANCES

If Contractor maintains storage facilities for oil or oil products on Contract Area, Contractor shall take appropriate preventive measures to ensure that any harmful discharge of such oil or oil products does not enter into or upon any navigable waters, adjoining shorelines, or other waters of the United States, as prescribed in 40 CFR 110. As soon as Contractor has knowledge that measures, as described in Sanitation and Servicing fail to prevent a discharge into or upon navigable waters or adjoining shorelines of the United States, Contractor shall notify the Contract Officer or Contract Officer Representative, the National Response Center and any other appropriate State agencies. In accordance with 40 CFR 110.6, all harmful discharges that occur as a direct or indirect result of Contractor's

operations, regardless of whether such discharges are caused by Contractor's employees, agents, Subcontractors, or their employees or agents, directly or indirectly, as a result of Contractor's Operations must be reported.

Harmful discharges of oil are those that violate applicable State water quality standards, cause a film or sheen on the water's surface, or leave sludge or emulsion beneath the surface of the water or adjoining shorelines regardless of the amount of material discharged (40 CFR 110.3). As such reporting is not triggered by the amount of the discharge but by the presence of the criteria prescribed in 40 CFR 110.3. Harmful discharges meeting the criteria in 40 CFR 110 must be reported by Contractor. Contractor shall take whatever initial action may be safely accomplished to control all reportable discharges. Appropriate actions include but are not limited to containment, sorbents or dispersants as needed or as prescribed by the Spill Prevention Control and Countermeasures Plan pursuant to 40 CFR 112. Contractor shall prepare a Spill Prevention Control and Countermeasures (SPCC) Plan pursuant to EPA requirements as stated in 40 CFR 112 when the following conditions are met:

(a) Contractor maintains above ground storage facilities, including mobile storage, for oil or oil products on the Contract Area and the total storage capacity for these products exceeds 1,320 gallons in either a single container of greater than 1,320 gallons, or in multiple containers of 55 gallons or greater, and

(b) there is a reasonable expectation that a harmful discharge could reach navigable waters of the United States, adjoining shorelines or other waters as prescribed in 40 CFR 112.

Reasonable expectation for a discharge reaching navigable waters is based on the location of the storage facility to streams, ditches, gullies, or permanent water bodies that could be impacted as well as drainage patterns, soil conditions, precipitation runoff and the volume of material potentially spilled. The SPCC Plan shall outline measures which will prevent discharges from reaching navigable waters, adjoining shorelines, or other waters of the United States. According to §112.1(d)(1)(i), the determination of reasonable expectation for a harmful discharge must be based solely upon consideration of the geographical and locational aspects of the facility. If a Contractor makes a determination that, due to the location, the facility cannot reasonably be expected to discharge oil as described in §112.1(b), Contractor should be prepared to provide the rationale and any supporting documentation, if requested by the Contracting Officer, that explains why the facility does not have an SPCC Plan.

Contractor shall notify the National Response Center and Contracting Officer of all releases of reportable quantities of hazardous substances on or in the vicinity of Contract Area that are caused by Contractor's employees, agents, Subcontractors or their employees or agents, directly or indirectly, as a result of Contractor's Operations, in accordance with 40 CFR 302.

The Contractor will take whatever initial action may be safely accomplished to contain all spills.

37. 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. 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.

(7) In cheatgrass units listed on the Contract Area Map, clean equipment so that it is free of soil, seeds, vegetative matter or other debris prior to being moved from infested units to un-infested units.

(8) In areas flagged with orange "Noxious Weed" flagging or shown as "N1" on the Contract Area Map, clean equipment so that it is free of soil, seeds, vegetative matter upon leaving the infestation boundary, prior to working in any area not infested with the same species, or any uninfested areas. Unless otherwise agreed, treat in un-infested areas prior to infested areas.

(9) Unless otherwise agreed, no ground disturbing activities are permitted within areas shown as "N2" on the Contract Area Map and flagged with orange "Noxious Weed" flagging.

38. 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 full suspension. Resulting logging slash shall be removed where necessary to protect cover, soil, and water.

39. 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.

40. 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
Ephemeral	Skidding equipment & Burn piles – 25 foot exclusion zone. Mechanized harvesting equipment and masticators – 15 foot exclusion zone. New landings – 50 foot exclusion zone.
Perennial & Intermittent	Skidding equipment & Burn piles – 50 foot exclusion zone. Mechanized harvesting equipment and masticators – 15 foot exclusion zone. New landings – 100 foot exclusion zone.

41. 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.

42. ROAD MAINTENANCE

Contractors shall maintain roads, commensurate with Contractor's use, in accordance with Road Maintenance Requirements and the Road Maintenance Specifications in Appendix C. 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 the 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. The 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 the 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.

43. USE BY OTHERS

Forest Service shall have the right to use any road constructed by Contractor under this contract for 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, the 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 roads without material additional interference from other users.

44. 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 incidental to and included in the payment for items shown.

45. SAFETY

Contractor's Operations shall facilitate the 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 the 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 unless required with technical proposals.

46. CONTRACTOR PERFORMANCE SYSTEM REGISTRATION

General. This contract is subject to Federal Acquisition Regulations (FAR), Agriculture Acquisition Regulations (AGAR), and the USDA Acquisition Manual (AGAM) 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/

47. 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/. Payment vouchers submitted in IPP must be accompanied by an invoice that includes the information required by 5 CFR 1315.9

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

(a) *Contractor's Responsibility for Responding to Emergencies*. When directed by the contracting officer, the Contractor shall allow the Government to temporarily use employees and equipment from the work site for emergency work (anticipated to be restricted to firefighting). This is considered to be within the general scope of

the contract. An equitable adjustment for the temporary use of employees and equipment will be made under the Contract Terms and Conditions—Commercial Products and Commercial Services Changes clause, FAR 52.212-4 (d).

(b) *Contractor's Responsibility for Fire Fighting*. The Contractor, under the provisions of FAR 52.236-9, Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements, shall immediately extinguish all fires on the work site other than those fires in use as a part of the work. The Contractor may be held liable for all damages and for all costs incurred by the Government for labor, subsistence, equipment, supplies, and transportation deemed necessary to control or suppress a fire set or caused by the Contractor or the Contractor's agents, subcontractors, or employees subject to the fire classifications listed in subsection (c).

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

(1) *Operations Fire*. An "operations fire" is a fire caused by the Contractor's operations other than a negligent fire. The Contractor agrees to reimburse the Forest Service for such cost for each operations fire, subject to a maximum dollar amount of **$20,900**. The cost of the Contractor's actions, supplies, and equipment expended or used on suppressing any such fire, or otherwise provided at the request of Forest Service, shall be credited toward such maximum. If the Contractor's actual cost exceeds the contractor's maximum obligation stated above, the Forest Service shall reimburse the contractor for the excess.

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

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

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

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

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

(End of Clause)

48.1 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 December 1** 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

1. SCOPE:

The provisions set forth below outline the responsibility for fire prevention and suppression activities and establish a suppression plan for fires within the contract area. The contract area is delineated by map in the contract. The provisions set forth below also specify conditions under which contract activities will be curtailed or shut down.

Responsibilities:

A. Contractor

1. Shall abide by the requirements of this Fire Plan.
2. Shall take all steps necessary to prevent his/her employees, subcontractors and their employees from setting fires not required in completion of the contract, shall be responsible for preventing the escape of fires set directly or indirectly as a result of contract operations, and shall extinguish all such fires which may escape.
3. Shall permit and assist in periodic testing and inspection of required fire equipment. Contractor shall certify compliance with specific fire precautionary measures in the fire plan, before beginning operations during Fire Precautionary Period and shall update such

certification when operations change.

4. Shall designate in the Fire Plan and furnish on Contract Area, during operating hours, a qualified fire supervisor authorized to act on behalf of Contractor in fire prevention and suppression matters.

B. Forest Service

The Forest Service may conduct one or more inspections for compliance with the Fire Plan. The number, timing, and scope of such inspections will be at the discretion of agency employees responsible for contract administration. Such inspections do not relieve the Contractor of responsibility for correcting violations of the fire plan or for fire safety in general, as outlined in paragraph A above.

2. <u>DEFINITIONS:</u> The following definitions shall apply:

Active Landing: A location the contractor may be skidding logs into, or performing other operations such as delimbing, log manufacturing, and chipping logs. Except for EV and E days, loading logs or stockpiling chips only, on a cleared landing, does not constitute an Active Landing.

Hot Saw: A harvesting system that employs a high-speed (1100 rpm) rotating felling head, i.e., full rotation lateral tilt head.

Mechanical Operations: The process of felling, skidding, chipping, shredding, masticating, piling, log processing and/or yarding which requires the use of motorized power which includes, chainsaws, chippers, motorized carriages, masticators, stroke delimbers, skidders , dozers etc.

3. <u>TOOLS AND EQUIPMENT:</u>

The Contractor shall comply with the following requirements during the fire precautionary period, as defined by unit administering contracts:

The Fire Precautionary Period is set by the State of California which is April 1 through December 1 of any year.

- **This contract <u>requires</u> a Fire Box and associated Fire Tools according to CPRC Section 4428.**

A. **<u>Fire Tools and Equipment</u>**: Contractor shall meet minimum requirements of Section 4428 of the California Public Resources Code (C.P.R.C.). Fire tools kept at each operating landing shall be sufficient to equip all employees in the felling, yarding, loading, chipping, and material processing operations associated with each landing. Fire equipment shall include two tractor headlights for each tractor dozer used in Contractor's Operations. Tractor headlights shall be attachable to each tractor and served by an adequate power source. All required fire tools shall be maintained in suitable and serviceable condition for fire fighting purposes.

Trucks, tractors, skidders, pickups and other similar mobile equipment shall be equipped with and carry at all times a size 0 or larger shovel with an overall length of not less than 46 inches and a 2- 1/2 pound axe or larger with an overall length of not less than 28 inches.

Where cable yarding is used, Contractor shall provide a size 0 or larger shovel with an overall length of not less than 46 inches and a filled backpack can (4 or 5 gallon) with hand pump within 25 feet of each tail and corner block.

B. **Fire Extinguishers**: Contractor shall equip each internal combustion yarder, fuel truck, and loader with a fire extinguisher for oil and grease fires (4-A:60-B:C).

Skidders and tractors shall be equipped with a minimum 5-BC fire extinguisher.

All Fire Extinguishers shall be mounted, readily accessible, properly maintained and fully charged.

Contractor shall equip each mechanized harvesting machine with hydraulic systems, powered by an internal combustion engine (chipper, feller/buncher, harvester, forwarder, hot saws, stroke delimber, etc), except tractors and skidders, with at least two 4-A:60-B:C fire extinguishers or equivalent.

C. **Spark Arresters and Mufflers:** Contractor shall equip each operating tractor and any other internal combustion engine with a spark arrester, except for motor vehicles equipped with a maintained muffler as defined in C.P.R.C. Section 4442 or tractors with exhaust-operated turbochargers. Spark Arresters shall be a model tested and approved under Forest Service Standard 5100-1a as shown in the. National Wildlife Coordinating Group Spark Arrester Guide, Volumes 1 and 2, and shall be maintained in good operating condition. Every motor vehicle subject to registration shall at all times be equipped with an adequate exhaust system meeting the requirements of the California Vehicle Code.

D. **Power Saws:** Each power saw shall be equipped with a spark arrester approved according to C.P.R.C. Section 4442 or 4443 and shall be maintained in effective working order. An Underwriters Laboratories (UL) approved fire extinguisher containing a minimum 14 ounces of fire retardant shall be kept with each operating power saw. In addition, a size 0 or larger shovel with an overall length of not less than 38 inches shall be kept with each gas can but not more than 300 feet from each power saw when used off cleared landing areas.

- **This contract requires Section 7.3.E of the Fire Plan.**

E. **Tank Truck or Trailer:** Contractor shall provide a **water tank truck or trailer** on or in proximity to Contract Area during Contractor's Operations hereunder during Fire Precautionary Period. When Project Activity Level B or higher is in effect, a tank truck or trailer shall be on or immediately adjacent to each active landing, unless otherwise excepted when Hot Saws or Masticators are being used. See H.28.4, Emergency Fire Precautions, for specific contract requirements.

The tank shall contain at least 300 gallons of water available for fire suppression. Ample power and hitch shall be readily available for promptly and safely moving tank over roads serving Contract Area. Tank truck or trailer shall be equipped with the following:

1. Pump, which at sea level, can deliver 23 gallons per minute at 175 pounds per square inch measured at the pump outlet. Pumps shall be tested on Contract Area using a 5/16 inch orifice in the Forester One Inch In-Line Gauge test kit. Pump shall meet or exceed the pressure value in the following table for nearest temperature and elevation:

Temp	Sea Level		1000 Feet		2000 Feet		3000 Feet		4000 Feet		5000 Feet		6000 Feet		7000 Feet		8000 Feet		9000 Feet		10000 Feet	
55	179	23	174	23	169	23	165	22	161	22	157	22	153	22	150	21	146	21	142	21	139	21
70	175	23	171	23	166	22	162	22	158	22	154	22	150	21	147	21	143	21	139	21	136	20
85	171	23	168	23	163	22	159	22	155	22	151	21	147	21	144	21	140	21	136	20	133	20
100	168	23	164	23	159	22	155	22	152	22	148	21	144	21	141	21	137	20	133	20	131	20
	PSI	GPM	PSI	GPM	PSI	GPM	PSI	GPM	PSI	GPM	PSI	GPM	PSI	GPM	PSI	GPM	PSI	GPM	PSI	GPM	PSI	GPM

The pump outlet shall be equipped with 1-1/2 inch National Standard Fire Hose thread. A bypass or pressure relief valve shall be provided for other than centrifugal pumps.

2. 300 feet of 3/4-inch inside diameter rubber-covered high-pressure hose mounted on live reel attached to pump with no segments longer than approximately 50 feet, when measured to the extreme ends of the couplings. Hose shall have reusable compression wedge type 1-inch brass or lightweight couplings (aluminum or plastic). One end of hose shall be equipped with a coupling female section and the other end with a coupling male section. The hose shall, with the nozzle closed, be capable of withstanding 200 PSI pump pressure without leaking, distortions, slipping of couplings, or other failures.
3. A shut-off combination nozzle that meets the following minimum performance standards when measured at 100 P.S.I. at the nozzle:

	G.P.M.	Horizontal Range
Straight Stream	10	38 feet
Fog Spray	6 - 20	N/A

4. Sufficient fuel to run the pump at least 2 hours and necessary service accessories to facilitate efficient operation of the pump.

When Contractor is using Hot Saws or Masticators, an additional 250 feet of light weight hose, approved by the Forest Service, shall be immediately available for use and be capable of connecting to the 300 feet of hose and appurtenances in (2) and (3) above.

This equipment and accessories shall be deliverable to a fire in the area of operations and is subject to the requirements for each specific activity level identified in 8. Emergency Fire Precautions.

F. **Compressed Air Foam System:** A Compressed Air Foam System (CAFS) is a fire suppression system where compressed air is added to water and a foaming agent. By agreement, Contractor may substitute a CAFS or functional equivalent in lieu of the tank truck, trailer or fire extinguishers, provided it meets or exceeds the following specifications and requirements:

1. Variable foam expansion ratio – 10:1 to 20:1.

2. Units shall be kept fully charged with air; water and foam concentrate as recommended by the manufacturer and have the appropriate tools to service the system.
3. The unit shall contain enough energy to empty tank and clear hose prior to exhausting propellent.
4. The unit shall be capable of being completely recharged within 10 minutes.
5. When used on cable yarding landings, the unit shall be outfitted for immediate attachment to carriage and transported without damage to the unit.

Fire extinguishers required for Hot Saws, Masticators and similar equipment identified in Section 3.B above may be substituted with a 3-gallon CAFS.

Tank truck, trailer or equivalent may be substituted with a 30 Gallon CAFS with at least 550 feet of one inch hose and an adjustable nozzle with enough water, air and foam concentrate for at least one recharge.

This equipment and accessories shall also be deliverable to a fire in the area of operations and subject to the requirements for each specific activity level identified in 8. Emergency Fire Precautions.

4. <u>GENERAL:</u>

A. **State Law**: In addition to the requirements in this Fire Plan, the Contractor shall comply with all applicable laws of the State of California. In particular, see California Public Resource Codes.

B. **Permits Required**: The Contractor must secure a special written permit from the District Ranger or designated representative before burning, welding or cutting metal or starting any warming fires. If contract requires Blasting and Storing of Explosives and Detonators, an Explosives Permit may be required pursuant to the California Health and Safety Code, Section 12101.

C. **Blasting**: Contractor shall use electric caps only unless otherwise agreed in writing. When blasting is necessary in slash areas, a Fire Patrolperson equipped with a size 0 or larger shovel with an overall length of not less than 46 inches and a filled backpack can (4 or 5 gallon) with hand pump shall remain in the immediate area for an hour after blasting has been completed.

D. **Smoking**: Smoking shall not be permitted during fire season, except in a barren area or in an area cleared to mineral soil at least three feet in diameter. In areas closed to smoking, the CO may approve special areas to be used for smoking. The Contractor shall sign designated smoking areas. Contractor shall post signs regarding smoking and fire rules in conspicuous places for all employees to see. Contractor's supervisory personnel shall require compliance with these rules. Under no circumstances shall smoking be permitted during fire season while employees are operating light or heavy equipment or walking or working in grass and woodlands.

E. **Storage and Parking Areas**. Equipment service areas, parking areas, and gas and oil storage areas shall be cleared of all flammable material for a radius of at least 10 feet unless otherwise specified by local administrative unit. Small mobile or stationary internal combustion engine sites shall be cleared of flammable material for a slope distance of at least 10 feet from such engine. The COR shall approve such sites in writing.

F. **Reporting Fires**: As soon as feasible but no later than 15 minutes after initial discovery, Contractor shall notify Forest Service of any fires on Contract Area or along roads used by Contractor. Contractor's employees shall report all fires as soon as possible to any of the following Forest Service facilities and/or personnel listed below, but not necessarily in the order

shown:

	Name	Office Address	Office telephone
Dispatch Center	**STF Dispatch**	**19777 Greenly Rd, Sonora**	**209-532-3786**
Nearest FS Station	Summit RD	1 Pinecrest Rd, Pinecrest	209-965-3434
COR	Amy Collins	24695 Hwy 108, Mi-Wuk Village	209-264-8332
District Ranger	Andrew Welsh	1 Pinecrest Rd, Pinecrest	209-916-5956

When reporting a fire, provide the following information:

- Your Name
- Call back telephone number
- Project Name
- Location: Legal description (Township, Range, Section); and Descriptive location (Reference point)
- Fire Information: Including Acres, Rate of Spread and Wind Conditions.
- **This contract <u>requires</u> Section 7.4.G of the Fire Plan.**

G. **Communications**: Contractor shall furnish a serviceable telephone, radio-telephone or radio system connecting each operating side with Contractor's headquarters. When such headquarters is at a location which makes communication to it clearly impractical, Forest Service may accept a reasonable alternative location. The communication system shall provide prompt and reliable communications between Contractor's headquarters (or agreed to alternative) and Forest Service via commercial or Forest Service telephone.

- **This contract <u>requires</u> Section 7.4.H of the Fire Plan.**

H. **Fire Patrolperson**: Contractor shall furnish a qualified fire patrolperson each operating day when Project Activity Level C or higher is in effect. When on duty, sole responsibility of patrolperson shall be to patrol the operation for prevention and detection of fires, take suppression action where necessary and notify the Forest Service as required. This Fire patrol is required on foot, unless otherwise agreed. By agreement, one patrolperson may provide patrol on this and adjacent projects. No patrolperson shall be required on Specified Road construction jobs except during clearing operations unless otherwise specified.

The Contractor shall, prior to commencing work, furnish the following information relating to key personnel:

Title	Name	Telephone Number
Fire Supervisor		
Fire Patrolperson		

I. **Clearing of Fuels:** Contractor shall clear away, and keep clear, fuels and logging debris as follows:

Welding equipment and stationary log loaders, yarders and other equipment listed in California State Law:	10 feet slope radius

Tail or corner haulback blocks:	All running blocks shall be located in the center of an area cleared to mineral soil at least 15 feet in diameter.
Lines near, between or above blocks:	Sufficient clearing to prevent line from rubbing on snags, down logs and other dead woody material.

8. Emergency Fire Precautions

Contractor's Operations shall conform to the limitations or requirements in the Project Activity Level (PAL) table below. Project Activity Levels applicable to this project shall be the predicted activity levels for the Fire Danger Rating Area(s), or fire weather station(s) stated in the Contract Area Map Legend on Integrated Resource Service Contracts (IRSC's), and other contracts where applicable.

Fire Danger Rating Area/Fire Weather Station for Project
Bumblebee Area = Moderate
Marble Area = High-South

The Forest Service, in its sole discretion, may change the predicted activity level if the current fire suppression situation, weather and vegetation conditions warrant an adjustment. If practicable, Forest Service will determine the following day's activity level by 6:00 PM. Contractor shall obtain the predicted Project Activity Level from the appropriate Ranger District Office before starting work each day.

Phone Number or Website to obtain Predicted Activity Levels: 209-532-5601

Forest Service may change the Project Activity Level Table to other values upon revision of the National Fire Danger Rating System. When Contractor is notified, the revised Project Activity Levels will supersede the levels in the Project Activity Level Table below.

PROJECT ACTIVITY LEVEL

Level	***Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.***
A	Minimum requirements noted above in Sections 4 and 5.
B	1. Tank truck, trailer, or approved CAFS substitute shall be on or adjacent to the Active Landing.
C	1. When Hot Saws or Masticators are operating, a tank truck, trailer, or approved CAFS substitute shall be within ¼ mile of these operations. Effective communications shall exist between the operator and the Active Landing. 2. Immediately after Mechanical Operations cease, Fire patrol is required for two hours.
D	1. Immediately after Hot Saw or Masticator operations cease, Fire patrol is required for three hours. 2. No Dead Tree felling after 1:00 PM, except recently dead. 3 No burning, blasting, welding or cutting of metal after 1:00 PM, except by special permit.

Level	***Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.***
Ev	1. The following activities may operate all day: b) Loading and hauling logs decked at approved landings. b) Loading and hauling chips stockpiled at approved landings. b) Servicing equipment at approved sites. b) Dust abatement, road maintenance (Chainsaw use prohibited)**,** culvert installation within cleared area, chip sealing, paving, earth moving or rock aggregate stock pile loading and installation (does not include pit or quarry development). b) Chainsaw and log processing operations associated with loading logs or other forest products at approved landings. 2. Hot Saws or Masticators may operate until 1:00 PM; provided that: b) A tractor or other equipment with a blade capable of constructing fireline is on or adjacent to the active landing or within ¼ mile of the operating equipment. This piece of equipment shall have effective communication with the Hot Saw or Masticator. b) Any additional restrictions specified by the Forest. 3. All other conventional Mechanical Operations are permitted until 1:00 PM. 4. Some operations may be permitted after 1:00 PM, on a case-by-case basis, under the terms of a PAL Ev Variance Agreement. Activities for which a Variance may be issued are: • Rubber Tire Skidding • Chipping on Landings • Helicopter Yarding • Fire Salvage When approved by a Line Officer, a Variance Agreement can be implemented when the criteria specified in the agreement are met and mitigation measures are in place. This approval is good for ten (10) days unless cancelled sooner or extended by the Contracting Officer for an additional ten (10) days. Variance approval can be withdrawn at the sole discretion of the Forest Service. Variance approval is contingent on the 7-day fire weather forecast, fuel conditions, site characteristics, current fire situation, state of Contractor's equipment for prevention and suppression readiness, type of operation and social and community considerations etc. (See attached Project Activity Level Variance Agreement).
E	The following activities may operate all day: 1. Loading and hauling logs decked at approved landings. 2. Loading and hauling chips stockpiled at approved landings. 3. Servicing Equipment at approved sites. 4. Dust abatement, road maintenance (chainsaw use prohibited) or loading stock piles and rock aggregate installation (does not include pit or quarry development). 5. Chainsaw operation associated with loading at approved landings. All other activities are prohibited.

This Project utilizes "The Project Activity Level" (PAL), an industrial operation's fire precaution system. The following Climatology Chart indicates the Historic Activity Levels for the Project Fire Danger Rating Area or Fire Weather Station utilized on this Project. This is only a historical average of the Activity Levels for the identified Weather Station.

Project Activity Level Climatology

Station/SIG/Unit		**Pinecrest (Moderate)**			Years Analyzed		**2020-2024**	
	A	**B**	**C**	**D**	**Ev**	**E**	Days	
Month	Expected Days per Month at Each PAL Value						Analyzed	
May	10.0	9.3	11.3	0.3	0.3	0.0	124	
June	4.5	7.3	15.5	2.8	0.0	0.0	120	
July	0.3	2.5	20.3	7.3	0.8	0.0	124	
August	0.5	4.0	14.5	10.0	2.0	0.0	124	
September	2.8	7.5	12.0	5.8	1.8	0.3	120	
October	3.8	6.3	15.3	4.0	1.8	0.0	124	
November	8.0	9.5	11.0	1.5	0.0	0.0	120	
							856	

Station/SIG/Unit		**Mt. Elizabeth (High-South)**			Years Analyzed		**2020-2024**	
	A	**B**	**C**	**D**	**Ev**	**E**	Days	
Month	Expected Days per Month at Each PAL Value						Analyzed	
May	4.8	5.5	9.5	7.8	3.5	0.0	124	
June	2.0	3.0	13.0	5.5	6.5	0.0	120	
July	0.0	0.3	5.3	10.6	11.6	3.3	123	
August	0.3	1.0	4.5	11.8	8.3	5.0	123	
September	1.5	2.3	9.0	7.8	4.5	5.0	120	
October	2.8	3.5	8.8	6.8	8.5	0.8	124	
November	5.8	8.8	12.0	1.5	1.3	0.8	120	
							854	

Region 5 Project Activity Level (PAL) Ev Variance Application/Agreement

Project Name: _____
Contract Number: _____
Contractor Name: _____
Request #__, for period:
Units/Subdivisions Affected:

Location of operation:	
Slope	
Aspect	
Elevation	
Fuels on site	
Fuels in surrounding area	
7 Day PAL Outlook	
Short range predictions (Red Flags)	
Fuel Moistures	
Response time of suppression resources	
Potential for ignition	
RAWS location	
Current Fire Situation:	
Draw down information	
National Readiness Level	
Contractual considerations:	
Normal Operating Season	
Frequency of recent contract fires in area	
Type of operation	
Contractor's past/current performance & equipment readiness	

Other site-specific mitigation or precaution (i.e. Contractors proposals)	
Social & Community Considerations:	
Proximity of high value resources	

Sensitivity of location	

Proposed Actions:
Description of Mitigation Measures: Remarks:

_____ _____
Fire Management Officer Concurrence Date

_____ _____
Line Officer Approval Date

I have considered the above request and determined the specified mitigation measures or actions must be implemented to continue operations in Project Activity Level Ev. Unless extended, the approval remains in effect for ten (10) calendar days unless cancelled sooner or extended by the Forest Service for an additional ten (10) days. At the sole discretion of the Forest Service, this variance can be modified and/or cancelled at no cost to the government.

_____ _____
Contracting Officer Date

_____ _____
Contractor Representative Date

49. OPTIONAL LINE ITEMS

The Government may fund and exercise optional line items identified in the schedules, in the quantity and at the awarded price. The Contracting Officer may exercise unfunded options by written notice to the Contractor within the first four years of the period of performance unless otherwise agreed. Optional items may be funded, at the sole discretion of the Contracting Officer, with either (a) appropriated dollars or (b) non-monetary credit unless otherwise agreed between the parties.

50. OPTION FOR INCREASED QUANTITIY

The Government and the Contractor may, by mutual written agreement, increase the quantity of any line item identified in the schedules. Unless otherwise agreed, such increases shall be at the unit price specified in the contract. Adjustments to quantities may be considered where changed conditions arise that affect performance, mission requirements, or program needs. The parties agree to increase quantities under this clause shall apply during the first four years of the period of performance, unless otherwise agreed in writing. Any increase in quantities shall require bilateral agreement of the parties. Optional line-item increases may be funded with either (a) appropriated dollars or (b) non-monetary credit as agreed between the parties.

The following clauses and provisions apply to road reconstruction requirements only.

51. AGAR 452.211-73 VARIATION IN ESTIMATED QUANTIITY (SEP 2025)

If the actual quantity of a unit-priced item varies by more than 15% from the estimated quantity, either party may request an equitable adjustment in the contract price. The adjustment will be based on cost changes due to variations above 115% or below 85% of the estimated quantity. If this variation delays completion, the Contractor may request a time extension in writing. The request must be received by the Contracting Officer within 10 days of the delay's start or within such further period granted by the Contracting Officer before the final contract settlement. The Contracting Officer will review the request and, if justified, extend the completion date.

52. FAR 52.225-9 BUY AMERICAN-CONSTRUCTION MATERIALS (NOV 2025)

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

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is–

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or

work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

Domestic construction material means—

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if–

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all

the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign construction material means a construction material other than a domestic construction material.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

None.

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable.

(A) *For domestic construction material that is not a critical item or does not contain critical components*.

(1) The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)*(1)* of this clause.

(3) The procedures in paragraph (b)(3)(i)(A)*(2)* of this clause will no longer apply as of January 1, 2030.

(B) *For domestic construction material that is a critical item or contains critical components*. (1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)*(1)* of this clause.

(3) The procedures in paragraph (b)(3)(i)(B)*(2)* of this clause will no longer apply as of January 1, 2030.

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute or Balance of Payments Program.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction material description	Unit of measure	Quantity	Price (dollars)*
Item 1:			
Foreign construction material.	_____	_____	_____
Domestic construction material.	_____	_____	_____

Item 2:			
Foreign construction material.	_____	_____	_____
Domestic construction material.	_____	_____	_____

[* *Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)*].

[*List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*]

[*Include other applicable supporting information.*]

(End of clause)

53. FAR 52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.*, bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds –

(1) To unsuccessful bidders as soon as practicable after the opening of bids, and (2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

54. FAR 52.228-15 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (JUN 2020)

As prescribed in 28.102-3(a), insert a clause substantially as follows:

Performance and Payment Bonds-Construction (Jun 2020)

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

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds*. Unless the resulting contract price is valued at or below the threshold specified in Federal Acquisition Regulation 28.102-1(a) on the date of award of this contract, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance bonds (Standard Form 25)*. The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment Bonds (Standard Form 25A)*. The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection.

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds*. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds*. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of the Treasury,

Financial Management Service,

Surety Bond Branch,

3700 East West Highway,

Room 6F01,

Hyattsville, MD 20782.

Or via the internet at http://www.fms.treas.gov/c570/.

(e) *Notice of subcontractor waiver of protection* (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

55. FAR 52.228-11 INDIVIDUAL SURETY - PLEDGE OF ASSETS (FEB 2021)

(a) The Contractor shall obtain from each person acting as an individual surety on a performance bond or a payment bond—

(1) A pledge of assets that meets the eligibility, valuation, and security requirements described in the Federal Acquisition Regulation (FAR) 28.203-1; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) The Contracting Officer may release a portion of the security interest on the individual surety's assets based upon substantial performance of the Contractor's obligations under its performance bond. The security interest in support of a performance bond shall be maintained—

(1) *Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding $150,000 (40 U.S.C. 3131)*. Until completion of any warranty period, or for 1 year following final payment, whichever is later.

(2) *Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1))*. For the full contract performance period plus 1 year.

(3) *Other contracts not subject to the requirements of paragraph (b)(1) of this clause*. Until completion of any warranty period, or for 90 days following final payment, whichever is later.

(c) A surety's assets pledged in support of a payment bond may be released to a subcontractor or supplier upon Government receipt of a Federal district court judgment, or a sworn statement by the subcontractor or supplier that the claim is correct along with a notarized authorization of the release by the surety stating that it approves of such release. The security interest on the individual surety's assets in support of a payment bond shall be maintained—

(1) *Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding $150,000 which require performance and payment bonds (40 U.S.C. 3131)*. For 1 year following final payment, or until resolution of all pending claims filed against the payment bond during the 1-year period following final payment, whichever is later.

(2) *Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1))*. For the full contract performance period plus 1 year.

(3) Other contracts not subject to the requirements of paragraph (c)(1) of this clause. For 90 days following final payment.

(d) The Contracting Officer may allow the Contractor to substitute an individual surety, for a performance or payment bond, after contract award. The Contractor shall comply with the requirements of paragraph (a) of this clause within the timeframe established by the Contracting Officer.

(End of clause)

(End of Road Reconstruction specific clauses and provisions.)

56. FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

http://www.acquisition.gov
https://www.acquisition.gov/agar

57. 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 a this/these address(es):

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

The following clauses and provisions are incorporated by reference:

NUMBER	TITLE	DATE
The following clauses and provisions apply nonconstruction.		
52.203-6	Restrictions on Subcontractor Sales to the Government (Alternate 1)	JUN 2020
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEP 2024
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	JAN 2017
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-7	System for Award Management—Registration	NOV 2025
52.204-13	System for Award Management—Maintenance	NOV 2025
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations - Representation	SEP 2025
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded	SEP 2025
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	SEP 2025
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	SEP 2025

NUMBER	TITLE	DATE
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Sep 2025)	SEP 2025
52.209-12	Certification Regarding Tax Matters	OCT 2025
52.219-6	Notice of Total Small Business Aside	NOV 2025
52.219-8	Utilization of Small Business Concerns	NOV 2025
52.219-14	Limitations on Subcontracting	NOV 2025
52.222-3	Convict Labor	JUN 2003
52.222-35	Equal Opportunity for Veterans	NOV 2025
52.222-36	Equal Opportunity for Workers with Disabilities	NOV 2025
52.222-37	Employment Reports on Veterans	NOV 2025
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-42	Statement of Equivalent Rates for Federal Hires	MAY 2014
52.222-44	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment	MAY 2014
52.222-50	Combating Trafficking in Persons	NOV 2025
52.222-52	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.	NOV 2025
52.222-54	Employment Eligibility Verification	NOV 2025
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.222-90	Addressing DEI Discrimination by Federal Contractors (Apr 2026)	APR 2026
52.223-23	Sustainable Products and Services	NOV 2025
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
52.229-11	Tax on Certain Foreign Procurements—Notice and Representation.	JUL 2025
52.229-12	Tax on Certain Foreign Procurements	JUL 2025
52.232-33	Payment by Electronic Funds Transfer—System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAY 2023
52.233-2	Service of Protest	SEP 2025
52.233-3	Protest after Award	SEP 2025
52.233-4	Applicable Law for Breach of Contract Claim	SEP 2025
52.240-90	Security Prohibitions and Exclusions Representations and Certifications	NOV 2025
52.240-91	Security Prohibitions and Exclusions	NOV 2025
52.242-14	Suspension of Work	APR 1984
52.244-6	Subcontracts for Commercial Products and Commercial Services	NOV 2025
The following clauses and provisions apply to incidental construction requirements only.		
52.222-6	Construction Wage Rate Requirements	NOV 2025
52.222-7	Withholding of Funds	NOV 2025
52.222-8	Payrolls and Basic Records	NOV 2025
52.222-9	Apprentices and Trainees	NOV 2025
52.222-10	Compliance with Copeland Act Requirements	NOV 2025
52.222-11	Subcontracts (Labor Standards)	NOV 2025
52.222-12	Contract Termination-Debarment	NOV 2025
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 2014

NUMBER	TITLE	DATE
52.222-14	Disputes Concerning Labor Standards	NOV 2025
52.222-15	Certification of Eligibility	MAY 2014
52.228-2	Additional Bond Security	OCT 1997
52.228-17	Individual Surety-Pledge of Assets (Bid Guarantee	FEB 2021
52.236-2	Differing Site Conditions	JUL 2025
52.236-3	Site Investigation and Conditions Affecting the Work	JUL 2025
52.236-5	Material and Workmanship	JUL 2025
52.236-6	Superintendence by the Contractor	JUL 2025
52.236-7	Permits and Responsibilities	JUL 2025
52.236-8	Other Contracts	JUL 2025
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	JUL 2025
52.236-10	Operations and Storage Areas	JUL 2025
52.236-11	Use and Possession Prior to Completion	JUL 2025
52.236-12	Cleaning Up	JUL 2025
52.236-13	Accident Protection (Alternate 1)	NOV 1991
52.236-15	Schedules for Construction Contracts	JUL 2025
52.236-17	Layout of Work	JUL 2025
52.236-21	Specifications and Drawings for Construction	JUL 2025
52.246-21	Warranty for Construction	MAR 1994

58. STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014), THE FOLLOWING INFORMATION IS PROVIDED IN ACCORDANCE WITH FAR 52.222-42:

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

Employee Class	Monetary Wage	Fringe Benefits
Heavy Equipment Operator WG-8	$32.56/hr.	*
Crew Leader GS-5	$19.52/hr.	*
Forestry Tech GS-5	$19.52/hr.	*
Laborer GS-3 or GS-4	$15.54 or $17.45/hr.	*

*FRINGE BENEFITS: Life, Accident and Health Insurance and Sick Leave Programs - 5.1 percent of basic hourly rate.

Paid Holidays - 11 per year: New Year's Day, Martin Luther King, Jr's Birthday, Washington's Birthday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day

Vacation - 13 days paid vacation per year up to 3 years of service, 20 days after 3 years of service, and 26 after 15 years of service.

Retirement - 7 percent basic hourly rate.

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

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

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

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

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

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

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

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

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

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

(End of Clause)

60. AGAR 452.203-72 UNENFORCEABLE SUPPLIER TERMS (MAY 2026)

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

1. Regardless of the format or style of the document. For example, supplier terms may appear in standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another similar legal instrument or agreement, and may be presented as part of a proposal or

quotation responding to a solicitation for a contract or order or otherwise become effective after the contract date.

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

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

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

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

1. Requires the Government to pay future fees, penalties, interest, legal costs, early-termination fees, cancellation fees, minimum purchase commitments, true-up payments, seat-count minimums, usage minimums, continued-use charges, or any other financial obligation not expressly authorized by the contract.
2. Requires the Government to indemnify the contractor or any other entity.
3. Restricts the Government's ability to obtain similar supplies or services from another source.
4. Imposes any penalty, financial or otherwise, based on the Government's decision not to exercise an option.
5. Subjects the United States Government to the laws of any U.S. state, territory, district, municipality, or foreign nation, except where Federal law expressly permits such application.
6. Requires dispute resolution in a forum or venue other than one prescribed by applicable Federal law.
7. Establishes a period of limitations for bringing an action that differs from that provided by applicable Federal law.
8. Grants the contractor rights to use, mine, access, aggregate, analyze, or otherwise exploit Government data, usage data, or metadata.
9. Deems the Government to have accepted initial or revised terms based on silence, continued performance, or failure to object.
10. Grants the supplier the right to audit Government facilities, systems, records, or use of the product or service, except as expressly authorized by the contract and applicable Federal law.
11. Requires the Government to accept supplier security requirements, network access requirements, monitoring, penetration testing, or other technical or security measures.
12. Permits the supplier to suspend, degrade, or terminate access to products or services based on alleged non-payment, alleged breach, automated security triggers.
13. Limits the Government's right to use, install, access, test, evaluate, or transfer the licensed product or service in any manner consistent with the contract and Federal law.
14. Requires the Government to store, process, maintain, or transmit data in a particular geographic location, or permits the supplier to transfer Government data outside the United States, except as expressly authorized by applicable Federal law.

15. Authorizes the supplier to use the Government's name, seal, trademark, logo, or any reference to the Government as an end user or customer for marketing, publicity, promotional activities, press releases, or similar purposes.
16. Incorporates by reference, or requires the Government to accept, terms or conditions imposed by any third party, subcontractor, or upstream service provider, unless such terms are expressly incorporated into the contract by bilateral modification.
17. Limits, conditions, or negates the contractor's performance obligations, service levels, or remedies through a supplier-provided service level agreement (SLA).
18. Uses Government data, usage data, metadata, prompts, content, or interactions to train, fine-tune, improve, or derive any artificial intelligence, machine learning, or automated decision-making model.
19. Subjects the Government to automated decision-making, automated risk scoring, automated content moderation, or any algorithmic process that may affect access, performance, or rights under the contract.
20. Utilizes artificial intelligence or algorithmic tools that produce decisions, recommendations, or outputs affecting contract performance without providing transparency, explainability, auditability, and bias-mitigation consistent with applicable Federal law and policy.
21. Profiles, tracks, or analyzes Government user behavior, preferences, communications, or interactions for personalization, marketing, or algorithmic optimization purposes.

(e) Non-binding Actions. Neither the Government nor any Government authorized end user is deemed to have consented to any term, condition, or clause by virtue of its inclusion in the supplier agreement or through the use of clickwrap, browsewrap, "I agree" mechanisms, or similar means. Execution of such mechanisms does not bind the Government or its authorized end users to any unenforceable terms.
(f) End user. The supplier agreement must bind the ordering activity as the end user to the extent it does not conflict with the terms of this clause, but it must not bind or impose personal liability on any Government employee or any person acting on behalf of the Government in their personal capacity.
(g) Law and disputes. The supplier agreement is governed by Federal law.
(h) Statutory exception. This clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
(i) Continued performance. The supplier or licensor must not unilaterally revoke, terminate, or suspend any rights granted to the Government except as allowed by the contract. If the supplier or licensor believes the ordering activity to be in breach of the supplier agreement, it must pursue its rights under the Contract Disputes Act or other applicable Federal statute while proceeding diligently with performance, pending final resolution of any dispute in accordance with the Disputes Clause at FAR 52.212-4(d) or FAR 52.233-1, as applicable.
(j) Arbitration. Binding arbitration must not be used unless specifically authorized by agency guidance.
(k) Equitable or injunctive relief. Equitable or injunctive relief, including the award of attorney fees, costs, or interest, may be awarded against the United States Government only when explicitly provided by statute (e.g., the Prompt Payment Act or the Equal Access to Justice Act).
(l) Revisions to supplier agreements. Any revisions to the supplier agreement must be incorporated into the contract using a bilateral modification. Unilateral revisions are not binding on the Government.
(m) No automatic renewals. If any license or service tied to periodic payment is provided under the supplier agreement (e.g., annual software maintenance or annual lease term), such license or service must not renew automatically upon expiration of its current term without prior express written consent from an authorized Government representative.
(n) Indemnification. Any clause of the supplier agreement requiring the supplier or licensor to defend or indemnify the end user is amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(o) Taxes or surcharges. Any taxes or surcharges which the supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the associated Government contract or order and must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed otherwise.
(p) Non-assignment. The supplier agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted by FAR 52.212-4(b) or FAR 52.232-23, as applicable.
(q) Confidential information. If the supplier agreement includes a confidentiality clause, such clause is amended to state that neither the agreement nor the contract price list, as applicable, must be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in the supplier agreement to the contrary, the Government may retain any confidential information as required by law, regulation, or its internal document retention procedures for legal, regulatory, or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of the supplier agreement.
(r) Conflict with Federal law. If any other language, provision, or clause of the supplier agreement conflicts or is inconsistent with Federal law or the terms and conditions of this contract, such language, provisions, or clauses will be considered null and void and will not be binding on the United States Government.

(End of Clause)

61. AGAR 452.204–70 MODIFICATION FOR CONTRACT CLOSEOUT (APR 2026)

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

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

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

(End of Clause)

62. AGAR 452.232-71 PROGRESS PAYMENTS FOR COMMERCIAL CONSTRUCTION CONTRACTS (MAY 2025)

(a) *Contractor entitlement to progress payments*. The contractor may request progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished that meets the standards of quality established under the contract, as approved by the Contracting Officer.
(b) *Computation of amounts*. Progress payments will be authorized when the payment requested is properly due in accordance with this contract; the work will be performed in accordance with the contract; and there has been

no impairment or diminution of the Government's security under this contract. The Contracting Officer may authorize consideration of:

1. Materials delivered on site and preparatory work;
2. Materials delivered to the contractor at locations other than the site, if:

- i. Specifically authorized by the contract; and
- ii. The contractor provides satisfactory evidence of title and intended use in the contract.
- (c) *Contractor request for progress payments*. The contractor's request for progress payments must include the following:

1. An itemization of the amounts requested, related to the various elements of work required by the contract;
2. A listing of the amount included for work performed by each subcontractor;
3. A listing of the total amount of each subcontract;
4. A listing of the amounts previously paid to each subcontractor; and
5. Additional supporting data in a form and detail required by the Contracting Officer.

(d) *Contractor Certification*. Each request for progress payment must be accompanied by the following certification:

I hereby certify, to the best of my knowledge and belief, that—

1. The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
2. All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;
3. This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
4. This certification is not to be construed as final acceptance of a subcontractor's performance.

- _____(name)
- _____(title)
- _____(date)

(e) *Access for verification of payment entitlement*. To verify the contractor's entitlement to progress payments under this contract, the contractor must provide the Government, upon request and during normal business hours, access to the following:

1. Records and Documentation:

i. Certified progress payment requests and supporting documentation;
ii. Subcontractor and supplier invoices, payment records, and lien waivers;
iii. Updated schedule of values and progress schedules;
iv. Quality assurance and inspection reports;
v. Payroll records, if applicable under labor provisions.

2. Facilities and Worksite Access:

i. Physical access to the construction site for inspection of work progress;
ii. Access to off-site storage locations for materials billed but not yet incorporated into the work; or
iii. Access to any fabrication facilities where contract-related work is being performed.

3. Access to electronic invoicing or project management systems used to track progress and payments, if such systems are used in contract performance.

(f) *Dates for payment*. A progress payment under this clause is a contract progress payment under the Prompt Payment clause of this contract, and except as provided in paragraph (g) of this clause, approved requests must be paid within 30 days of submitting a proper request for payment.

(g) *Liquidation of progress payments*. Progress payments must be liquidated by deducting from the payment of each item the total unliquidated amount of progress payments made for that separately priced unit of that line item. The liquidation amounts for each line item must be clearly delineated in each request for progress payment submitted by the contractor.
(h) *Security for progress payments*. In the event that the contractor fails to provide adequate security as required in this contract, no progress payment must be made under this contract. Upon receipt of adequate security, progress payments must be made, including all previous payments to which the contractor is entitled, in accordance with the terms of the contract. If at any time the Contracting Officer determines that the security provided by the contractor is insufficient, the contractor must promptly provide such additional security as the Contracting Officer determines necessary. In the event the contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided, and suspend further payments to the contractor; the contractor must repay to the Government the amount of unliquidated progress payments as the Contracting Officer at his sole discretion deems repayable.
(i) *Special terms regarding termination for cause*. If this contract is terminated for cause, the contractor must, on demand, repay the Government the amount of unliquidated progress payments. The Government must be liable for no payment except as provided by the Termination for Cause paragraph of the clause at Federal Acquisition Regulation 52.212-4, Contract Terms and Conditions—Commercial Products and Commercial Services.
(j) *Reservation of rights*.

1. No payment, vesting of title under this clause, or other action taken by the Government under this clause must-

- i. Excuse the contractor from performance of obligations under this contract; or

ii. Constitute a waiver of any of the rights or remedies of the parties under the contract.

2. The Government's rights and remedies under this clause-

i. Shall not be exclusive, but rather must be in addition to any other rights and remedies provided by law or this contract; and
ii. Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor must such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.
(k) *Refund of unearned amounts*. If the contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the contractor must-

1. Notify the Contracting Officer of such performance deficiency; and
2. Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until-

i. The date the contractor notifies the Contracting Officer that the performance deficiency has been corrected; or
ii. The date the contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.
(l) *Retainage*. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer must authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and must release to the contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment must be made for the completed work without retention of a percentage.

(m) *Title, liability, and reservation of rights*. All material and work covered by progress payments made must, at the time of payment, become the sole property of the Government, but this must not be construed as-

1. Relieving the contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
2. Waiving the right of the Government to require the fulfillment of all the terms of the contract.
3. The Government's rights and remedies under this clause-

- i. Shall not be exclusive, but rather must be in addition to any other rights and remedies provided by law or this contract; and

ii. Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor must such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(n) *Reimbursement for bond premiums*. In making these progress payments, the Government must, upon request, reimburse the contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (l) of this clause must not apply to that portion of progress payments attributable to bond premiums.

(o) *Final payment*. The Government must pay the amount due to 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. A release may also be required of the assignee if the contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of1940 (31 U.S.C.3727 and 41 U.S.C. 6305).

- (p) *Limitation because of undefinitized work*. Notwithstanding any provision of this contract, progress payments must not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(End of clause)

63. LIST OF ATTACHMENTS

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

Title	Pages
2. Appendix A – Technical Specifications for Service Work Items	15
3a. Appendix B – Timber Removal (Tree Measurement/Scaled) Specifications for Bumblebee Area 3b. Appendix B – Timber Removal (Tree Measurement/Scaled) Specifications for Marble Area	48 46
4a. Appendix C – Road Maintenance T-Specs and Traffic Control for Bumblebee Area 4b. Appendix C – Road Maintenance T-Specs and Traffic Control for Marble Area	35 36
5. Appendix D- Road Reconstruction Specifications • 5a. FS-FP-14 Supplemental Specifications for Bumblebee Area • 5b. FS-FP-24 Supplemental Specifications for Marble Area	 26 29
6a. Vicinity Map 6b. Contract Area Map (s)	1 4
7. Timber Cruise	35

8. Service Contract Act Wage Determination #1977-0727, Revision #79 dated 12/03/2025	4
9. Davis-Bacon Wage Rates CA20260018 Dated 01/30/2026 Mod0004	71

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

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

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

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

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

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

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

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

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

(End of provision)

ADDENDUM TO FAR 52.212-1:

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

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

Questions
All questions shall be submitted in writing via email to norma.windle@usda.gov and are due no later than June 16, 2026, at 4:00 p.m. PDT. This will ensure enough time to respond before the solicitation period ends. Please include the solicitation name and number as the subject line of the email.

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

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

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

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

(3) Respondents may, at their discretion, submit alternate proposals or proposals which deviate from the requirement, provided that an offeror also submit a proposal for performance of the work as specified in this solicitation. Any "alternate" proposal may be considered if overall performance would be improved or

not compromised, and if it is in the best interest of the Government. Alternate proposals, or deviations from any requirement of this RFQ, must be clearly identified.

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

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

- Completed, signed quote (the SF 1449 (pages 1 through 2) with blocks 17a and 30a -30C filled-in). Completed Schedule of Items for all Mandatory Work Activities, Optional Work Activities and Timber or other products Removal Price Schedule (pages 3 through 13).
  Completed and submitted items from #13 Schedules and Reports (page 21).
  Completed bid guarantee required in an amount equal to 20% of the total price offered for the Construction Items only.
  Completed Employment of Eligible Workers-Workforce Certification #70 (page 78), certifications #71 through #74 (page 79) and acknowledge all amendments issued during the solicitation phase.
- Technical proposal responsive to all the Evaluation Criteria: Technical Approach, Relevant Past Performance, and Benefit to the Local Community.
- Responses to the Evaluation Criteria excepting Relevant Past Performance will be incorporated into the resulting contract at time of award and shall become material contract requirements.

(b) Technical Proposal -The technical proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed description of the organization, techniques, and procedures for achieving the objectives of the specifications and the project. Proposals that merely paraphrase the requirements of the Government's specifications or use such phrases as "will comply" or "standard techniques will be employed" will be considered unacceptable and will not be considered further.

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

1. Technical Approach

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

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

2. Describe your quality assurance plan for roadwork, timber harvest, and stewardship service items that includes how monitoring and supervision will be conducted.

3. How do you plan to accomplish both the Bumblebee and Marble Mountain project areas within the contract period? Include production rates for all work activities.

b. Method. Describe the method or combination of methods you plan to utilize to accomplish the Mandatory Work Activities/Items and any of the Optional Work Activities/ Items that you anticipate

necessary, dependent on your operations. Please limit this narrative to 4 pages. Include responses to each of these end results, specifications and objectives:

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

2. What methods will your operations utilize to implement the Designation by Prescription and Designation by Description for harvest of included timber.

3. What methods will your operations utilize to implement the mastication treatment. Provide a detailed plan for accomplishing the treatment specifications for debris created through mastication, and the Snag and Down Log Removal and Retention requirements.

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

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

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

d. Key Personnel. List the names and proposed duties of key personnel who will be assigned to the various work items of the project including the overall Project Manager, Logging Supervisor, Supervisor, and individual sub-managers (such as individuals supervising sub-contractors). Limit this response to no more than 1 page.

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

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

2. Relevant Past Performance

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

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

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

5. Contract numbers.

6. Date completed.

3. Benefit to Local Community

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

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

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

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

(c) Price Quote

A firm's completion and submission of a unit price and total amount beginning on page 2 of the subject solicitation's Schedule of Items constitutes the fulfillment of the Government's price proposal requirements under this solicitation.

65. AWARD TYPE

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

66. SITE VISIT

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

END OF ADDENDUM TO FAR 52-212-1

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

(a) The Government will award a contract resulting from this solicitation to the responsible quoter whose quote conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate quotes: Technical Approach, Relevant Past Performance, Benefit to Local Community and Price.

Technical proposals shall be in the format prescribed and shall contain a response to each of the areas identified, which affects the evaluation factors for award. The Government will determine the best overall value on the basis of the factors described below. The Government will consider any noncompliance to be indicative of what can be expected from the quoter during contract performance.

1. Technical Approach

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

- How the Designation by Prescription, Designation by Species and Diameter, Designation by Damage Class are proposed to be implemented, considering equipment, need for marking, and etc.?
- How virtual boundaries will be identified and adhered to?
- How logical and reasonable the estimated production rates, proposed sequence and schedule of operations fits the proposed timeframes and what degree, if any, shorter time frames are proposed?
- How experienced are the key personnel in the work they will be performing?
- How suitable is the equipment to implement treatments and road work, and is it adequate to complete the requirements of this contract?
- How well does the proposed operations plan addresses the treatment of sawtimber, cull snags, hazard trees, and biomass, and associated slash treatments, from cutting to the removal from Forest Service land?
- What methods will be utilized to remove products harvested and what markets will be provided to?
- How well does the requested Quality Control Plan provide assurance that the end results of the project will be met, monitored, and documented for each bid item?
- How well does the requested Traffic Control Plan provide assurances that public safety concerns will be addressed?

2. Relevant Past Performance

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

Quoters will be evaluated on their past performance of similar type contracts performed within the last three years (5 years for DxD/DxP treatments, if any) in accordance with the following subfactors:

a. Quality of services – Demonstrated ability to perform services in accordance with contract requirements.

b. Customer satisfaction – Satisfaction of end users with the contractor's completed products and services.

c. Timeliness of performance – Compliance with schedules; reliability; responsiveness to technical direction; responsiveness to exchange of documents; and no assessment of damages.

d. Business management – Demonstrated ability to manage projects of this nature and involving subcontracts; working relationships with the Contracting Officer and technical representatives; flexibility; effective contractor recommended solutions; and businesslike concern for Government's interests.

e. Financial Responsibility – Demonstrated ability in providing current, accurate, and complete billings.

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

Government evaluators may avail themselves of various federal, state, and local past performance databases. The Government may research quoters performance on any federal, state, local, and commercial contract performance of the quoter that is known to the Government, but not included on the submitted performance information. Additionally, the personal experience and evaluator knowledge of quoter performance may be utilized.

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

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

3. Benefit to the Local Community

The Government will evaluate the methods proposed by each contractor for benefiting the local community. The evaluation will include a determination as to how realistic and achievable the proposed methods are with added consideration for the impact and magnitude to which the local community will benefit from their operations including:

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

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

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

4. Price Evaluation Criterion

Price Quote MUST be provided on ALL Items in Schedules: Mandatory Work Activities, Optional Work Activities and Timber or other products Removal Price Schedule. Unit prices prevail. The Government will assess the price breakdown to determine (1) reasonableness, (2) quoter's understanding of the work and (3) balance of pay items.

The degree of importance of the price will increase with the degree of equality of the quotes in relation to the other factors on which selection is to be based, or when the price is so significantly high as to diminish the value of technical superiority to the Government.

(b) For the award decision, the Government reserves the right to make an award to other than the lowest priced quoter or to the quoter with the highest technically rated if the Contracting Officer determines that doing so would result in the greatest value to the Government. Technical proposals that do not address one or more criteria or fail to provide requested information may be eliminated from further consideration. The award will incorporate written information provided by the quoter(s) and be utilized by the Government as the basis for award selection.

68. AGAR 452.203-70 ANTI-DISCRIMINATION AND DIVERSITY, EQUITY, AND INCLUSION (DEI) CERTIFICATION (DEC 2025)

(a) By submission of its offer, the offeror certifies that:

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

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

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

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

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

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

(End of Provision)

69. NOTICE FOR FILING AGENCY PROTESTS
United States Department of Agriculture (USDA) Ombudsman Program

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

Informal Forum with the Ombudsman

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

Formal Agency Protest with the Ombudsman

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

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

70. EMPLOYMENT OF ELIGIBLE WORKERS- WORKFORCE CERTIFICATION

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

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

☐ H-2B Workers: (http://www.foreignlaborcert.doleta.gov/)

☐ Company certifies it will not be utilizing H2B Workers under any resulting contract of this solicitation.

☐ Company will be utilizing H2B Workers (under any resulting contract of this solicitation. Provide a copy of Temporary Employment Certificate.) MSPA Workers: (http://www.dol.gov/whd/mspa/)

☐ Company certifies it will not be utilizing MSPA workers under any resulting contract of this solicitation.

☐ Certifies has valid FLC certificate of registration. (Attach a copy of current certification.) Authorization includes:

☐ Transporting workers

☐ Driving

☐ Housing workers

Company has applied for a Certificate of Registration on _____ .

Contractors not currently having obtained a certificate (for each partner, if partnership) will be requested to furnish proof of having obtained a Certificate of Registration prior to award of contract. If the contractor does not provide the required Certificate in a reasonable timeframe, the contractor will not be eligible for the contract award. Partnerships must furnish proof of registration of their assumed business name, if any, with the State of registration.

State of _____ No._____

Information about licensing requirements and procedures may be obtained from the following:

I, on behalf of said Company, certify to the above responses.

SIGNATURE:	**DATE:**
PRINTED NAME:	**TITLE:**

CERTIFICATIONS CONTINUED

71. GOVERNMENT EMPLOYEES, FORMER USDA EMPLOYEES, AND USDA RETIREES

The offeror/quoter represents and certifies that—

a) It ☐ is, ☐ is not a current Federal government employee.

b) It ☐ is, ☐ is not a former USDA employee.

c) It ☐ is, ☐ is not a retired USDA employee. If retired, give date of retirement: _____.

d) It ☐ is, ☐ is not related by blood or marriage to a current Forest Service employee on the _____ National Forest. If so, list employee's name and

location:_____ _____.

e) It ☐ is, ☐ is not substantially owned or controlled by a former USDA employee or retiree.

72. TAXPAYER IDENTIFICATION

Quoter shall insert their Taxpayer Identification Number: _____

73. SYSTEM FOR AWARD MANAGEMENT (SAM)

Are you registered in SAM and is your registration current?

☐ Yes ☐ No If No, Provide Explanation _____

74. SAM UNIQUE ENTITY IDENTIFIER (UEI) NUMBER (12 CHARACTERS)

Quoter shall insert their SAM UEI number: _____