SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER: 0044041930

2. CONTRACT NUMBER:

3. AWARD/EFFECTIVE DATE:

4. ORDER NUMBER:

5. SOLICITATION NUMBER: 140R2026Q0075

6. SOLICITATION ISSUE DATE: 06/12/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Davinder Kullar

b. TELEPHONE NUMBER *(No collect calls)*: 9169785110

8. OFFER DUE DATE/ LOCAL TIME: 07/03/2026 1000 PD

9. ISSUED BY CODE R20

Bureau of Reclamation
Mid-Pacific Region
Regional Office
Division of Acquisition Services
2800 Cottage Way, Room E-1815
Sacramento CA 95825-1898

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

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

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 115310

SIZE STANDARD: $11.5

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 0011285608
See Schedule

16. ADMINISTERED BY CODE R20
See Schedule

17a. CONTRACTOR/ OFFEROR CODE ____ FACILITY CODE ____

TELEPHONE NUMBER

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

18a. PAYMENT WILL BE MADE BY CODE ____

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	ADMINISTERED BY: Bureau of Reclamation Mid-Pacific Region Regional Office Division of Acquisition Services 2800 Cottage Way, Room E-1815 Continued... *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

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

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*: Davinder Kullar

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Sacramento CA 95825-1898 US DELIVER TO: Bureau of Reclamation-MP-CCAO Central California Area Office 7794 Folsom Dam Road-Receiving Folsom CA 95630-1799 US Delivery: 06/30/2031				

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. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

STOCK RECORD (S/R)		40. PAID BY
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	

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 RECEIVED *(MM/DD/YYYY)*	42d. TOTAL CONTAINERS

This is a combined synopsis/solicitation for commercial items prepared in accordance with FAR part 12 and additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued. Solicitation is issued as a request for quotation (RFQ). The solicitation documents and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2026-01 as of March 13, 2026 and FAR Overhaul as of April 20, 2026.

This requirement is being solicited as a **100% Total Small Business set-aside** and will be awarded on a best value basis in accordance with FAR 12.203.

The Government intends to award one or more Blanket Purchase Agreements (BPAs) under this solicitation, depending on the number of responsible small business quoters and the results of the comparative evaluation.

GENERAL INFORMATION

RFQ Number: 140R2026Q0075

Request for Quotation (RFQ) ☒ **Request for Proposal (RFP)** ☐ **Invitation for Bid (IFB)** ☐

North American Industry Classification Code (NAICS): 115310

Size Standard: $34.0 Million

Quotes due date: July 3, 2026. 10:00am PDT.

Quotes shall be emailed to Davinder Kullar at davinder_kullar@ios.doi.gov.

Offerors must be registered in System for Award Management (www.sam.gov) at the time an offer or quote is submitted and continue to be registered until time of award, during performance, and through final payment.

VENDOR INFORMATION

Business Name: _____

Business Address: _____

Contact Info (name/email): _____

Business Size/Socioeconomic Status: _____

UEI Number/Cage Code: _____

QUOTE SUBMISSION INSTRUCTIONS

Please see further instructions for quote submission under Addendum to Provision 52.212-1

Documents necessary for quote submission are as follows:

1. *Completed Price Schedule in Attachment 1 and Vendor Information (see above).*
2. *Provide Technical Capability Statement, no more than 20 pages.*
3. *Quoters must be registered in System for Award Management (SAM.gov) with completed Representations and Certifications, to be considered for award.*

PERFORMANCE WORK STATEMENT
Construction and Vegetation Management of Eight Shaded Fuel Breaks in the Auburn Project Lands

1. SCOPE

The scope of this Blanket Purchase Agreement (BPA) is to support the United States Bureau of Reclamation (Reclamation) in its efforts of constructing and maintaining the 1,224-acre network of Shaded Fuel Breaks (SFBs) on Reclamation's Auburn Project Lands (APL; Project Area). These activities will take place in the Wildland-Urban Interface (WUI) of Reclamation's APL in Placer and El Dorado Counties, CA.

This BPA allows Reclamation to place individual BPA calls for specific work requirements during the BPA ordering period. Allowable implementation methods include one or a combination of hand crews using handheld mechanical equipment (e.g. chainsaws, string trimmers); large mechanical equipment (e.g. masticator, skid steer); and herbicide treatments. The Government reserves the right to establish a single BPA or multiple BPAs, based on what is determined to be in the best interest of the Government.

All work shall adhere to:

- Appendix A – Fuels Reduction Prescription
- Appendix B – Best Management Practices & Conservation Measures for Auburn Project Lands
- Appendix C – Nesting Bird Avoidance Measures

2. BACKGROUND

The wildlands within Reclamation's APL are surrounded by dense residential and commercial communities. To reduce the spread of wildfires and their intensity, increase the success of fire suppression activities and decrease the potential for wildfire-related damages to these communities, Reclamation has identified 8 SFBs in the WUI of the APL located on the ridgeline of the North and Middle Forks of the Lower American River (Project Area). An SFB is generally defined as thinning of dense vegetation, so fire does not move easily from the ground to the overhead tree canopy. Unlike fire breaks, the vegetation in an SFB is strategically thinned and modified but not completely eliminated. The objective of an SFB is to support fire suppression efforts.

The SFBs in the APL extend up to 600-feet wide, measured horizontally from the nearest structure on adjacent private lands into the federal wildlands. In the last five years, 670-acres of SFBs have been constructed making significant progress towards the goal of 1,224 initial treated acres.

After the initial treatment of priority areas, vegetation management (maintenance) of previously treated SFBs may be conducted at Reclamation's discretion. The maintenance portion of the SFBs will aim to reduce and manage understory and ladder fuels that have emerged in the years after initial construction.

All activities will be guided by a prescription, which outlines objectives for reducing hazardous fuels such as trees, shrubs, brush, and other vegetative growth (see Appendix A).

3. BPA OBJECTIVE

The objective of this BPA is to provide a flexible, rapid ordering mechanism for contractor services to complete construction activities and conduct maintenance on 8 SFB sites on Reclamation's APL to reduce the risk of fire activity within the WUI. BPA calls will be issued as discretionary work requirements arise.

This BPA:

- Does not obligate funds upon establishment
- Is not a contract
- Becomes binding only when a BPA Call is issued and accepted.
- The contractor shall not commence work until receipt of a signed BPA Call issued by the Contracting Officer and accepted by the contractor.

4. PLACE OF PERFORMANCE

These SFBs are, or are planned to be, adjacent to the communities of Applegate, Monte Verde Estates, Auburn, Kings Hill, Todd Valley-Foresthill, Georgetown-Greenwood, Auburn Lake Trails, and Cool-Pilot Hill in Placer and El Dorado Counties (see Exhibit A).

The Project Area covers a variety of vegetation types, including foothill pine/oak woodland, Douglas-fir/mixed conifer, chapparal, and oak woodland. Elevation within the Project Area ranges from 1,150 to over 2,800 feet, and slopes range from 0 to greater than 60%. Access is difficult in certain areas, which may require coordination with private landowners to access certain Project sites.

Sensitive environmental and ecological resources including pre-historic and historic cultural sites, habitats of special status wildlife and plant species, and riparian zones may exist, which will be identified in advance by the Contracting Officer's Representative (COR) and shall be avoided, or appropriate protection measures shall be implemented (see Appendices A, B & C).

5. PERIOD OF PERFORMANCE

The BPA ordering period shall be five (5) years from the effective date of BPA establishment.

6. HOURS OF OPERATION

The Contractor shall perform work during business hours, Monday through Friday.

7. RECOGNIZED FEDERAL HOLIDAYS

The Contractor is not permitted to work weekends or federal holidays under this contract.

8. BPA ORDERING PROCEDURES

This BPA is established under the authority of **FAR Section RFO 12.201-1(e)(3)** to streamline placement of recurring fuels reduction needs. Any CO assigned to the Acquisitions and Assistance Division of Interior Region 10 –California Great Basin (CGB) Region of the Bureau of Reclamation, acting within the limits of their

authority, may act as CO after award of the BPA for purposes of administering the BPA, including issuing BPA Calls or modifying the BPA. A particular CGB CO may be assigned administration of this contract post-award.

(a) This BPA will only be open to Reclamation's CGB Region.

(b) **BPA Minimum:** No minimum dollar obligation.

(c) **BPA Order Limitations:** Each order issued under this BPA will be for an amount exceeding $0.00 but not more than $900,000.00 per year.

(d) The contractor shall not perform any tasks without a signed **BPA Call Order.** Only a CO is authorized to issue BPA Call Orders and obligate funds.

(e) The Government is obligated only to the extent of authorized purchases actually made under the BPA.

9. WAGE DETERMINATION

Each call order will include the current applicable Department of Labor Wage Determination, which will be attached to all BPA calls, based on the date of issuance of the Task Order. The applicable counties for this contract are Placer & El Dorado Counties, California.

10. PERFORMANCE REQUIREMENTS

All SFBs would be constructed pursuant to the SFB Prescription for APL (Prescription; Appendix A), and by one or a combination of allowable implementation methods and applicable Best Management Practices (BMPs), which are provided in Appendix B. The contractor would treat vegetation consistent with Appendix A within pre-defined boundaries provided by Reclamation. See Exhibit A for SFB maps, which generally includes an area within the WUI up to 600-feet wide measured horizontally from the nearest structure on adjacent private lands into the federal wildlands.

10.1. SFB CONSTRUCTION/IMPLEMENTATION

Using one or a combination of the allowable implementation methods (Paragraph 11) and applicable BMPs described in Appendix B, the contractor shall adhere to the following standards to achieve the desired fuel model for each SFB. In general, the following SFB standards shall be applied to each SFB:

- An emphasis will be to create SFBs resembling a park-like setting with blended or feathered edges through selective thinning of vegetation.
- All vegetation treatments will adhere to the vegetation management guidelines conducive to the type of vegetation present at each SFB site, which is provided in Appendix A.
- Ensure that construction does not reduce the overhead tree canopy to more than 60% opening, if not already.
- Trees up to 12-inch diameter at breast height (dbh) class are eligible for removal.
- Unless directed otherwise by the COR, all understory fuels over 1 foot in height are to be removed to develop vertical separation from overhead trees. Invasive and non-native vegetation shall be prioritized for removal.

- All SFBs will incorporate the conservation and avoidance measures, including applicable Watercourse and Lake Protection Zone Widths, as identified in Appendices A, B & C.
- Work shall not commence until a Work Plan has been approved by the COR.

10.1.1. VEGETATION MANAGEMENT GUIDELINES

The contractor shall implement the following vegetation management guidelines when constructing SFBs to achieve the desired fuels arrangement:

10.1.1.1. Tree Removal

Tree removal will focus on removing dead, dying, decadent, or diseased trees before any healthy trees are removed. To achieve the desired SFB outcome, the contractor shall incorporate the following measures:

- Trees up to the 12-inch dbh class are eligible for removal under this Project.
    - Trees greater than 12-inch dbh shall not be cut; however, due to operational needs, it may be necessary to remove an occasional tree with a dbh greater than 12-inches based on forest health and Project objectives.
        - Trees greater than 12-inches dbh proposed for removal will be identified by the COR or approved in advance in writing by the COR, if requested by the contractor.
- 100% of trees less than 12 inches dbh within the dripline of a tree greater than 12-inch dbh shall be removed.
- Hardwood trees (e.g., oak, maple, madrone) shall be prioritized for retention over softwood trees (e.g., pine, fir, cedar, spruce). Stumps of felled trees shall be cut to just above ground level, leaving the rootball intact.
    - Cut stumps of felled trees shall be no greater than 6 inches above the ground surface.
    - Avoid removing individual limbs of oak trees that are greater than 3 inches in diameter to preserve tree health.
    - The criteria for species retention are provided in Appendix A.
- Maintain 20 feet of horizontal spacing between residual tree trunks and 8-15 feet between crown driplines.
    - The contractor may increase the horizontal trunk spacing of residual trees if driplines overlap.
- Limbs of residual trees will be pruned to a height of 8-10 feet above the ground to discourage the vertical movement of fire from the ground into the overhead tree canopy.
    - Ensure that pruning limbs of residual trees does not reduce the live crown ratio below ½ of the height of the tree.
- 100% of trees treated under this contract shall be masticated, chipped and broadcast, or piled for later masticating/mulching on-site.
    - Chips and or mastication shreds shall be spread as evenly as possible to an average depth of 6 inches; the maximum allowable depth is 12 inches.

- If chipping and/or mastication is deemed unsafe or infeasible, individual trunks of felled trees (with all limbs removed) may be retained on-site to reduce erosion (contour felling).
    - The contractor must receive prior written approval from COR before leaving felled tree trunks on the ground.
- Lop and scatter of tree limbs is permissible with prior written approval from the COR.

The Project contains a variety of vegetation communities such as oak, conifer and chaparral-dominated communities, each of which has certain species that are desirable for retention that shall be adhered to. The criteria for individual species retention for each vegetation community is provided in the Prescription in Appendix A.

10.1.1.2. Snags

Snags are a conduit for fire during a wildland fire; however, they also provide excellent wildlife habitat in their natural state. Unless otherwise directed by the COR, the contractor shall retain snags or groupings of snags that are:

- 18-inch dbh or larger and not more than 30 feet in height, so long as the tree is not capable of reaching a road, structure or infrastructure.
- Unless directed by the COR, no more than 1 snag per-acre shall be retained on the Project.
    - Groupings of snags (if present) may be retained where they meet the above criteria and are determined by the COR to provide beneficial wildlife habitat.

10.1.1.3. Brush & Mid-story Fuels

- Approximately 90% of all available brush shall be removed to achieve SFB objectives.
    - Greater than 10% of available brush may be retained to achieve species diversity and wildlife benefits, if approved in advance in writing by the COR.
- Individual plants or pairs of plants may be retained if they are less than 5 feet tall and no more than 5 feet wide, and there is horizontal separation between plants of 3 to 5 times the height of residual plants and/or trees.
- All shrubs/brush species that are within the dripline of an overstory tree shall be removed.
- All brush shall be cut at the base of the plant, just above ground level while leaving the rootball intact.
    - Remaining stumps shall be no taller than 4 inches above ground.
- The criteria for brush species retention are provided in the Prescription in Appendix A.
- 100% of brush treated under this contract shall be chipped and/or masticated and broadcast on-site.
    - Chipped and/or masticated material shall be spread as evenly as possible to an average depth of 6 inches; the maximum allowable depth is 12 inches.

10.1.1.4. Understory Fuels

- 90% of understory fuels (weeds, creeping plants, re-emerging shrubs, etc.) over 1-inch dbh and greater than 1 foot in height shall be removed to just above ground level.

11. TREATMENT METHODS – CALL ORDER DESCRIPTIONS

To implement the Project, the contractor may use one or a combination of the treatment methods described below. The contractor will be reimbursed per-acre completed according to the Performance Requirements standards. Treatment methods to be used will be proposed by the contractor and approved by the COR in a Work Plan as described in paragraph 14.2. Only one treatment type per acre is reimbursable under this contract, unless otherwise provided in writing by the CO. Per-acre Unit prices shall be established in the BPA price schedule. Any changes to pricing must be approved by the Contracting Officer.

Each Call Order Description/Task described below will coincide with a Call Order Line Item, which will be reflected in the final Price Schedule. The contractor shall perform the following tasks:

TASK 1 FLAGGING

Project boundaries shall be clearly flagged by the Contractor in fluorescent orange, or a color mutually agreed upon by the COR and Contractor. If flagging is not feasible, the Project boundaries should be surrounded by clear road boundaries. Watercourse and Lake Protection Zones (WLPZ) will be delineated in blue flagging (refer to Appendix A Item 6F for Watercourse Protection Guidelines).

Geospatial data outlining the work areas will be provided by the COR and shall be outlined at each Project site by the Contractor prior to beginning work. Work shall not occur outside of Project boundaries. If there is a question on location of Project boundaries, the contractor shall contact the COR prior to working in an area where the boundary is not clearly delineated.

TASK 2 ENVIRONMENTAL MONITORING

The contractor shall provide a **qualified biologist** to **survey the work area** not more than five days ahead of the anticipated work commencement and flag nest sites for avoidance if work is to be performed during the nesting season (March 1 – August 31). All monitoring should be done using the guidelines in the Nesting Bird Avoidance and Monitoring Measures for Vegetation Removal and Construction Activities in CCAO document (See Appendix C).

- A qualified biologist is a person who at a minimum, holds a bachelor's degree in biological or environmental science, natural resources management, or related discipline; field experience.
    - The Contractor shall provide evidence to the COR that persons serving as a qualified biologist meet the standards described above.

TASK 3 HAND CREWS & CHIPPING – SLOPES LESS THAN 50%

The following Task will apply to hand crew and chipping work on slopes that are **less than 50 percent** gradient. The contractor may employ a hand crew using a variety of hand tools and techniques for cutting, felling, pruning, collecting, winching, raking, loading, and pulling vegetative material to implement SFB construction and maintenance standards described in Paragraph 10. These practices shall be performed in a manner that prevents damage to residual vegetation.

Hand crews shall be supplemented by a chipper to redistribute treated vegetative material on-site. The Contractor shall employ a tracked chipper, or a combination of tracked and tow-behind chippers, with a

minimum 14-inch diameter capacity for processing vegetative material removed in implementation of the treatment.

- The tracked chipper may be used in all areas that are deemed feasible by the Contractor.
- A tow-behind chipper may be used on established roads and trails as needed. Passage on certain roads and trails may be blocked by vegetative material, requiring the Contractor to perform hand work to gain passage.
- If there is an area(s) where material cannot be chipped due to topographic limitations, safety concerns, or environmental barriers, the Contractor shall notify the COR and coordinate alternative treatment methods.
    - Chipped material shall be spread as evenly as possible to an average depth of 6 inches; the maximum allowable depth is 12 inches. Chips shall not be broadcast onto roads, trails, or into watercourses.
- The overall quantity of acres to be treated by hand crews at each project site will be determined in coordination with the Contractor and COR and will be reflected in each Work Plan.

Task 4 Hand Crews & Chipping – Slopes Greater than 50%

The following Task will apply to hand crew and chipping work on slopes that are **greater than 50 percent** gradient. The contractor may employ a hand crew using a variety of hand tools and techniques for cutting, felling, pruning, collecting, winching, raking, loading, and pulling vegetative material to implement SFB construction and maintenance standards described in Paragraph 10. These practices shall be performed in a manner that prevents damage to residual vegetation.

Hand crews shall be supplemented by a chipper to redistribute treated vegetative material on-site. The Contractor shall employ a tracked chipper, or a combination of tracked and tow-behind chippers, with a minimum 14-inch diameter capacity for processing vegetative material removed in implementation of the treatment.

- The tracked chipper may be used in all areas that are deemed feasible by the Contractor.
- A tow-behind chipper may be used on established roads and trails as needed. Passage on certain roads and trails may be blocked by vegetative material, requiring the Contractor to perform hand work to gain passage.
- If there is an area(s) where material cannot be chipped due to topographic limitations, safety concerns, or environmental barriers, the Contractor shall notify the COR and coordinate alternative treatment methods.
    - Chipped material shall be spread as evenly as possible to an average depth of 6 inches; the maximum allowable depth is 12 inches. Chips shall not be broadcast onto roads, trails, or into watercourses.
- The overall quantity of acres to be treated by hand crews at each project site will be determined in coordination with the Contractor and COR and will be reflected in each Work Plan.

TASK 5 MASTICATION

Contractor may employ a masticator to grind, shred, chop, or mulch targeted vegetative material into small chunks or pieces to implement the SFB treatment standards described in Paragraph 10. The specified equipment configuration shall be determined by the Contractor. The Contractor should consider the Project site characteristics to make appropriate equipment configuration selection.

- Mastication operations are not permitted on slopes greater than 35%.
    - A map of slopes above and below 35% for each of the 8 SFB sites are provided in Exhibit A.
- Mastication operations will require supplemental work by hand crews to prune residual trees and cut brush away from residual trees to fulfill the Performance Requirements standards. Per-acre pricing for mastication operations shall include supplemental work by hand crews.
- The overall quantity of acres to be treated by mastication at each project site will be determined in coordination with the Contractor and COR and will be reflected in each Work Plan.

TASK 6 HERBICIDE APPLICATION

The Contractor may apply herbicide application in the post-treatment control of invasive vegetation and sprouting tree and brush species regrowth, consistent with the herbicide application guidelines and associated BMPs in Appendix B. Under this contract, the per-acre costs for herbicide application shall include the cost of the chemical.

- The overall quantity of acres to be treated using herbicides at each project site will be determined in coordination with the Contractor and COR and will be reflected in each Work Plan.
- Herbicide applications shall be performed by individuals possessing a Qualified Applicator Certificate or Qualified Applicator License.
    - The Contractor shall provide evidence to the COR of current License/Certificate for all persons applying herbicides under this contract.

<u>Biobased Products</u>

To the maximum extent practicable and consistent with performance requirements, the Contractor shall utilize USDA-designated biobased herbicide products in accordance with FAR 52.223-1, Biobased Product Certification, and FAR 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.

If a USDA-designated biobased herbicide product is not available, does not meet performance requirements, or is otherwise unsuitable for the intended application, the Contractor may propose an alternative product for Government approval.

12. GOVERNMENT FURNISHED PROPERTY

No Government-furnished property will be issued or provided to the Contractor under this contract. The Contractor shall be responsible for furnishing all equipment, materials, and supplies necessary to perform the work as specified herein.

12.1. Access to Project Area

The COR will be responsible for ensuring that the Contractor is granted access to the Project Area through all Reclamation gates and locks. This access is necessary for the Contractor to perform the required work as specified in the contract. The COR will coordinate with relevant personnel to arrange for entry and will address any access-related issues that may arise during the project period.

13. DELIVERABLES

Description	Content	Medium	Delivery
Contractor shall provide the COR with monthly invoices for work being billed for the respective month.	Monthly invoices should at a minimum identify the treatment types used; quantity of acres treated for each treatment type, dates, and dollar value.	MS Word, and .pdf	Via SAM.gov system
Contractor shall provide the COR progress reports at the end of each month of worked that detail the work being billed for the respective month.	Monthly progress report should at a minimum, identify the dates worked; treatment methods used; maps displaying the location and quantity of acres treated.	Progress reports shall be delivered via MS Word or .pdf	Via email to the COR and CO NLT COB 5 days after the end of the calendar month.
Contractor shall provide the COR with maps and geospatial data that detail the work being billed for the respective month.	Maps should at a minimum display/outline the area(s) treated, quantity of acres treated, and dates	MS Word, .pdf, ESRI-compatible shapefile	Via email to the COR NLT COB 5 days after the end of the calendar month.
Contractor shall provide before and after photos representative of the acres before and after the treatment.	Contractor will provide photo documentation (.jpeg) and map locations (shapefiles) to illustrate compliance in (approximately) 5-10 acre-areas completed as work progresses.	MS Word, .pdf, .jpeg (or similar file format), ESRI-compatible shapefile	Via email to the COR NLT COB 5 days after the end of the calendar month.

14. QUALITY CONTROL/QUALITY ASSURANCE

14.1. Project activities will be implemented by the Contractor consistent with Paragraphs 10 & 11, Appendix A, B and C and in accordance with the Work Plan. Changes or deviations from the Work Plan are allowable only if requested in writing by the Contractor (if requested by Contractor) and approved in writing by the COR.

14.2. Contractor and COR will develop comprehensive Work Plans that outline desired worksites over successive 90-day periods. The Work Plan will include maps and dates of specific locations where the Contractor intends to implement Project activities over a 90-day period. The Work Plan will be continually updated throughout the life of the BPA and will be approved by the COR not more than every 60 days after completion of initial Work Plan. Work shall not commence until the contractor and COR have both signed and approved of each Work Plan.

14.2.1. Work Plan Content

The Work Plan shall include, at a minimum, the following elements:

1. Means and Methods

A detailed description of the techniques, procedures, and operational strategies the contractor will employ to perform wildfire mitigation activities. This includes but is not limited to:

- Vegetation management (e.g. thinning, pruning, removal)
- Fuel reduction implementation methods
- Erosion control and site stabilization
- Debris disposal and site cleanup

2. Equipment Utilization

A list of all major equipment and tools to be used, including:

- Type, make, and model of equipment
- Quantity and availability
- Purpose and function of each item in relation to the work

3. Staffing Plan

A breakdown of personnel assigned to the Project, including:

- Labor categories and number of personnel per category
- Roles and responsibilities
- Certifications or qualifications relevant to wildfire mitigation
- Organizational structure and lines of communication

4. Estimated Timeframes

A schedule outlining the estimated duration for each major task or phase of work, including:

- Mobilization and demobilization

- Site preparation
- Execution of mitigation activities
- Final inspection and reporting

5. **Maps & Photos**

The contractor shall include maps that depict the work area they intend to complete. At a minimum, the maps shall include:

- A polygon that outlines the intended work area
- Acres of intended treatment areas
- Breakdown of acres to be treated by method of implementation

6. **Safety and Environmental compliance**

A summary of safety protocols and environmental protection measures to be implemented during operations, in accordance with applicable federal, state, and local regulations.

7. **Review and Approval**

The Government will review the submitted Work Plan(s) for adequacy and compliance with contract requirements. The contractor shall revise and resubmit the Work Plan as necessary based on Government feedback. No field work shall commence until the Work Plan is approved in writing by the COR or designated representative.

a. Contractor shall notify the COR in writing no less than two weeks in advance when proposing to commence Project activities at specific SFB sites, and prior to demobilizing from an SFB site. The COR will provide written acceptance or acknowledgement no less than one week after receiving notification from the Contractor.

15. QUALITY ASSURANCE MONITORING

a. The Government will monitor the contractor's performance to assure that the performance thresholds and standards of performance are met in accordance with the statement of work. In accordance with **FAR 52.212-4:**

    i. "Inspection/Acceptance" 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 re-performance of nonconforming services at no increase in contract price.

b. The contractor service requirements are summarized as performance objectives in paragraph 10 that relate directly to mission essential items. The performance standards describe the minimum acceptable levels of the service required for each task. These thresholds are critical to mission success.

c. The COR will evaluate the services required by each task to ensure compliance.

d. The contractor shall perform all work required in accordance with performance objectives. The COR will not consider the task complete until all deficiencies have been corrected.

e. If the COR receives complaints from neighbors, they will be passed to the contractor's quality inspector for correction.

The absence of or the inclusion of a Performance Standard for any contract requirement shall not detract from its enforceability or limit the rights or remedies of the government under any other provision of the contract.

Performance Objective	**Performance Standard**	**AQL**
Herbicide application	Applied only in approved treatment areas and according to approved Work Plan and Appendix B requirements	100% compliance
Applicator qualifications	Applicators maintain required licenses/certifications throughout performance	100% compliance
Herbicide coverage	Target treatment areas receive application consistent with Work Plan requirements	98% compliance
Environmental compliance	No unauthorized application in exclusion zones, watercourses, or protected areas	100% compliance

II. REFERENCES

Number	Title and Edition	Date	Source
1.	Appendix A: Fuels Reduction Prescription for Five Year Fuels Reduction Project – as provided in the California-Great Basin (CGB) National Environmental Protection Act (NEPA) Environmental Assessment (EA) for the Five-Year Fuels Reduction Management for Auburn Project Lands Construction and Maintenance of Shaded Fuel Breaks (CGB-EA-2022-043)	March 2023	EA/FONSI: CGB-EA-2022-043 Five-Year Fuels Reduction Management for Auburn Project Lands Construction and Maintenance of Shaded Fuel Breaks
2.	Appendix B: Fuel Reduction Best Management Practices & Conservation Measures for Auburn Project Lands	December 2023	Auburn Project Fire Management Plan

3.	Appendix C: Nesting Bird Avoidance and Monitoring Measures for Vegetation Removal and Construction Activities in CCAO Federal Action: Authorization of Vegetation Removal and Construction Activities on Federal Lands	December 2023	Auburn Project Fire Management Plan
4.	Exhibit A: Project Maps	December 2023	Auburn Project Fire Management Plan

APPENDIX A

Shaded Fuel Break Prescription for Auburn Project Lands

1 SHADED FUEL BREAK PRESCRIPTION: AUBURN PROJECT LANDS

All SFBs constructed and maintained along the WUI of the APL are intended to provide increased wildland fire protection for the communities and neighborhoods situated within the WUI in the event a wildland fire ignites in the American River Canyon. The SFB treatments described in this document are the most recent guidelines for SFBs fuel load management in the APL WUI areas. The objective of creating a SFB is to help slow down the rate of fire spread across this area. SFBs, unlike disked fire breaks, clear out the understory vegetation in an area using specific treatment techniques that are suitable to the material being treated such as mowing, pruning, vegetation removal, and chipping.

Auburn Project Lands/ Urban Interface Generalized Site Characteristics: The APL is situated atop the North Fork American River Canyon, in the Sierra Nevada Mountain Foothills. Elevations range between 1,100-2,800+ feet above sea level, with slopes ranging between 0-90%. The geography in and around these lands is characterized by steep canyons with sharp drops, jagged cliffs, and numerous intermittent and perennial drainages. These drainages, also known as “chutes” or “chimneys” are very steep, V-shaped canyons with dense fuel loads of native and invasive vegetation, which can encourage fierce fire behavior. These drainages present exceptionally challenging fire suppression efforts, and there is often limited success in fire suppression because of the steep terrain and erratic fire behavior.

American River Canyon Wind Patterns: Winds moving through the American River Canyon are typically west to east with a southerly component and follow the diurnal patterns of up-slope/up canyon in the daytime and down-slope/down canyon at night. The vegetation variation in the canyon is strongly affected by the differences in temperatures and precipitation between low and high elevations. There are large transitions in fuels, and some areas may experience high rates of fire spread. Because many of the canyons and drainages are also west to east oriented, the winds in these canyons can be extremely strong and will funnel through these drainages, creating extremely hot, rapid and volatile fire behavior.

Canyon Surface Soils: Soils are generally well-drained, silty, sandy and gravelly mixtures developed over either granitic or metamorphic bedrock. Higher elevation soils are thin with numerous outcroppings of igneous and metamorphic rock and have limited permeability.

General Canyon Rim Oak Woodland Ecosystem: The vegetative arrangement within the APL consists primarily of oak woodlands, chaparral, coniferous forests, and grasslands. A type-specific list of primary vegetation types is listed below:

- *Foothill Woodland*: live oak, blue oak, gray pine, and some chaparral on south-facing slopes.
- *Valley Grassland*: wild oat, soft chess, common foxtail, and red brome.
- *Chaparral*: manzanita, chamise, toyon, ceanothus, and shrub varieties of various oaks.
- *Ponderosa Pine* including: Pacific ponderosa pine, Pacific madrone, California bay, interior live oak, blue oak, Douglas fire, black oak, and canyon live oak.
- *Streamside Woodland:* palustrine (emergent mosses, persistent emergent vascular plants, shrubs or trees cover 30% or more of the habitat; if non-persistent emergent, other non-plant organisms, or no organisms dominate, the wetland is not a riverine nor a lacustrine habitat) forest, dense thickets and thin stringers of palustrine scrub-shrub which includes willow scrub and some elderberry shrubs.

Fuel Break Design Standards: A sound SFB prescription follows three guiding principles:

1. It prescribes specific and measurable targets for fire behavior reduction;

2. It contains site specific considerations tied to wildland fire risk reduction objective; and
3. It aligns with other legal, resource management and non-statutory objectives including all applicable environmental policies and analyses.

Fuel Break Width: When designing a landscape-level SFB, a targeted width is recommended to reduce fire spread and intensity based on fuel types, ignition sources and variations in geographical features such as slope, topography, and access; although, the target width may be extended across the landscape to connect with natural or artificial barriers such as large rock outcrops, wet meadows, roads, canals/watercourses, or areas with low fuel loads or flammability. When possible, SFBs favor locations that are linked to road systems to facilitate firefighting access.

In consideration of the fuel type, fuel density, steep topography, sources of ignition, residential density, limited ingress/egress, prevailing winds, and recorded fire history that exists across the landscape, the targeted width for SFBs in the APL will be 600 feet, measured horizontally from the nearest structure on adjacent private lands onto APL. SFBs may be extended beyond 600 feet in areas where fire activity is likely to increase (in drainages, steep slopes, limited access, etc.), and where natural or artificial barriers exist to aid in fire suppression activities and increase firefighter safety, at reasonable and practicable locations.

Shaded Fuel Break Implementation: Implementation consists of removing or pruning trees, shrubs, brush and other vegetative growth within the Project Area as prescribed. All work will be accomplished by one or a combination of hand crews, biological treatment, mechanical equipment; heavy equipment (where permitted) and/or pile burning/pile mastication on a case-by-case basis as determined by the COR.

Standard Shaded Fuel Break Treatments/Management Criteria: Trees up to the 12-inch dbh class are eligible for removal under this prescription. Due to operational needs, it may be necessary to remove trees with a dbh larger than 12-inches based on forest health and Project objectives, but this will only be authorized on a case-by-case basis after deemed necessary by the COR.

During the initial construction and then continuing during maintenance, removal of dead, dying, diseased, decadent, or dense trees and chaparral species will be prioritized prior to removal of live healthy trees. If healthy small trees and chaparral are removed as a part of the work, spacing criteria will be evaluated for fire prevention so that a spreading from the forest floor is not likely to reach the overhead tree canopy. Individual trees under 12-inch dbh may also be retained for diversity if they do not disrupt Project objectives, but this will only be done on a case-by-case basis after deemed necessary by the COR.

The following measures will be applied for construction of SFBs on APL:

1. **Understory Fuels:** Understory fuels over 1-foot in height are to be removed to develop vertical separation and low horizontal continuity of fuels. Individual plants or pairs of plants may be retained provided there is a horizontal separation between plants of 3 to 5 times the height of the residual plants and the residual plants are not within the drip lines of an overstory tree.
2. **Brush & Mid-Story Fuels:** It is desirable to remove as much brush as possible within the SFB area; however, if individual plants or pairs of plants are desired to be left, leave plants with the following characteristics: young plants less than 5 feet tall and individual or pairs of plants that are no more than 5 feet wide. From a fuels management perspective, retain the following brush species in descending order:

Category 1

- Dogwood
- Redbud

Category 2

- Toyon
- Buckeye
- Coffeeberry
- Lemmon Ceanothus
- Buckbrush (Wedge leaf ceanothus)

Category 3

- Whitehorn Deer brush
- Manzanita
- Chamise
- Yerba Santa
- Scrub Oak
- Non-native species (such as olive, fig, broom, etc.) will be targeted for removal.

3. **Hardwood & Over-story Fuels:** Remove smaller trees (< 12-inch dbh) and retain larger (> 12-inch dbh), more vigorous trees. This approach removes ladder fuels, raises the base of the tree crowns, and increases the spacing between tree crowns. Large trees are more fire-resistant due to thicker bark. This approach tends to shift species composition away from shade-tolerant species that have thin bark and are often abundant in the understory.

    - Thinning from below is a common approach in even-age stands. In cases where an uneven- age stand is desired (a forest containing three or more age classes), a modified approach can be used; however, the presence of young, smaller trees can act as ladder fuels and increase the chances of a crown fire.
    - Trees up to the 12-inch dbh shall be removed to create horizontal and vertical separation from residual trees. Exception to this size limit shall be trees that have significant defect, and/or which do not have a minimum of a 16-foot saw log or trees, such as saplings, that do not present an undesirable effect.
    - Live but defective trees larger than the 12-inch dbh providing cavities for wildlife use may be retained at the CORs discretion.
    - Trees shall be removed to create horizontal distances between residual trees from 20 feet between trunks, and up to 8 to 15 feet between tree crown drip lines. Larger overstory trees (≥ 12-inches dbh) do count as residual trees and, to reduce ladder fuels, shall have vegetation within their drip lines removed.
    - Branches of residual trees shall be pruned to a height of 8 to 12 feet off the forest floor, not to reduce the live crown ratio below 1/2 of the height of the tree.
    - When constructing the SFB, tree canopy opening shall be limited to no more than 60% of the overall SFB canopy.
    - Criteria for residual trees (≥ 12-inch dbh)
    - When pruning oak trees, avoid removing individual limbs of oak trees that are greater than 3 inches in diameter to preserve tree health.

Hardwood trees: Leave trees that have vertical leaders and thrifty crowns with at least 1/3 live crown ratio. Retain hardwood tree species in descending order:

- Valley Oak

- Blue Oak
- Black Oak
- Big Leaf Maple
- Madrone
- Live Oaks

Conifers: Leave trees that have single leaders and thrifty crowns with at least 1/3 live crown ratio. Retain conifer tree species in descending order:

- Sugar Pine
- Ponderosa Pine
- Douglas fir
- Knob-cone Pine
- Grey Pine
- White fir
- Incense cedar

Intolerant to shade species have a higher preference as leave trees because their seed will be less likely to germinate in the understory.

4. **Snags**: Snags are a conduit for fire during a wildland fire; however, they also provide excellent wildlife habitat in their natural state. The following is the criteria of when snags shall be retained:

    - 18-inch diameter class or larger and not more than 30 feet in height, and those that are not capable of reaching a road or structure provided there is a separation of at least 100 feet between snags.

5. Wetlands: Wetlands and riparian areas will not be adversely affected for treatment and ground operations.
6. Watercourse and Lake Protection Zone (WLPZ): This ZONE of PROTECTION means a strip of land, along both sides of a watercourse or around the circumference of a lake or spring, where additional practices should be undertaken for the protection of the quality and beneficial uses of water, fish, and riparian wildlife habitat, other forest resources, and for controlling erosion.

WLPZ widths and operational limitations shall be in conformance and consistent with Title 14, California Code of Regulations, 936.5, Procedures for Determining Watercourse and Lake Protection Zone Widths, as approved by the California Board of Forestry, as described below:.

Class I watercourse (Fish bearing): Exclude from equipment operations (except on existing roads) and remove one thousand hour and smaller sized dead fuels (≤ 5 inches in diameter).

Class II watercourse (Aquatic habitat for non-fish aquatic species): Treatment of overstory and the treatment of understory will not reduce vegetative cover below 50%. One thousand-hour and smaller sized dead fuels (≤ 5 inches in diameter) will be removed. Ground based equipment will not operate within the zone except on existing roads. Prune residual trees.

Class III watercourse (No aquatic life present): Full SFB prescription will be implemented but no ground-based equipment will operate within exclusion zones.

The following table may be used to identify the standard width of a WLPZ:

Water Class	Class I	Class II	Class III	Class IV
Characteristics or Key Indicator of Beneficial Use	1) Domestic supplies, including springs, on-site and/or within 100 feet downstream of the operations area and/or 2) Fish always or seasonally present on-site, includes habitat to sustain fish migration and spawning.	1) Fish always or seasonally present offsite within 1,000 feet downstream and/or 2) Aquatic habitat for non-fish aquatic species. 3) Excludes Class III waters that are tributaries to Class I waters.	No aquatic life present; watercourse showing evidence of being capable of sediment transport to Class I and II waters under normal high-water flow conditions after completion of tree operations.	Human-made watercourses, usually downstream of established domestic, agricultural, hydroelectric supplies or other beneficial uses.
Protection Width	150 feet	100 feet	25 feet < 30% slopes; 50 feet > 30% slopes	25 feet < 30% slopes; 50 feet > 30% slopes

APPENDIX B

Best Management Practices & Conservation Measures for Auburn Project Lands

2 Best Management Practices & Conservation Measures

2.1 General BMPs

Trees and brush shall be cut as close to the ground as possible. Residual brush stumps shall not be taller than 4 inches. Residual tree stumps should be as low as possible, but not taller than 6 inches.

- All cut vegetation shall be kept within the Project boundaries. Vegetation falling into ditches, streams, roads, road banks, adjacent properties, or trails shall be removed immediately.
- All equipment, including chainsaws and hand tools, must be cleaned before entering the Project Area to prevent spread of noxious weeds and pathogens. This also applies when moving from an area with a large population of weeds to an area where noxious weeds have not yet colonized.
- All equipment shall be free of leaks, in good operating condition, and have spark arresting equipment or a supercharger.
- All food-related trash items, such as wrappers, cans, bottles, and food scraps, will be removed daily from the Project site.
- Workers will be provided environmental training by the COR to increase their ability to properly identify species of interest (species to avoid).
- The Project will avoid removing any trees greater than 12-inch dbh; if trees greater than 12 -inch dbh needs to be removed, the Contractor will obtain COR approval first.
- Trees eligible for removal are to be cut at the base of the trunk, with the root ball left in place.
- Ground fuels and grasses will be cut to just above ground level in a manner that does not result in soil disturbance.
- Project activities will occur only during daylight hours (one-half hour prior to sunrise and one-half hour after sunset).

2.2 Heavy Equipment-Mastication BMPs

2.2.1 General Heavy Equipment-Mastication BMPs

- Ground-based equipment will optimize the use of existing roads, trails, and landings. Ground-based equipment may be allowed to operate off existing roads and trails if the conditions meet the following parameters and it will not result in detrimental compaction of over 12 percent of a project site. This allowance may be achieved by several ways based on site-specific assessments and includes, but is not restricted to:
- Operation in dry (less than 15% soil moisture) conditions
- When feasible, walk and operate mechanized equipment on mulched or chipped slash material.
- Ground-based equipment operations will occur during the dry season, generally between May 15 through October 15, or as approved by Reclamation. Variations to these dates will be dependent upon review of weather and soil moisture conditions by Reclamation.
- Ground-based equipment operations will shut down immediately if there is potential for sediment movement to waterways due to weather or soil moisture conditions.

- Mechanized equipment must stay at least 50 feet from ephemeral and intermittent streams and 100 feet from perennial streams. These distances may be increased if there are site specific concerns warranting more protection.
- Apply erosion control measures to skid trails and other disturbed areas with potential for erosion and subsequent sediment and silt delivery to waterbodies, floodplains, or wetlands. These practices may include seeding, mulching, water barring, and woody debris placement.

2.2.2 Heavy Equipment-Mastication Soil Conservation BMPs

- Restrict ground-based heavy equipment (e.g., excavators, mulchers, loaders, skid steers, bobcats, etc.) to slopes less than 35%.
- Ground-based heavy equipment may be used on short pitch slopes of greater than 35% but less than 45% when necessary to access benches of lower gradient (length determined on a site-specific basis, generally less than 50 feet).
- When feasible, ground-based equipment will travel across mulched and/or chipped slash material to limit potential for erosion and compaction.
- Damage to soils will be prevented by limiting compacting activities to periods when soils are sufficiently dry to resist damage from the activity.
- Work will be suspended during precipitation events or when observations indicate that saturated soils exist to the extent that there is visible runoff or a potential for causing soil erosion into streams. Cover (e.g., straw mulch or slash) will be used to temporarily stabilize exposed soils during work suspension, as necessary.
- The depth of masticated/mulched/chipped material will be broadcasted to an average of 6 inches and no greater than 12 inches, to control erosion, suppress vegetative re-sprouting and eliminating accumulations of combustible material.

Heavy Equipment-Mastication Refueling, Servicing and Hazardous Chemicals BMPs

- Refuel and service equipment only in designated staging areas.
- Allow temporary refueling and servicing only at approved locations, located well away from streams, rivers, groundwater recharge areas, and waterbodies.
- Develop or use existing fuel and chemical management plans (e.g., Spill Prevention Control and Countermeasures, spill response plan, and emergency response plan) during the project planning phase to identify refueling and servicing location(s) for each site.
- Ensure contractors and/or agency personnel handling fuels and chemicals (i.e., herbicides) have received training in their proper use, handling, storage, and disposal.
- Use suitable measures to avoid spilling fuels, lubricants, cleaners, and other chemicals during handling and transporting.
- Prohibit excess chemicals or wastes from being stored or accumulated in the project area.
- Clean up and dispose of spilled materials according to specified requirements in the appropriate guiding document.

- Report spills and initiate suitable cleanup action in accordance with applicable State and Federal laws, rules, and regulations.

2.3 Herbicide BMPs

The following measures will also apply when applying herbicides:

- Only EPA & California registered herbicides will be permitted for use.
- Herbicides will not be applied when wind speeds exceed 15 miles per hour to prevent drift.
- No herbicide application will occur during a rain event or the 24-hour period following a rain event. A rain event is to be considered precipitation of ¼ inch or more within a 24-hour period.
- Use the appropriate herbicide mixture (dilution ratio appropriate to target species, method of application and/or size of area needing treatment).
- Chemicals will not be applied within 165 feet of an elderberry shrub or any sensitive plant or animal species. Surveys for the special status plant and animal species likely to be affected would be conducted prior to herbicide use according to certain criteria.
- Herbicide applications must be performed by individuals possessing a Qualified Applicator Certificate or Qualified Applicator License, consistent with all Departmental standards and guidelines.

2.4 Exposure to Smoke, Dust and Fumes BMPs

- No visible dust transport shall be permitted outside of Project boundaries. Operations shall be suspended at the direction of the COR if that occurs.
- All motorized equipment shall conform to California Air Resources Board emission standards.

2.5 Noise BMPs

- To mitigate noise impacts to neighbors, equipment operating within 200 feet of a residence may only operate between the hours of 8:00 a.m. and 6:00 p.m.
- If necessary, equipment operations around occupied wildlife habitats identified by the COR or qualified biologist[1] such as nest sites shall be subject to restrictions on timing and location.

[1] A qualified biologist is a person who at a minimum, holds a bachelor's degree in biological or environmental science, natural resources management, or related discipline; field experience

2.6 Transportation and Traffic BMPs

- If Project activities are expected to take place on or near public roads and trails, warning signs shall be posted in work areas to alert oncoming traffic and recreational users to the safety hazards associated with the operation. Signs shall be provided by Contractor.
- Off-road traffic outside of designated Project areas is prohibited.

2.7 Conservation Measures

Conservation measures for Special Status Species[2] or cultural resources described below shall be reviewed with the COR and Contractor prior to the start of work. With all environmentally sensitive areas, identification and avoidance during Project implementation is important. Should any previously unknown sensitive resources be discovered during Project implementation, work in the affected area shall cease and the COR shall be notified immediately.

The Conservation Measures described below will apply to all contract activities:

- If work is to be done during the nesting season (March 1 – August 31), **a qualified biologist provided by the Contractor will survey the work area** not more than five days ahead of the anticipated work commencement and flag nest sites for avoidance.
    - All known and observed nests will be avoided by establishing buffers per guidelines established by the United States Fish and Wildlife Service (USFWS).
- Reclamation will provide environmental awareness training to all field personnel prior to starting work. The training shall include species identification, life history, descriptions, and habitat requirements of federally listed and special status species (SSS) that have the potential to exist within the Project Area. The training shall include an explanation of Federal and State laws protecting listed species and SSS, penalties for violations, benefits of compliance, conservation measures being implemented to protect these species, and reporting requirements.

- There are no known locations of SSS within the Project Area; however, if a SSS is found within the Project Area, the Contractor shall notify the COR immediately; buffers and/or limits on location and timing of operations will be implemented consistent with recommendations provided by the USFWS.
- Stop work authority will be granted to all project personnel if a potential SSS is located. Upon discovery of a potential SSS, all work in the area that may result in take will cease until the potential SSS leaves the Action Area[3]. If the potential SSS does not leave the Action Area, a qualified biologist provided by Reclamation will be summoned to determine the species. If the animal is determined to be an SSS, the COR will issue a written Stop Work Notice and work will not resume until the SSS has left the area where take pursuant to the Federal Endangered Species Act could occur.

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[2] Special Status Species describes species that are considered rare or those protected pursuant to the Federal Endangered Species Act of 1973.

[3] The Action Area is defined by federal regulation as all areas to be affected directly or indirectly by the Federal action and not merely the immediate area involved in the action (50 CFR §402.02).

- Trampling of milkweed shall be avoided.

2.7.1 Conservation Measures for Cultural Resources

- There are no known cultural resources within the Project Area.
- Any and all cultural resources discovered by Reclamation will be designated on the ground with flagging by the COR or a Reclamation Archaeologist and reviewed with Contractor prior to the start of work. Within these protection zones, the following shall apply:
  - Pile burning and use of the tracked chipper are prohibited within these zones EXCEPT on existing roads and trails.
  - Wood chips may be cast into protection zones from existing roads or other areas outside of the protection zone boundary, but they should not be cast on historic-era buildings.
- If operations discover previously unknown archaeological sites, operations shall cease within 100 feet of the site, and the Contractor shall immediately notify the COR.

APPENDIX C

Nesting Bird Avoidance and Monitoring Measures for Vegetation Removal and Construction Activities in CCAO

NESTING BIRD AVOIDANCE AND MONITORING MEASURES FOR VEGETATION REMOVAL AND CONSTRUCTION ACTIVITIES IN CCAO

Federal Action: Authorization of Vegetation Removal and Construction Activities on Federal Lands

These measures apply to vegetation removal and construction activities at all facilities and lands managed within the Bureau of Reclamation, Mid-Pacific Region, Central California Area Office.

Vegetation removal, trimming, grading of vegetated areas, and construction activities associated with the Proposed Action should be conducted outside of the nesting season (between September 1 and February 28) to the maximum extent practicable. If this is not done, the following measures are required to avoid impacts to active nest sites protected by the Migratory Bird Treaty Act (MBTA):

- If vegetation removal, vegetation trimming, or construction activities are initiated during the nesting season (typically between March 1 to August 31) (Reclamation 2013), a pre-construction nesting survey shall be conducted by a qualified biologist[1] no more than five days prior to the scheduled activity.
    - If no birds are observed nesting within 500 feet of project activities, the biologist would document the results of the pre-construction survey in a report and send it to the address below within 30 days following the survey. No further monitoring will be required

      Bureau of Reclamation
      Central California Area Office
      Attn: CC-400
      7794 Folsom Dam Road
      Folsom, CA 95630-1799
    - If an active nest or breeding behavior (e.g., courtship, nest building, territorial defense, etc.) is detected during surveys, no project activities should be conducted until nestlings have fledged, the nest fails, or breeding behaviors are no longer observed. The biologist shall contact Reclamation by phone or email within one day following the survey. If the activity must occur, an appropriate buffer based on the needs of the species observed, the proposed activity, and habitat type shall be established around the nest (generally no less than a 50 foot buffer zone). The biologist would delineate the buffer zone with construction tape or pin flags to identify the buffer zone of the active nest. The biologist would submit a report documenting the pre-construction survey results, buffer determinations, and actions taken to the above address within 30 days following the survey.
- In the event that project activities cause a nesting bird to vocalize, make defensive flights at intruders, get up from a brooding position, or fly off the nest, the buffer zone will be increased such that activities are far enough from the nest to stop the agitated behavior. The buffer zone will remain in place until the chicks have fledged and left the area or as otherwise determined

by a qualified biologist. The biologist would submit a report documenting the new buffer determination and actions taken to the above address within 30 days following the establishment of the new buffer.

- Guidance from the USFWS would be requested by CCAO for a reduced buffer zone if establishing a 50-foot buffer zone is impractical.
- If the project site is inactive at any time for more than 7 days or if a new breeding season has begun during construction inactivity, another nesting survey shall be conducted prior to re-initiation of work onsite. Exclusionary netting, or another type of exclusionary material, can be installed over standing equipment and materials to prevent nesting from being initiated during construction inactivity. The installation of exclusionary materials shall be monitored by a qualified biologist and inspected daily for the duration of the exclusion period to minimize potential harm or injury to birds.[2]
- Even though a pre-construction survey is not required outside of the nesting season (between September 1 and February 28), if an active nest is observed within the project site during that timeframe, no project activities should be conducted until nestlings have fledged, the nest fails, or breeding behaviors are no longer observed. The qualified biologist shall contact Reclamation by phone or email within one day following the nest observation. If the activity must occur, an appropriate buffer based on the needs of the species observed, the proposed activity, and habitat type shall be established around the nest (generally no less than a 50 foot buffer zone). The biologist would delineate the buffer zone with construction tape or pin flags to identify the buffer zone of the active nest. The biologist would submit a report documenting the nest location information and buffer determination to Reclamation's CCAO office within 30 days following the discovery of the nest.
- If Swainson's hawks (Buteo swainsoni) are known to occur within ½ mile of the project area, surveys would be conducted according to Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley (Swainson's Hawk Technical Advisory Committee 2000) prior to conducting any vegetation removal, vegetation trimming, or construction activities.

The Bald and Golden Eagle Protection Act (16 U.S.C. 668-668c) prohibits take of bald (*Haliaeetus leucocephalus*) and golden eagles (*Aquila chrysaetos*), including their parts, nests, or eggs. For guidance regarding bald and golden eagle protection, the National Bald Eagle Management Guidelines (USFWS 2007) and Interim Golden Eagle Inventory and Monitoring Protocols; and Other Recommendations (Page l et al. 2010) shall be followed.

References

Bureau of Reclamation (Reclamation). 2013. Avian Monitoring Study Results – 2013. Folsom Dam Safety/Flood Damage Reduction Project, Folsom, CA. December 2013.

Pagel, J.E., D.M. Whittington, and G.T. Allen. 2010. Interim Golden Eagle inventory and Monitoring Protocols; and Other Recommendations. Division of Migratory Bird Management, U.S. Fish and Wildlife Service

Swainson's Hawk Technical Advisory Committee. 2000. Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley. May 31, 2000.

U.S. Fish and Wildlife Service. 2007. National Bald Eagle Management Guidelines. May 2007.

[1] A person is considered a qualified biologist for the purposes of conducting pre-construction nesting bird surveys if they fulfill the following requirements: completion of a 4-year degree from an accredited university in wildlife biology or natural resources; demonstrated field identification capabilities; and knowledge of the basic life history of western bird species.

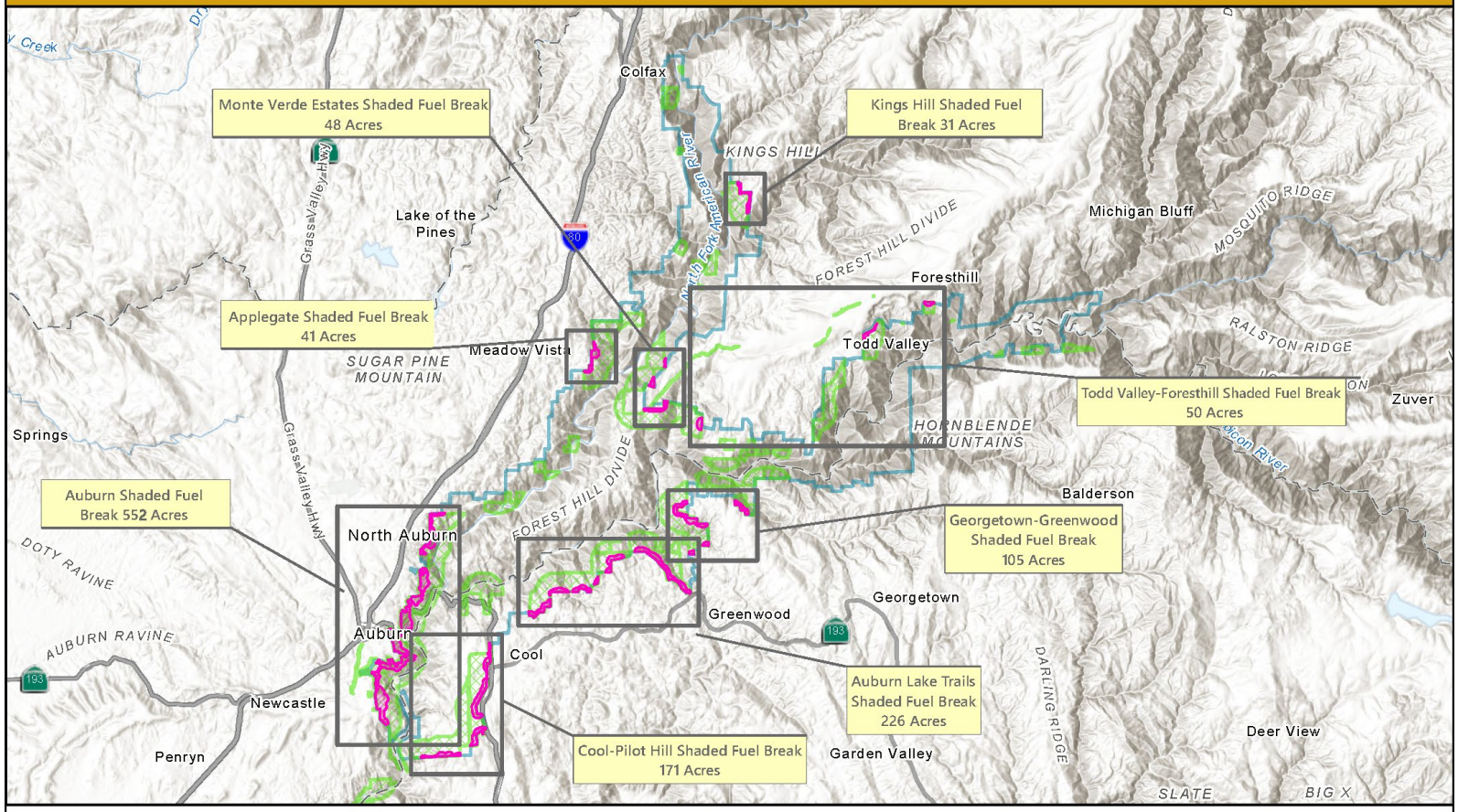
[2] In the event that a bird requires extraction from exclusionary material, the qualified biologist is required to be in possession of a federal migratory bird permit to allow for handling activities.

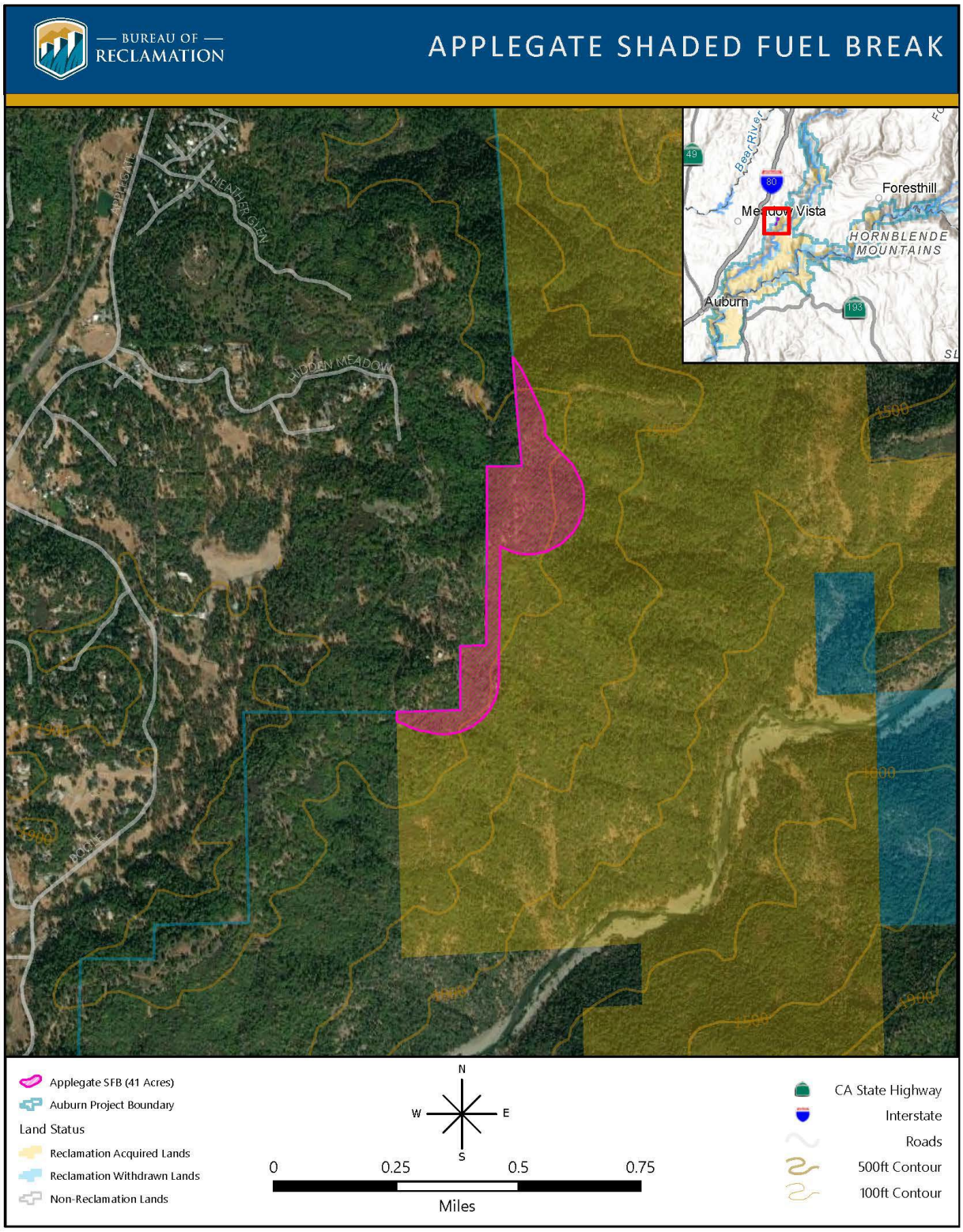
3 EXHIBIT A: APL SHADED FUEL BREAK MAPS

BUREAU OF RECLAMATION

AUBURN PROJECT LANDS

Shaded Fuel Breaks & Wildland-Urban-Interface





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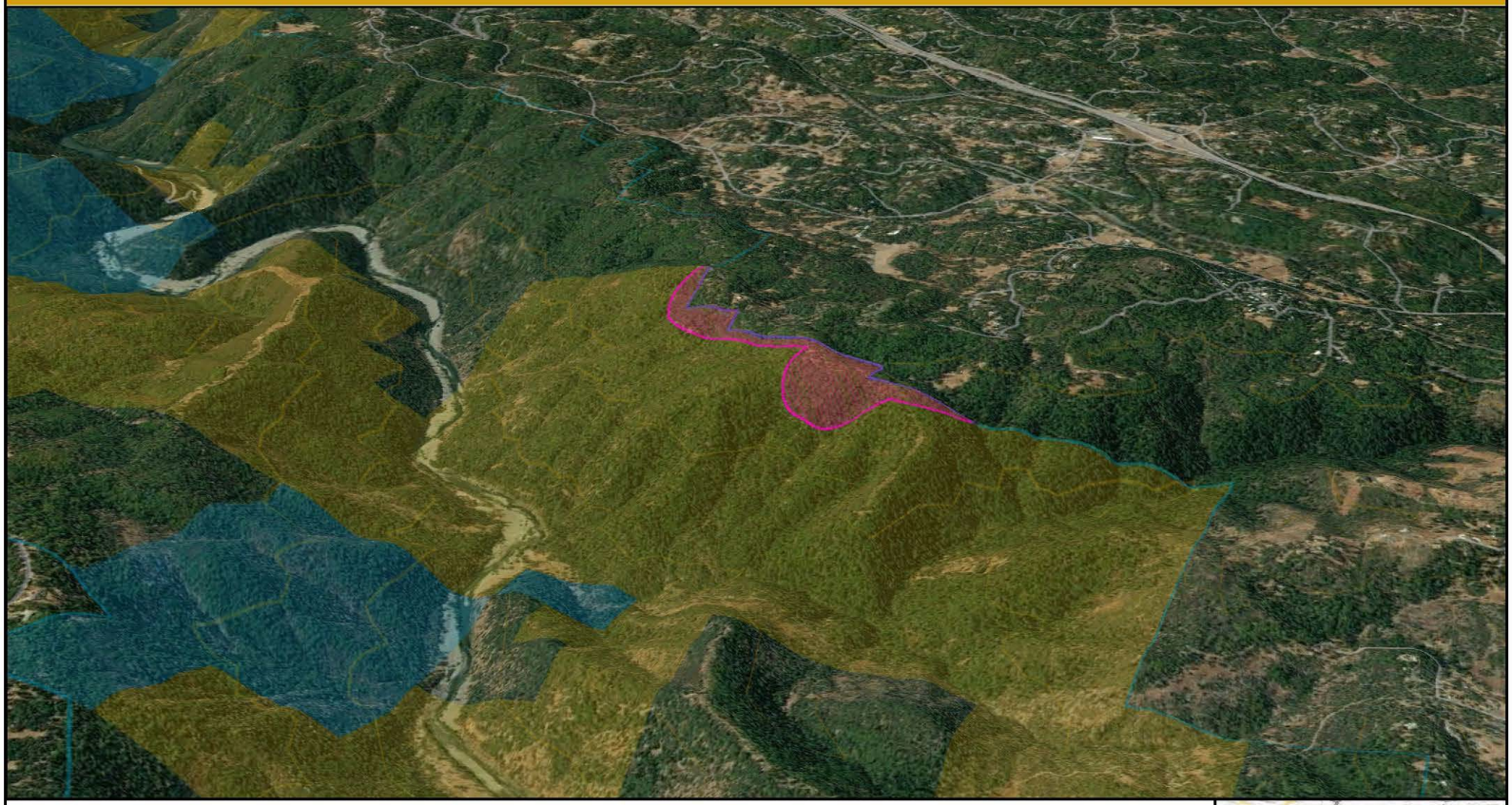
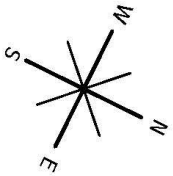
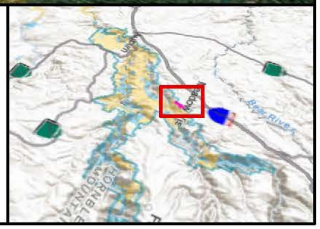
BUREAU OF RECLAMATION

APPLEGATE SHADED FUEL BREAK



Applegate SFB (41 Acres)
Auburn Project Boundary
Reclamation Acquired Lands
Reclamation Withdrawn Lands
Non-Reclamation Lands
Interstate
CA State Highway
Roads
500 ft. Contour
100 ft. Contour





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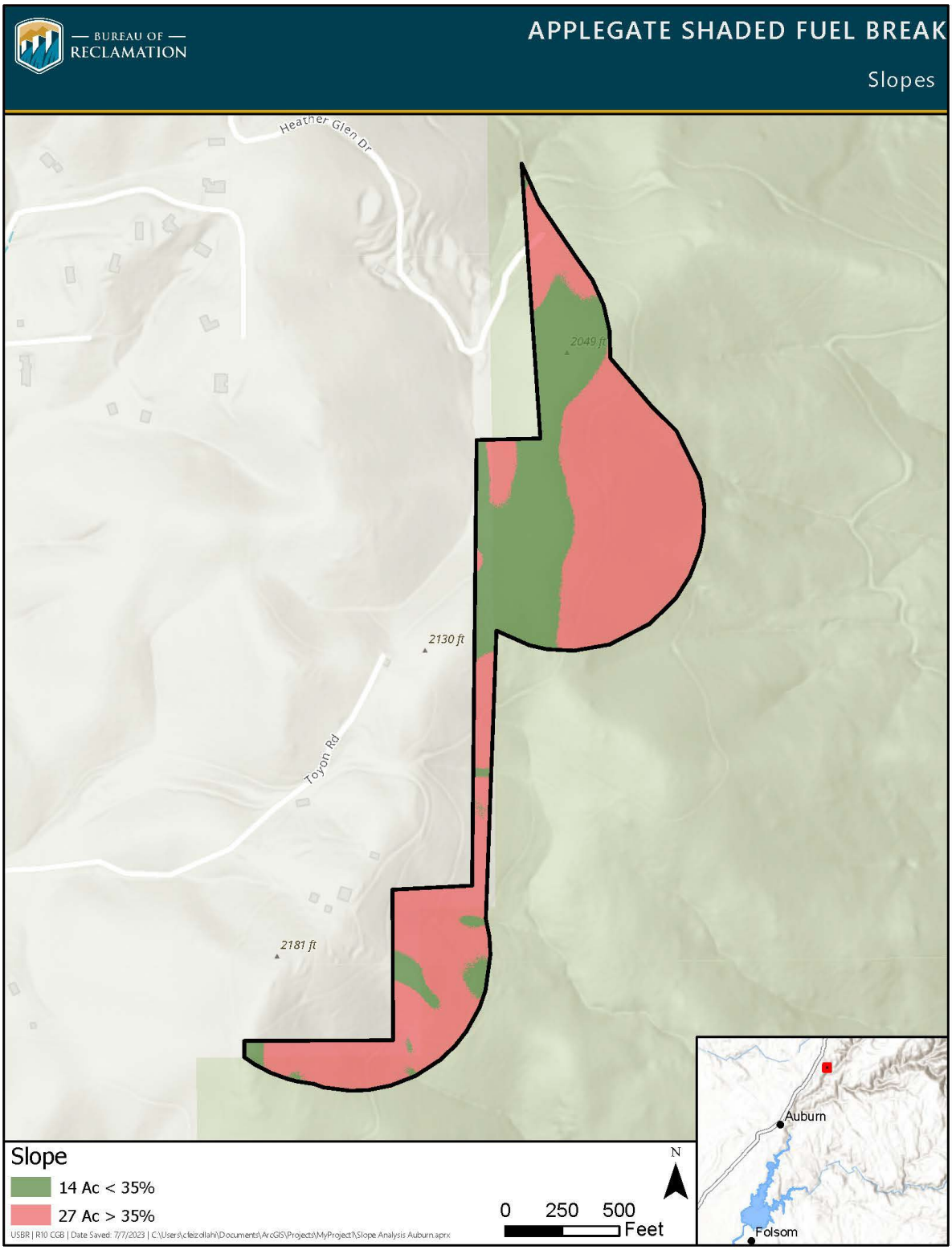
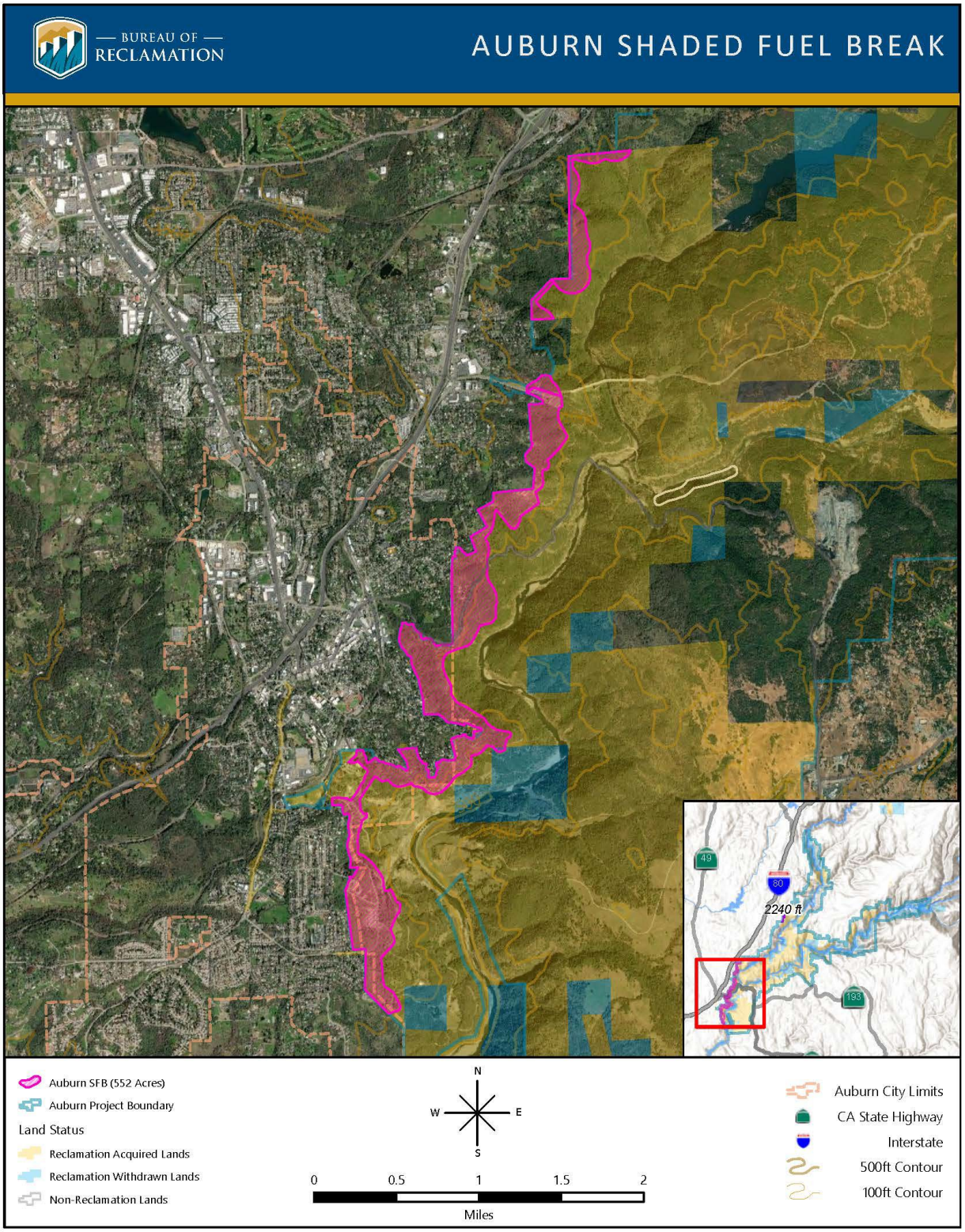

BUREAU OF RECLAMATION
APPLEGATE SHADED FUEL BREAK
Slopes
Heather Glen Dr
2049 ft
2130 ft
Toyon Rd
2181 ft
Slope
14 Ac < 35%
27 Ac > 35%
N
0 250 500
Feet
Auburn
Folsom
USBR | R10 CGB | Date Saved: 7/7/2023 | C:\Users\cleizollah\Documents\ArcGIS\Projects\MyProject1\Slope Analysis Auburn.aprx

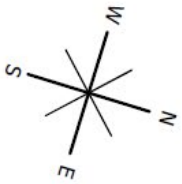


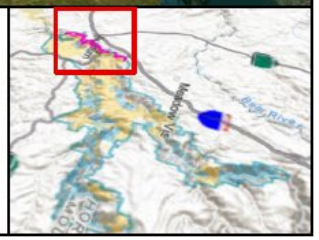
USBR - R10 CGB | 12/12/2022 | W:\GIS\CCAO Users\jhutchings\Final Maps\1Auburn Project Lands FMP\APL Master Template.aprx

BUREAU OF RECLAMATION

AUBURN SHADED FUEL BREAK

Auburn SFB (552 Acres)
Auburn Project Boundary
Reclamation Acquired Lands
Reclamation Withdrawn Lands
Non-Reclamation Lands
Auburn City Limits
CA State Highway
Interstate
500ft Contour
100ft Contour





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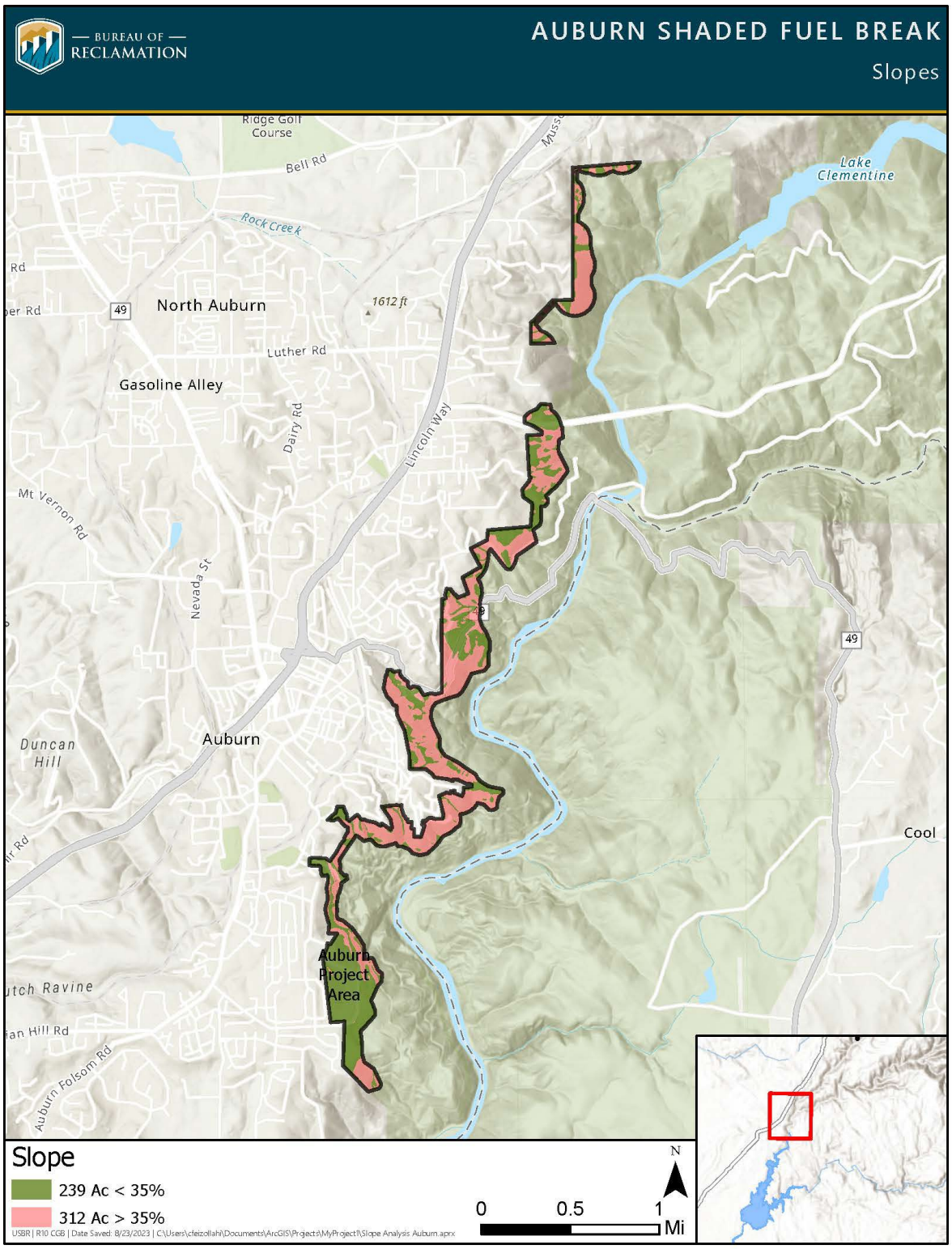
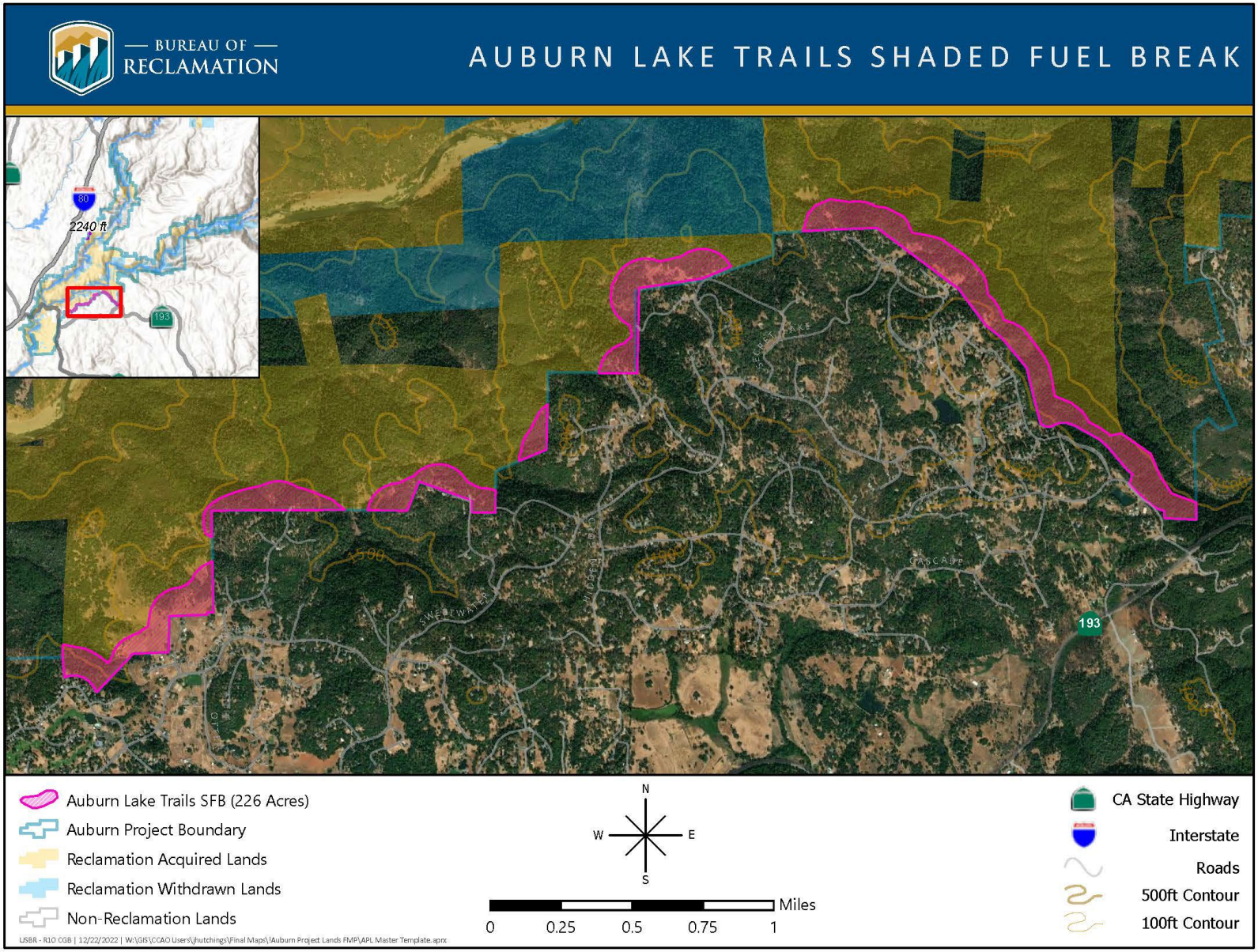
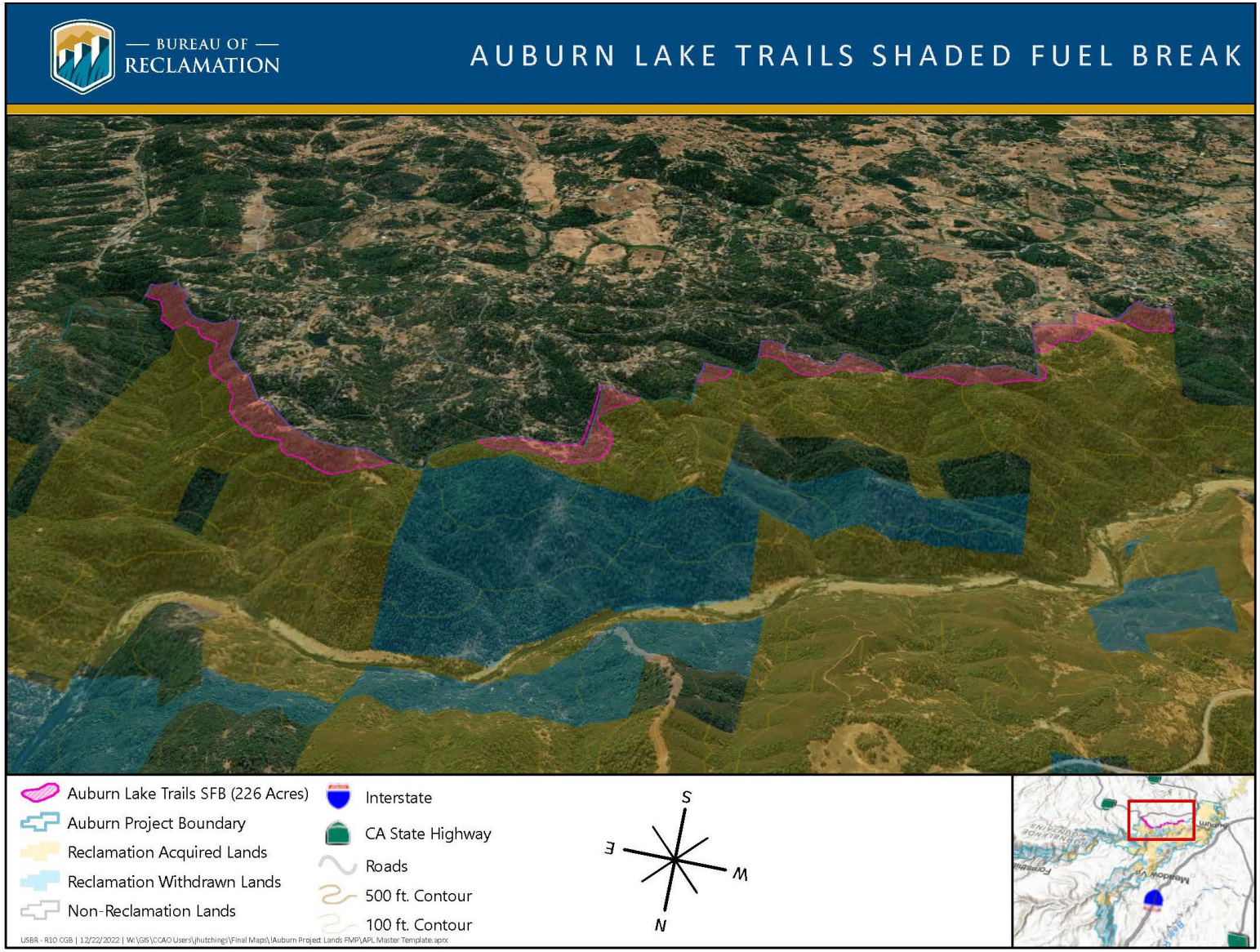
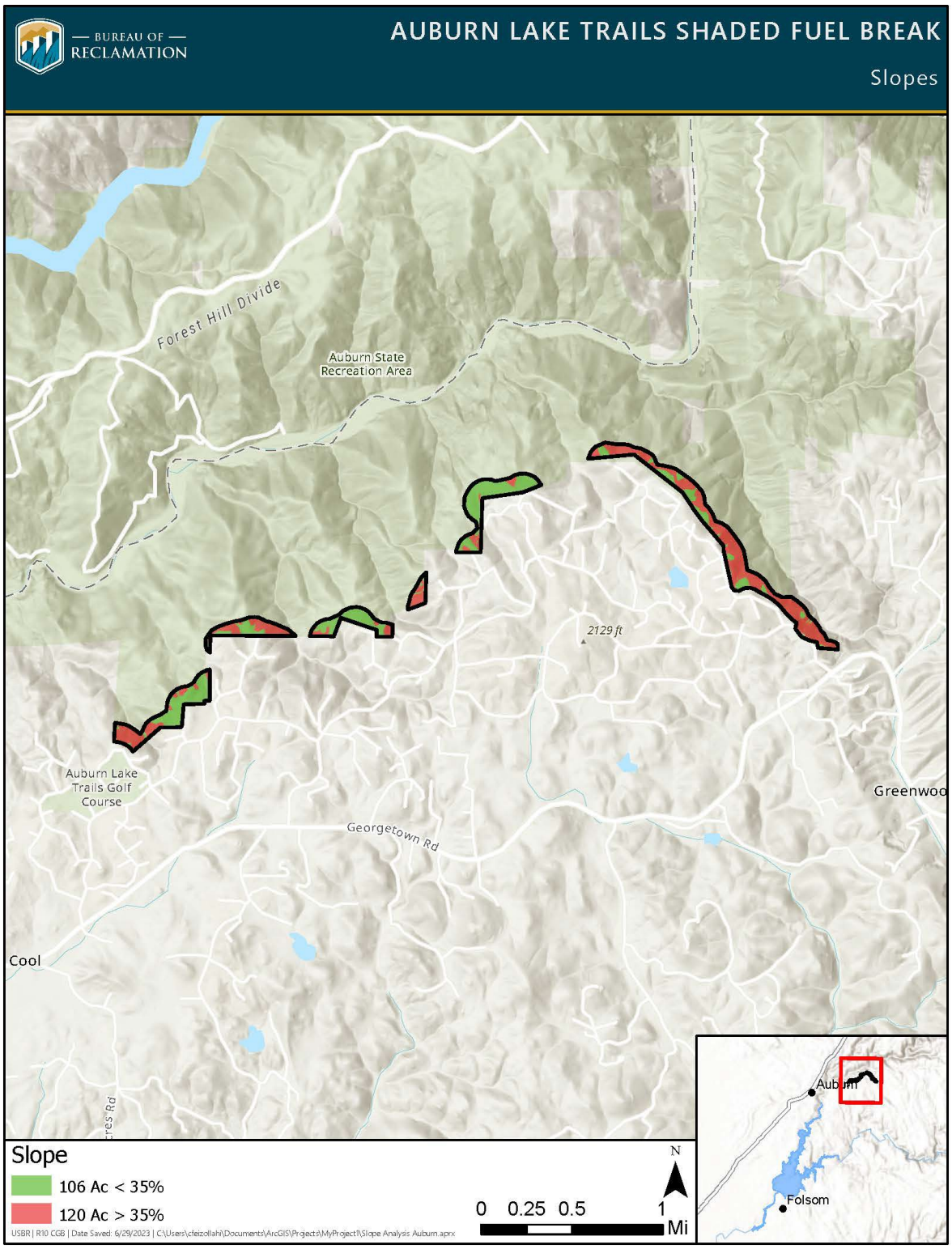
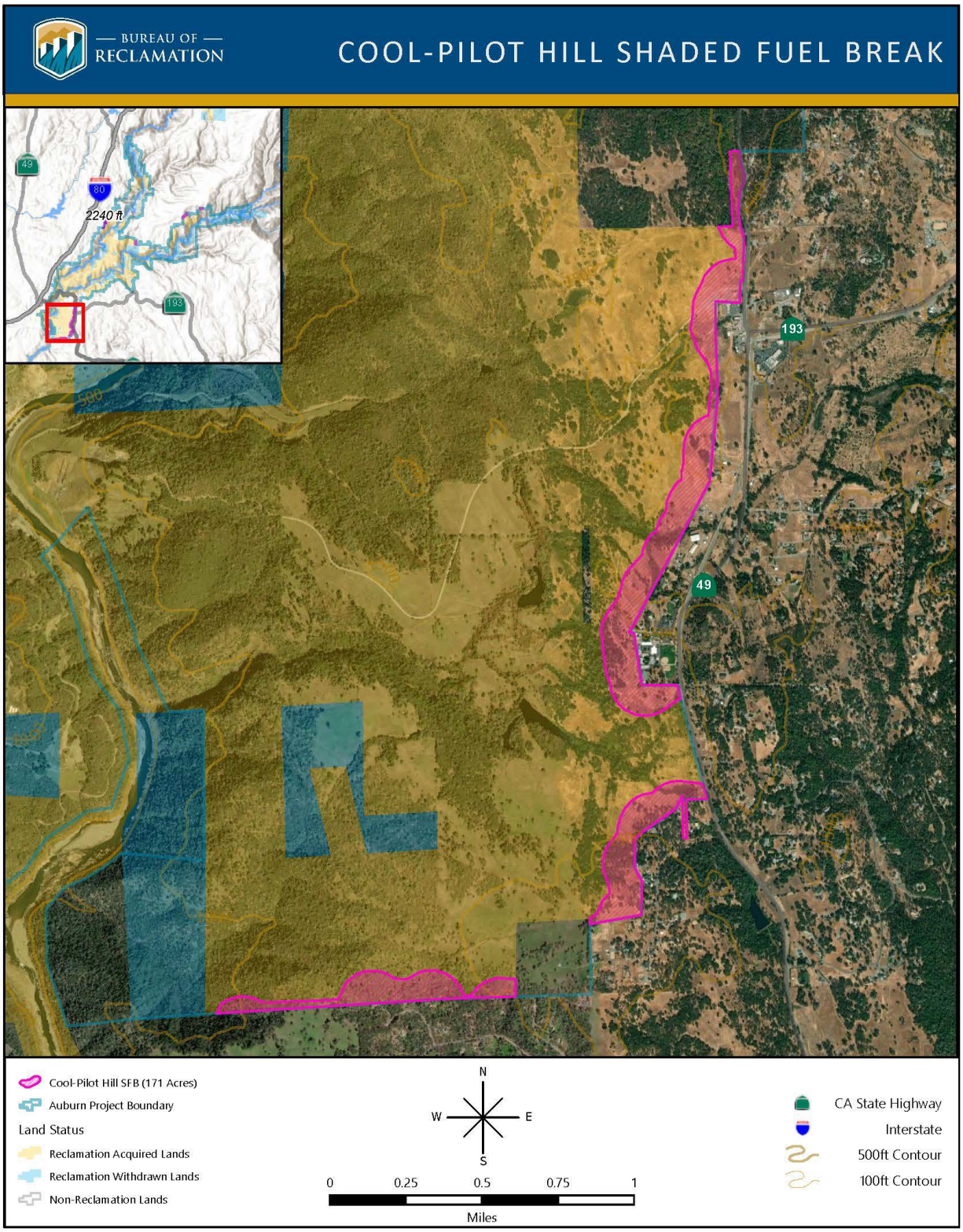

BUREAU OF RECLAMATION
AUBURN SHADED FUEL BREAK
Slopes
Ridge Golf Course
Bell Rd
Rock Creek
Lake Clementine
North Auburn
1612 ft
49
Luther Rd
Gasoline Alley
Dairy Rd
Lincoln Way
Mt Vernon Rd
Nevada St
Duncan Hill
Auburn
Cool
Auburn Project Area
Auburn Folsom Rd
Slope
239 Ac < 35%
312 Ac > 35%
0
0.5
1
Mi
N


BUREAU OF RECLAMATION
AUBURN LAKE TRAILS SHADED FUEL BREAK
80
2240 ft
193
SECRET LAKE
CASCADE
SWEETWATER
500
Auburn Lake Trails SFB (226 Acres)
Auburn Project Boundary
Reclamation Acquired Lands
Reclamation Withdrawn Lands
Non-Reclamation Lands
N
W
E
S
Miles
0
0.25
0.5
0.75
1
CA State Highway
Interstate
Roads
500ft Contour
100ft Contour
USBR - R10 CGB | 12/22/2022 | W:\GIS\CCAO Users\jhutchings\Final Maps\!Auburn Project Lands FMP\APL Master Template.aprx


BUREAU OF RECLAMATION
AUBURN LAKE TRAILS SHADED FUEL BREAK
Auburn Lake Trails SFB (226 Acres)
Auburn Project Boundary
Reclamation Acquired Lands
Reclamation Withdrawn Lands
Non-Reclamation Lands
Interstate
CA State Highway
Roads
500 ft. Contour
100 ft. Contour
S
E
W
N
USBR - R10 CGB | 12/22/2022 | W:\GIS\CCAO Users\jhutchings\Final Maps\!Auburn Project Lands FMP\APL Master Template.aprx

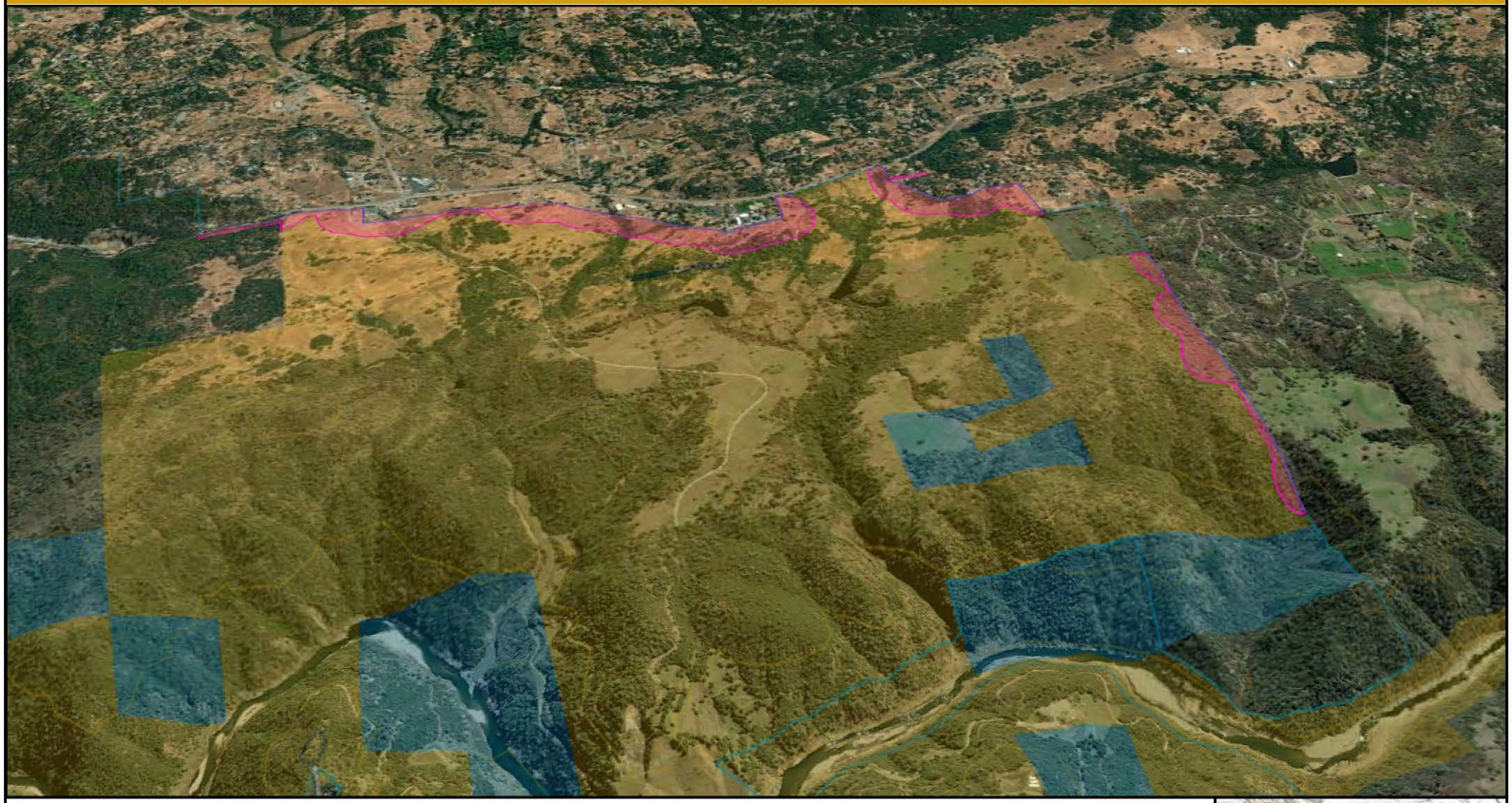

BUREAU OF RECLAMATION
AUBURN LAKE TRAILS SHADED FUEL BREAK
Slopes
Forest Hill Divide
Auburn State Recreation Area
2129 ft
Auburn Lake Trails Golf Course
Georgetown Rd
Greenwoo
Cool
Auburn
Folsom
Slope
106 Ac < 35%
120 Ac > 35%
N
0 0.25 0.5 1 Mi
USBR | R10 CGB | Date Saved: 6/29/2023 | C:\Users\cfeizollahi\Documents\ArcGIS\Projects\MyProject1\Slope Analysis Auburn.aprx



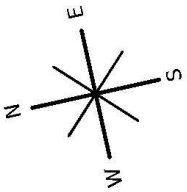
USBR - R10 CGB | 12/21/2022 | W:\GIS\CCAO Users\jhutchings\Final Maps\IAuburn Project Lands FMP\APL Master Template.aprx

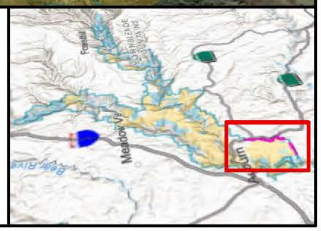
BUREAU OF RECLAMATION

COOL-PILOT HILL SHADED FUEL BREAK

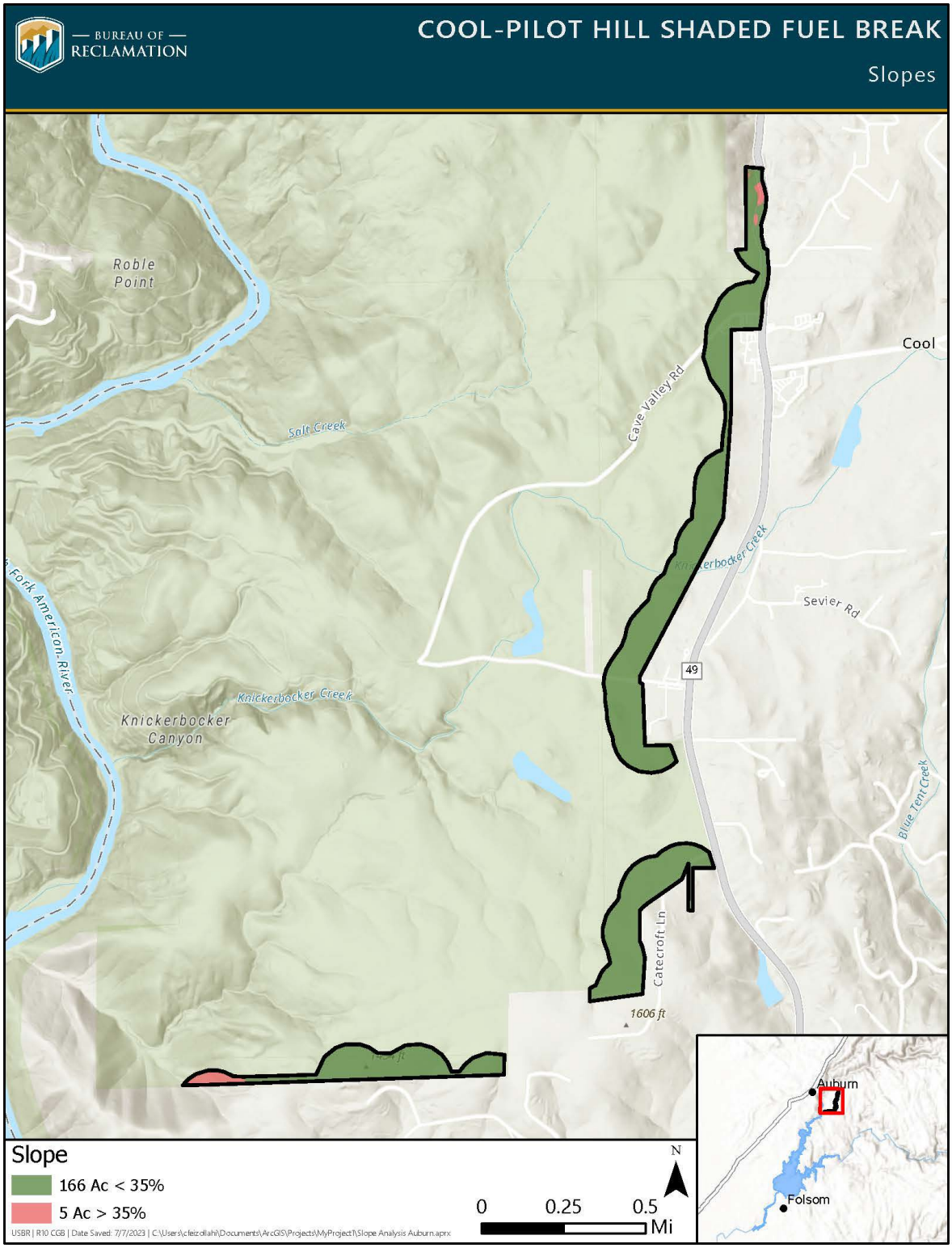


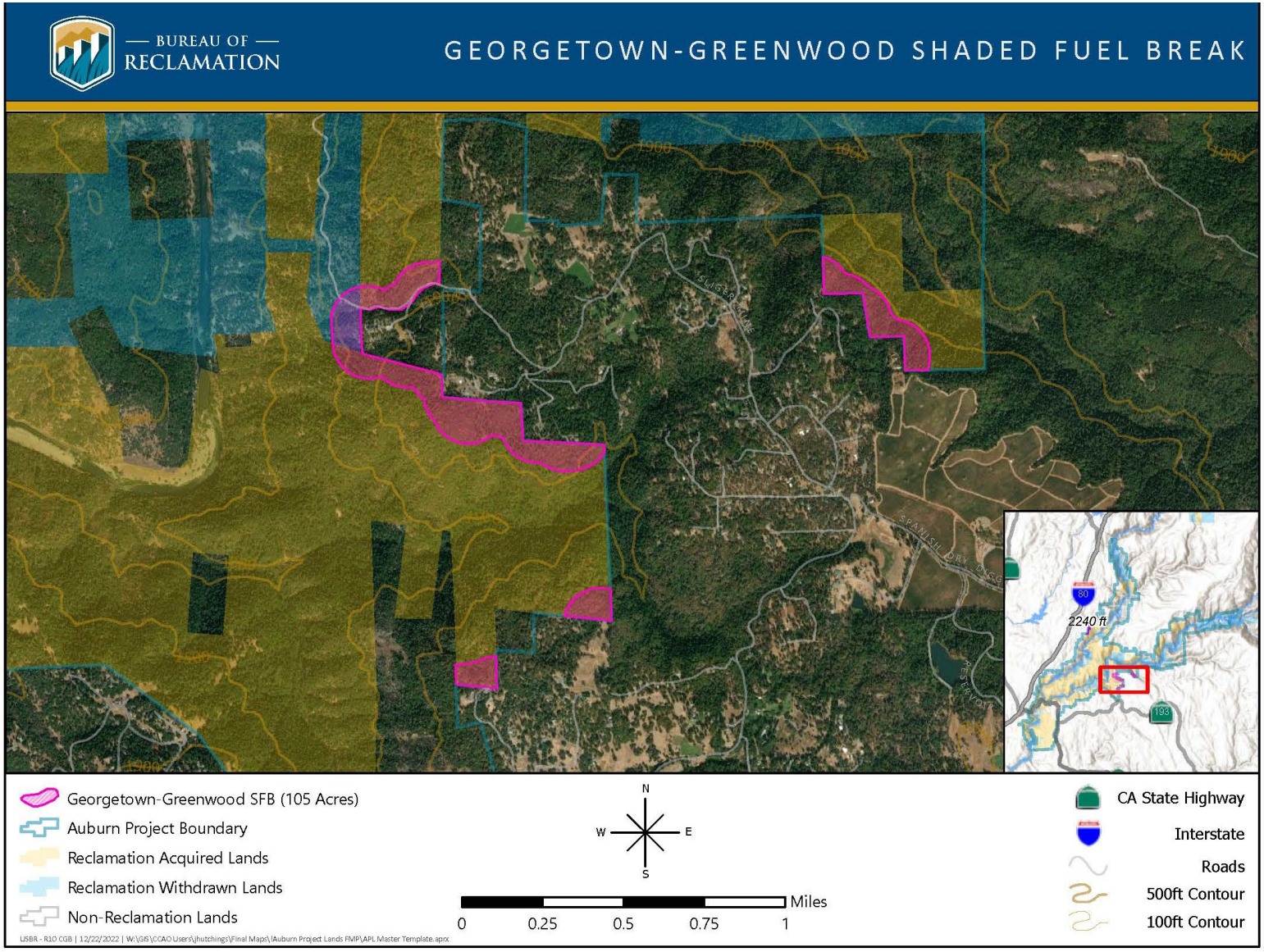
Cool-Pilot Hill SFB (171 Acres)
Auburn Project Boundary
Reclamation Acquired Lands
Reclamation Withdrawn Lands
Non-Reclamation Lands
Interstate
CA State Highway
Roads
500 ft. Contour
100 ft. Contour

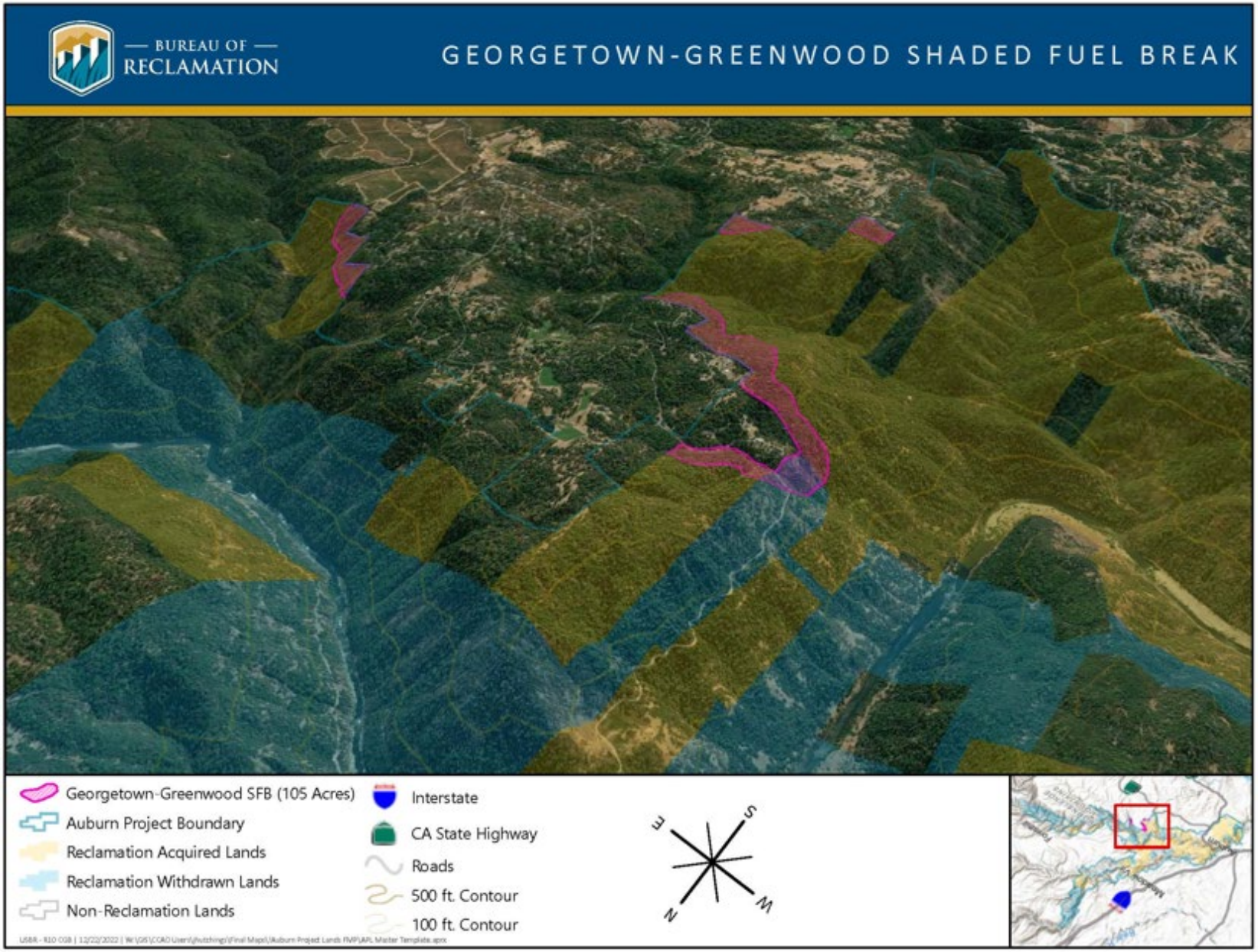


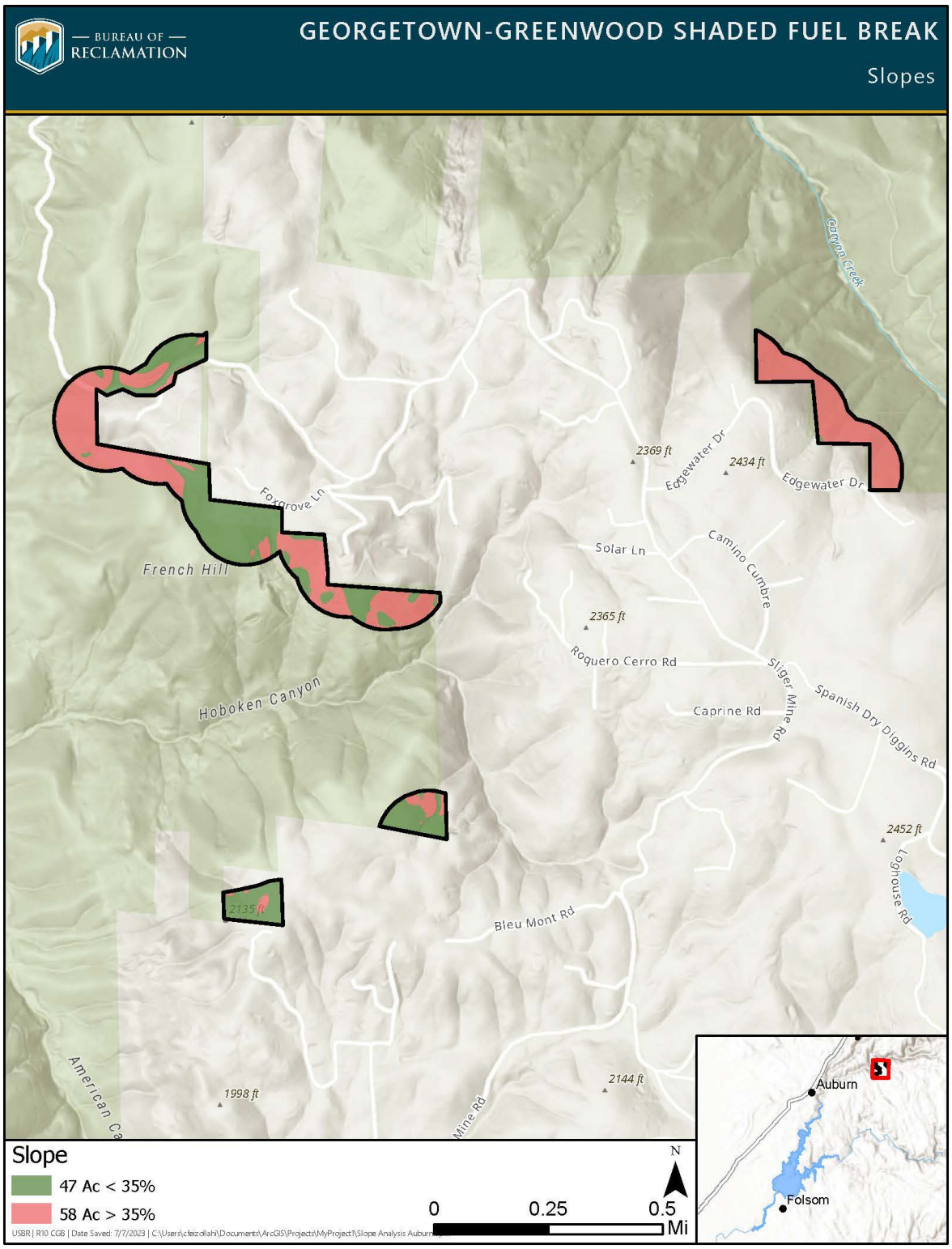


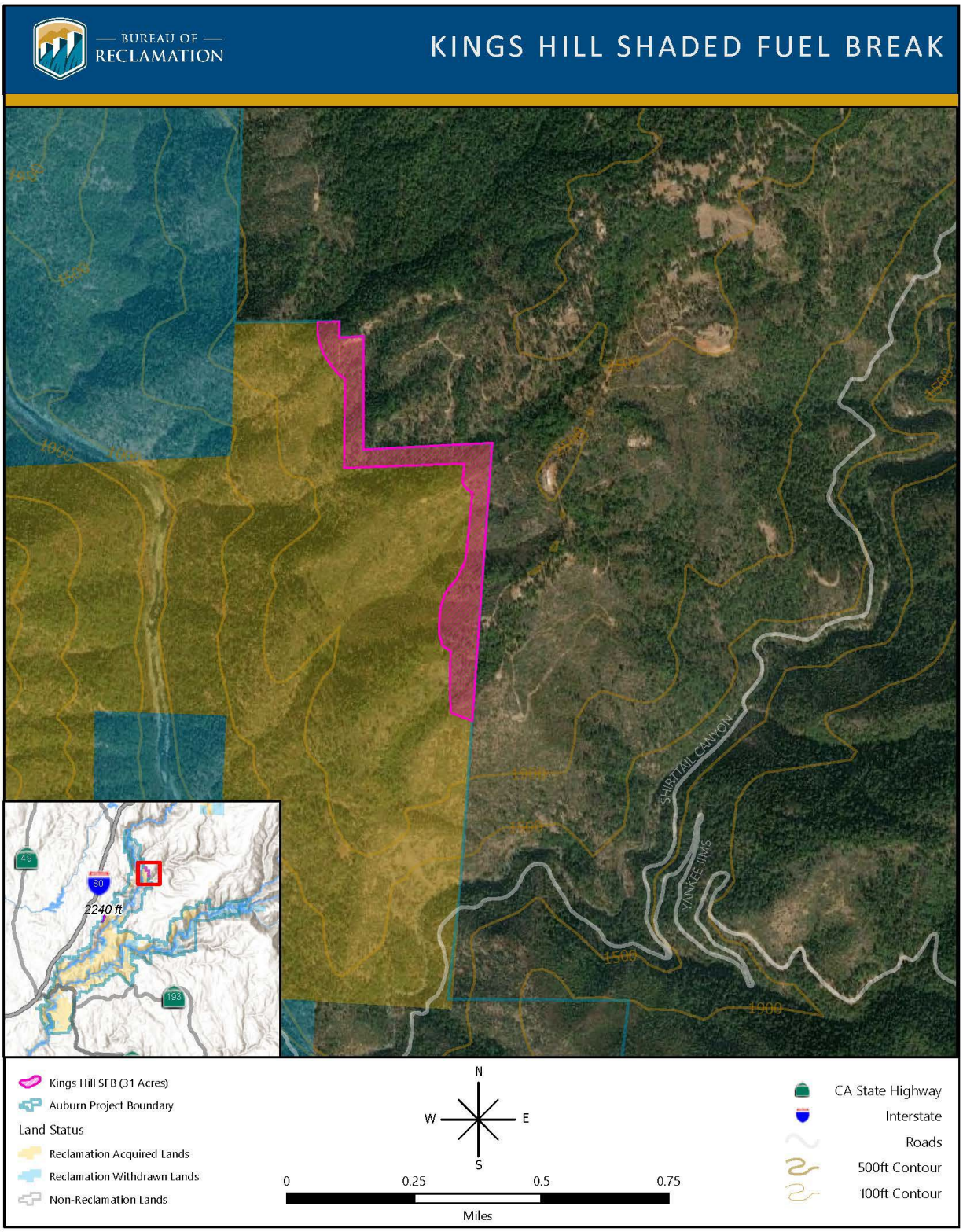
USBR - R10 CGB | 12/22/2022 | W:\GIS\CCAO Users\jhutchings\Final Maps\1Auburn Project Lands FMP\APL Master Template.aprx


BUREAU OF RECLAMATION
COOL-PILOT HILL SHADED FUEL BREAK
Slopes
Roble Point
Salt Creek
Cave Valley Rd
Cool
Knickerbocker Creek
Sevier Rd
49
Fork American River
Knickerbocker Canyon
Blue Tent Creek
Catecroft Ln
1606 ft
Auburn
Folsom
Slope
166 Ac < 35%
5 Ac > 35%
N
0
0.25
0.5
Mi
USBR | R10 CGB | Date Saved: 7/7/2023 | C:\Users\cleizollah\Documents\ArcGIS\Projects\MyProject1\Slope Analysis Auburn.aprx


BUREAU OF RECLAMATION
GEORGETOWN-GREENWOOD SHADED FUEL BREAK
SUGAR CAMP
SPANISH DRY DIGG
PESTEROSA
1900
1500
1000
2240 ft
80
193
Georgetown-Greenwood SFB (105 Acres)
Auburn Project Boundary
Reclamation Acquired Lands
Reclamation Withdrawn Lands
Non-Reclamation Lands
N
W
E
S
0
0.25
0.5
0.75
1
Miles
CA State Highway
Interstate
Roads
500ft Contour
100ft Contour
USBR - R10 CGB | 12/22/2022 | W:\GIS\CCAO Users\jhutchings\Final Maps\IAuburn Project Lands FMP\APL Master Template.aprx


BUREAU OF
RECLAMATION
GEORGETOWN-GREENWOOD SHADED FUEL BREAK
Georgetown-Greenwood SFB (105 Acres)
Auburn Project Boundary
Reclamation Acquired Lands
Reclamation Withdrawn Lands
Non-Reclamation Lands
Interstate
CA State Highway
Roads
500 ft. Contour
100 ft. Contour
E
S
N
W


BUREAU OF RECLAMATION
GEORGETOWN-GREENWOOD SHADED FUEL BREAK
Slopes
Canyon Creek
2369 ft
2434 ft
Edgewater Dr
Edgewater Dr
Foxgrove Ln
Solar Ln
Camino Cumbre
French Hill
2365 ft
Roquero Cerro Rd
Sliger Mine Rd
Spanish Dry Diggins Rd
Hoboken Canyon
Caprine Rd
2452 ft
Lighthouse Rd
2135 ft
Bleu Mont Rd
American Ca
1998 ft
2144 ft
Mine Rd
Auburn
Folsom
Slope
47 Ac < 35%
58 Ac > 35%
N
0
0.25
0.5
Mi
USBR | R10 CGB | Date Saved: 7/7/2023 | C:\Users\cfeizollah\Documents\ArcGIS\Projects\MyProject1\Slope Analysis Auburn.aprx



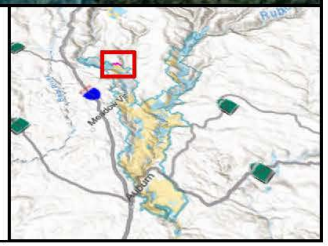
USBR - R1O CGB | 12/12/2022 | W:\GIS\CCAO Users\jhutchings\Final Maps\IAuburn Project Lands FMP\APL Master Template.aprx

BUREAU OF RECLAMATION

KINGS HILL SHADED FUEL BREAK

- Kings Hill SFB (31 Acres)
- Auburn Project Boundary
- Reclamation Acquired Lands
- Reclamation Withdrawn Lands
- Non-Reclamation Lands
- CA State Highway
- Interstate
- Roads
- 500ft Contour
- 100ft Contour

N E S W



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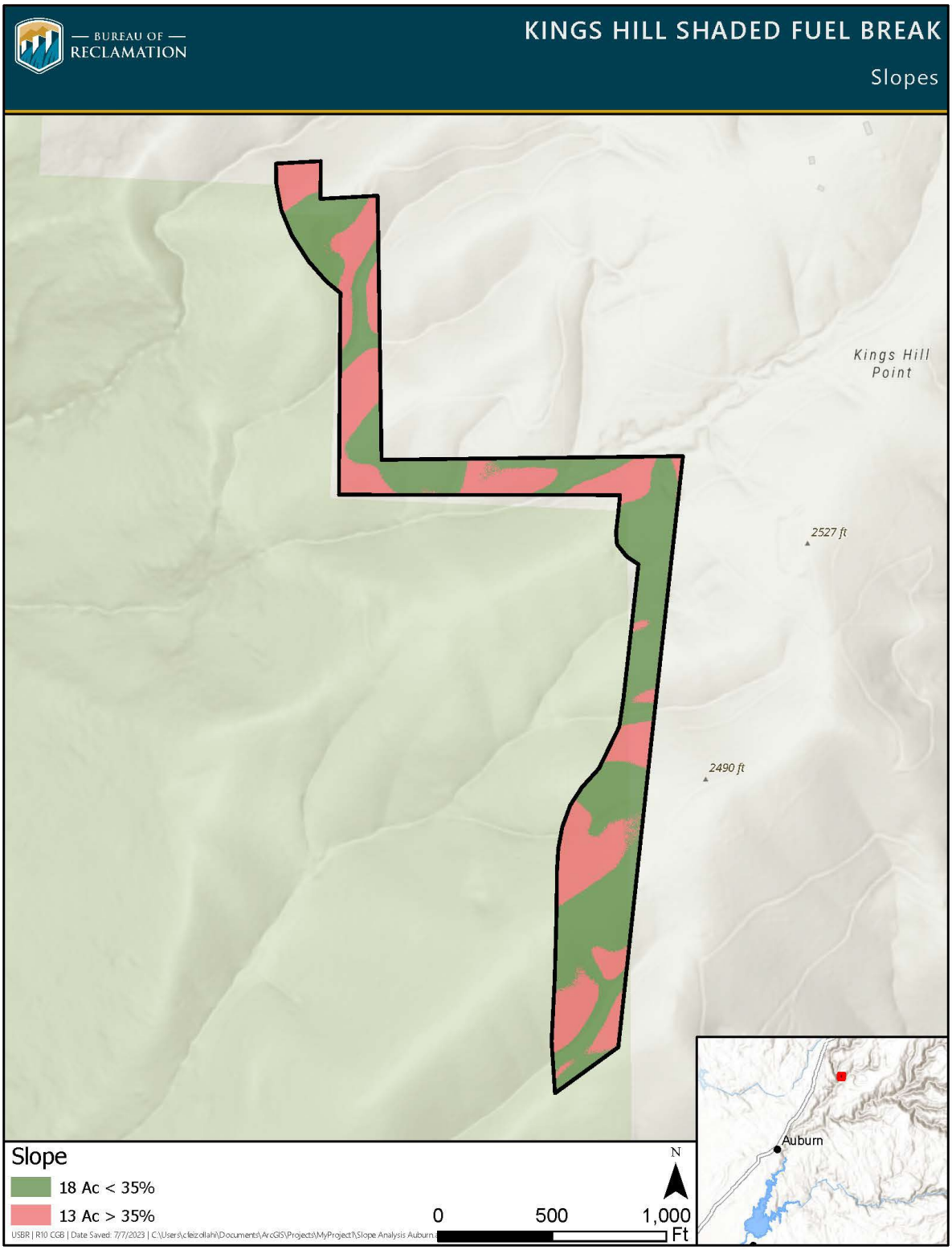
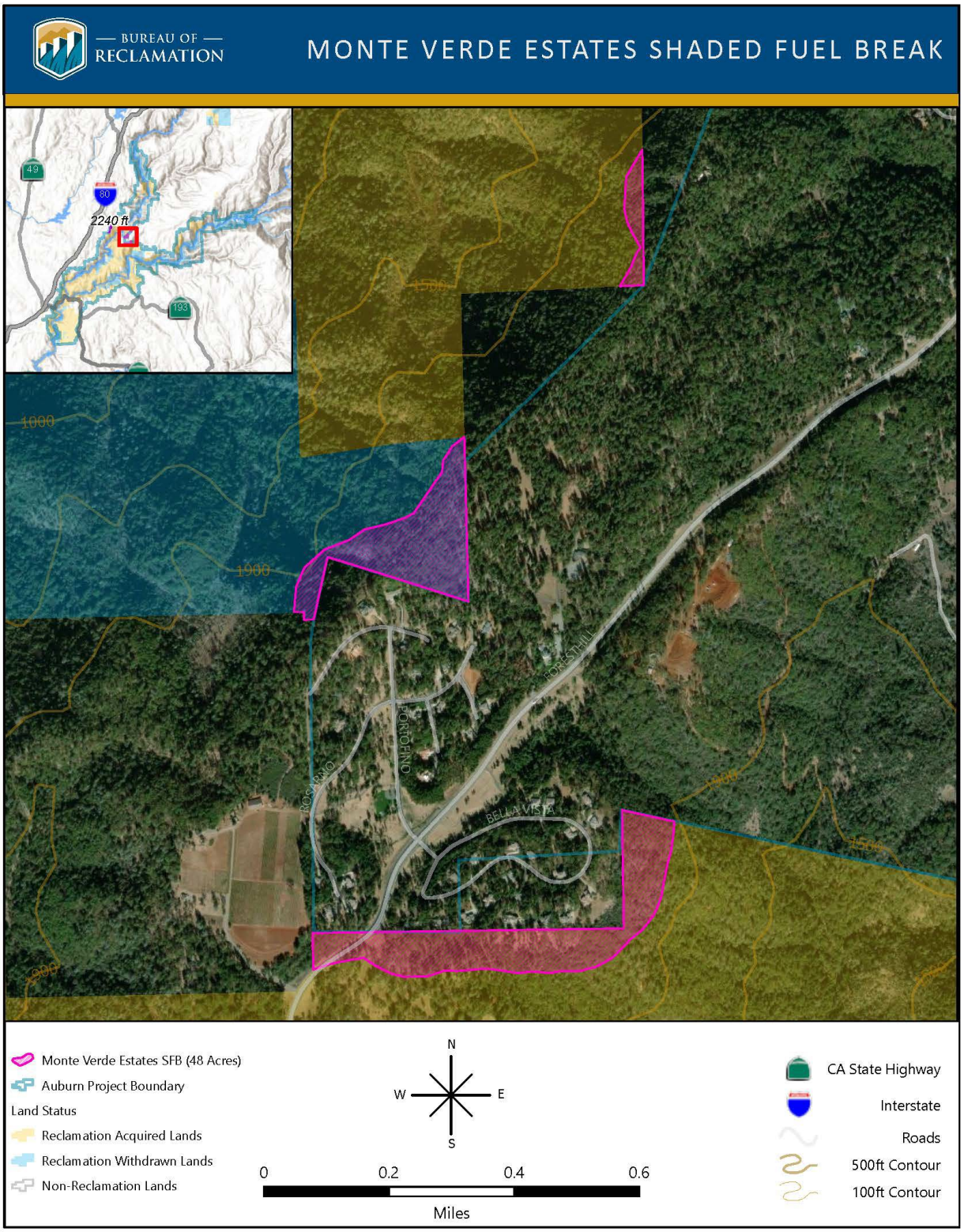
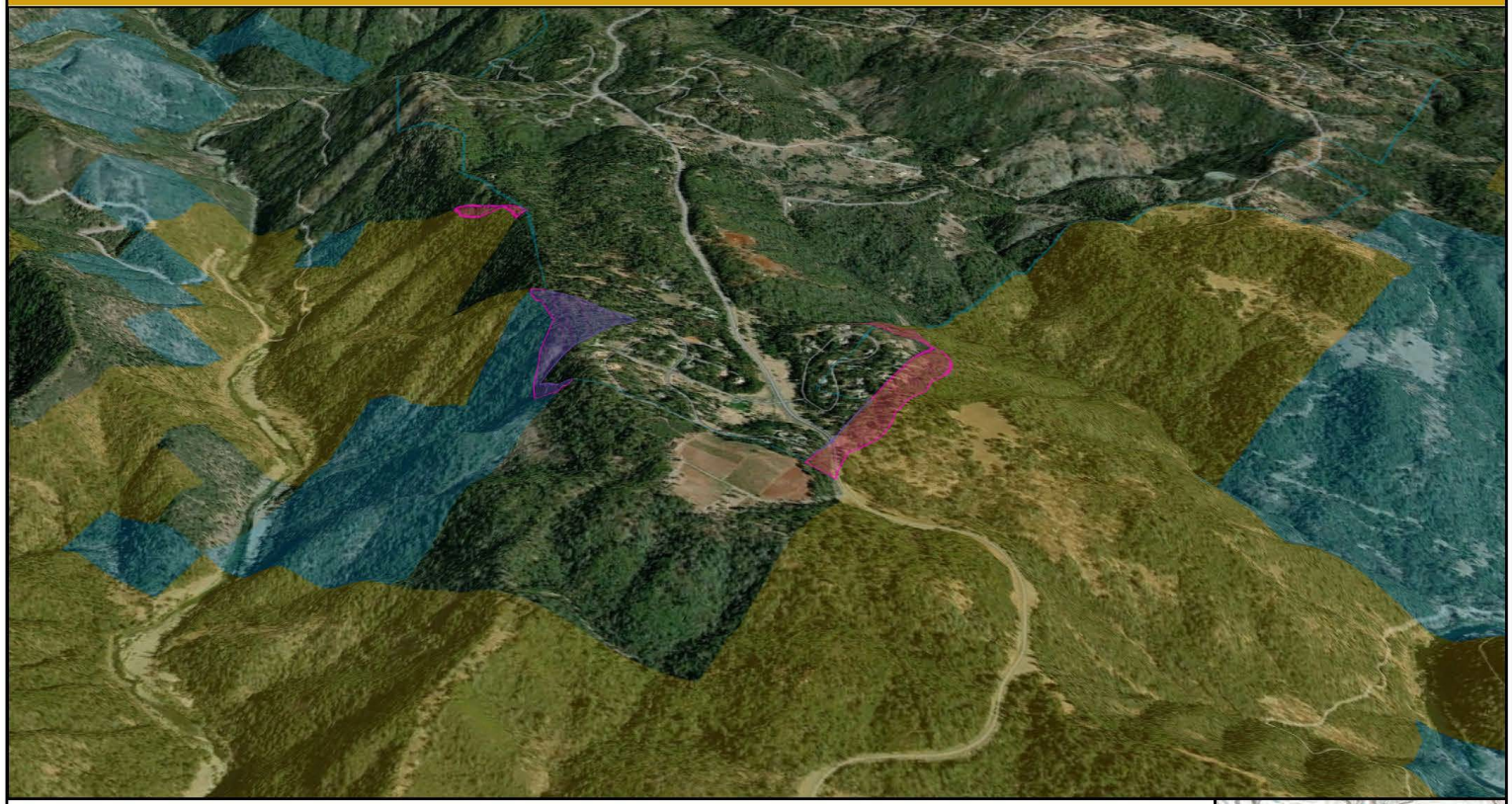

BUREAU OF
RECLAMATION
KINGS HILL SHADED FUEL BREAK
Slopes
Kings Hill
Point
2527 ft
2490 ft
Slope
18 Ac < 35%
13 Ac > 35%
N
0
500
1,000
Ft
Auburn
USBR | R10 CGB | Date Saved: 7/7/2023 | C:\Users\cleizollah\Documents\ArcGIS\Projects\MyProject1\Slope Analysis Auburn.



USBR - R10 CGB | 4/28/2023 | W:\GIS\CCAO Users\jhutchings\Final Maps\!Auburn Project Lands FMP\APL Master Template.aprx

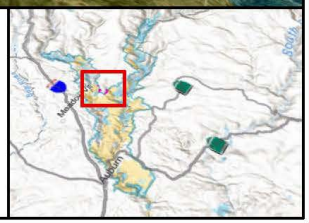
BUREAU OF RECLAMATION

MONTE VERDE ESTATES SHADED FUEL BREAK



Monte Verde Estates SFB (48 Acres)
Auburn Project Boundary
Reclamation Acquired Lands
Reclamation Withdrawn Lands
Non-Reclamation Lands
Interstate
CA State Highway
Roads

N E S W



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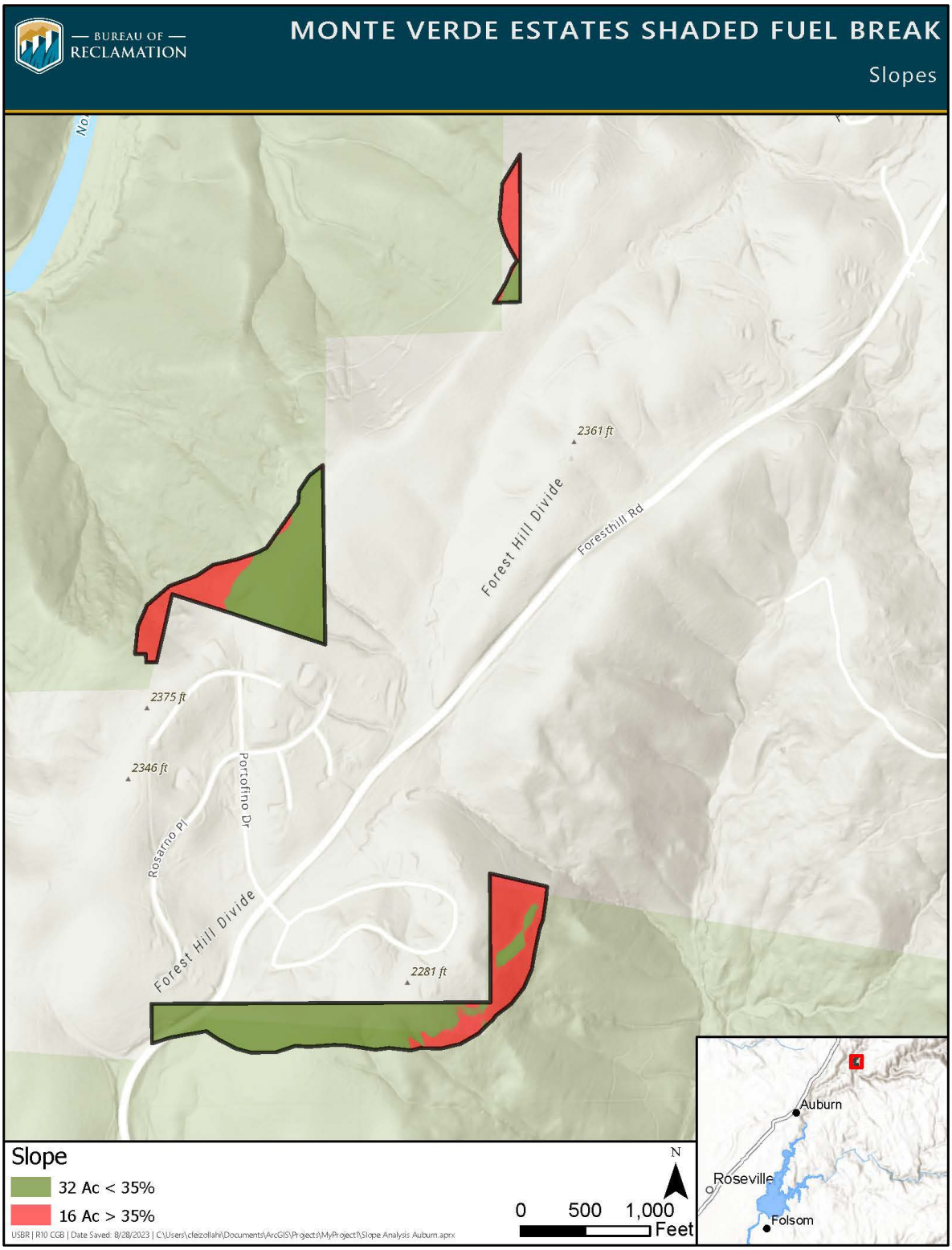
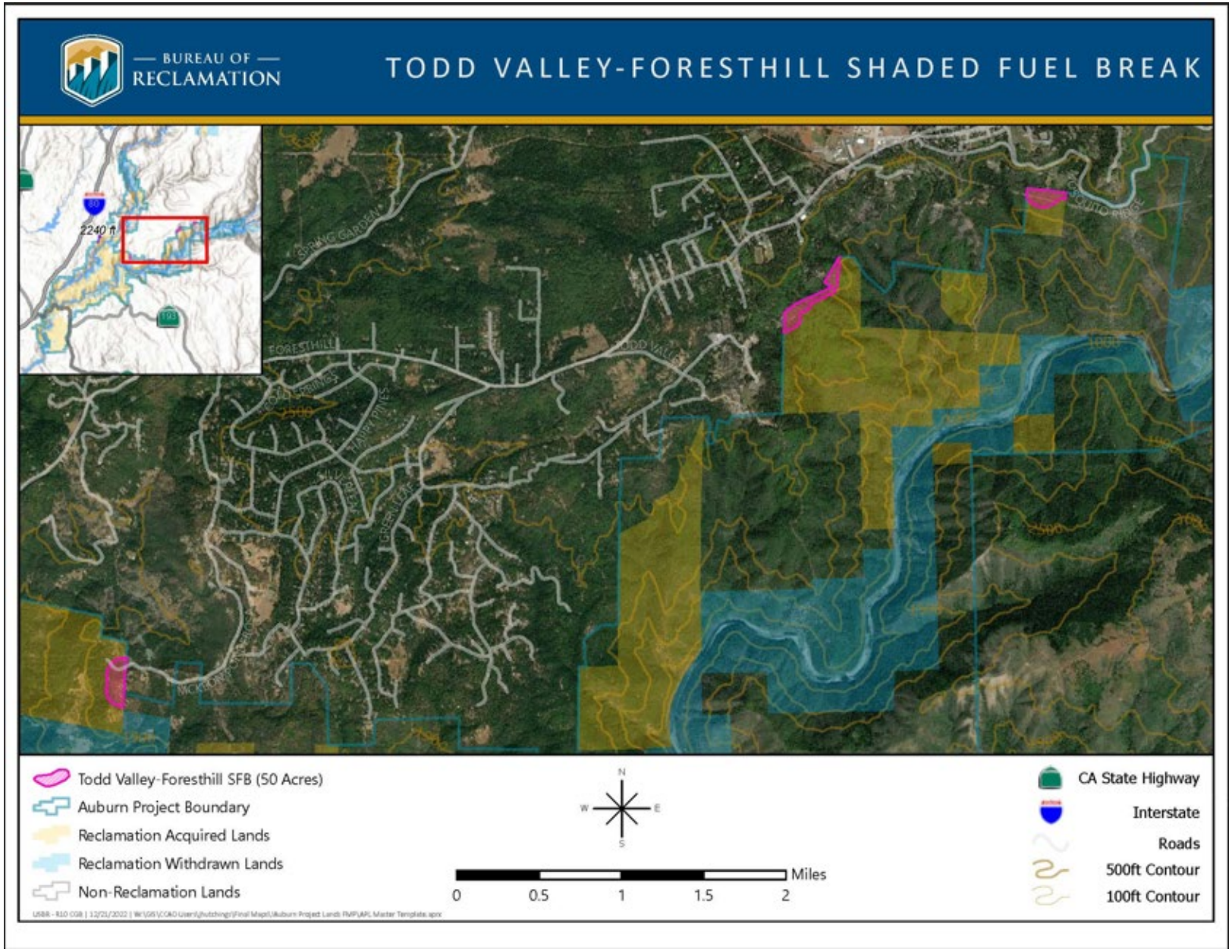
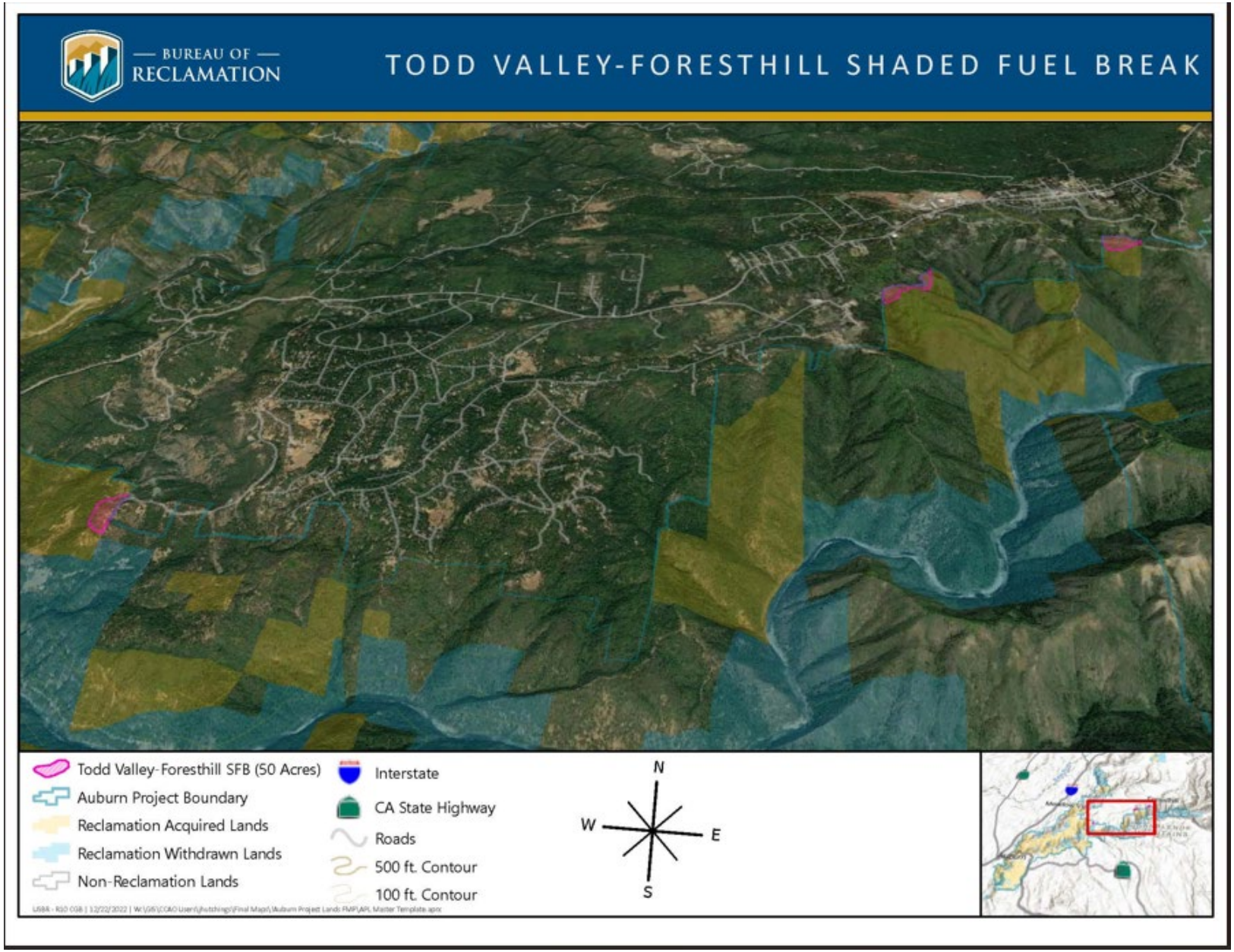
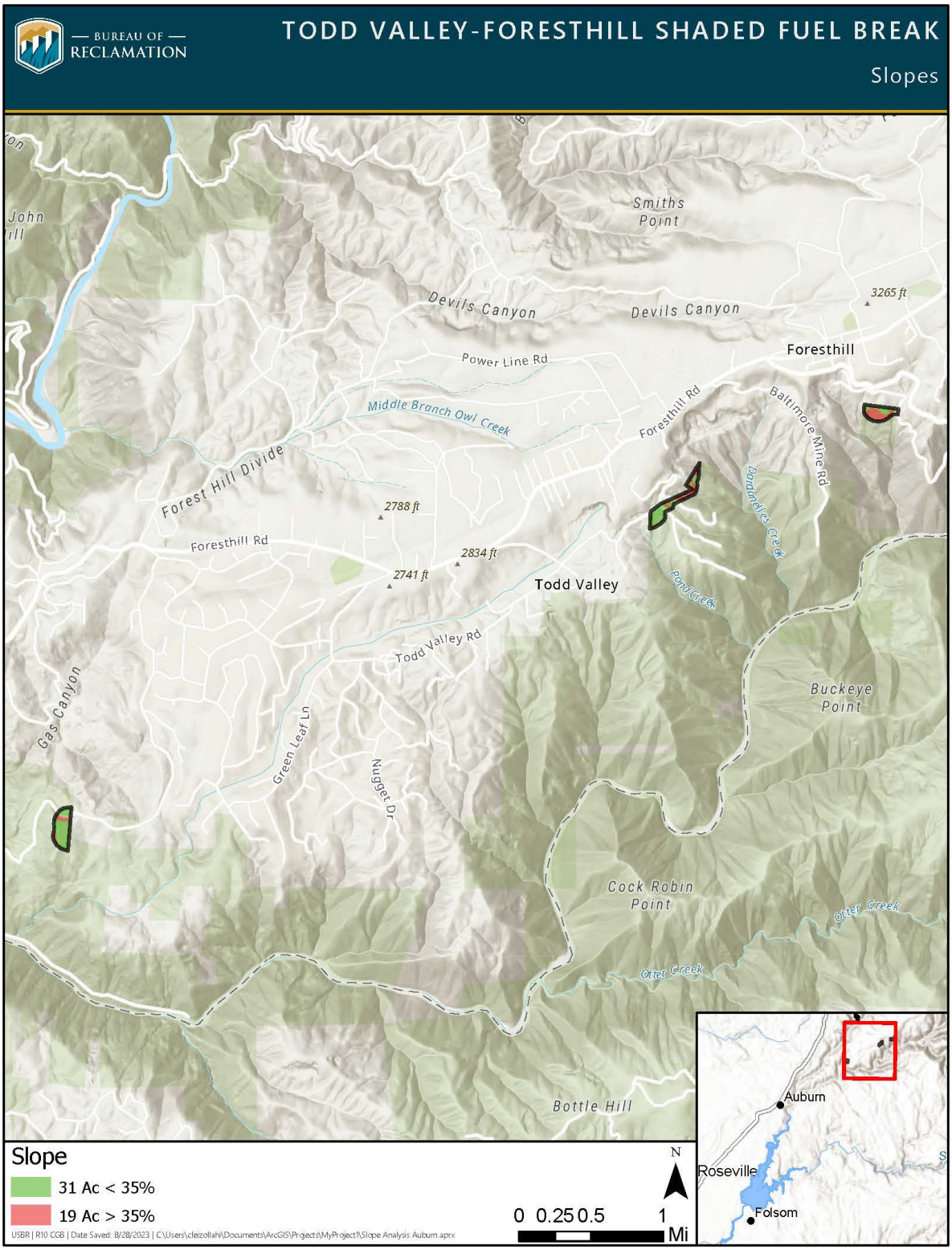

BUREAU OF RECLAMATION
MONTE VERDE ESTATES SHADED FUEL BREAK
Slopes
2361 ft
Forest Hill Divide
Foresthill Rd
2375 ft
2346 ft
Portofino Dr
Rosarno Pl
Forest Hill Divide
2281 ft
Slope
32 Ac < 35%
16 Ac > 35%
N
0 500 1,000
Feet
Auburn
Roseville
Folsom
USBR | R10 CGB | Date Saved: 8/28/2023 | C:\Users\cfeizollahi\Documents\ArcGIS\Projects\MyProject1\Slope Analysis Auburn.aprx


BUREAU OF RECLAMATION
TODD VALLEY-FORESTHILL SHADED FUEL BREAK
2240 ft
SPRING GARDEN
FORESTHILL
TODD VALLEY
Todd Valley-Foresthill SFB (50 Acres)
Auburn Project Boundary
Reclamation Acquired Lands
Reclamation Withdrawn Lands
Non-Reclamation Lands
N
W
E
S
Miles
0
0.5
1
1.5
2
CA State Highway
Interstate
Roads
500ft Contour
100ft Contour


BUREAU OF RECLAMATION
TODD VALLEY-FORESTHILL SHADED FUEL BREAK
Todd Valley-Foresthill SFB (50 Acres)
Auburn Project Boundary
Reclamation Acquired Lands
Reclamation Withdrawn Lands
Non-Reclamation Lands
Interstate
CA State Highway
Roads
500 ft. Contour
100 ft. Contour
N
W
E
S


BUREAU OF RECLAMATION
TODD VALLEY-FORESTHILL SHADED FUEL BREAK
Slopes
Smiths Point
Devils Canyon
Devils Canyon
3265 ft
Foresthill
Power Line Rd
Middle Branch Owl Creek
Foresthill Rd
Baltimore Mine Rd
Forest Hill Divide
2788 ft
Foresthill Rd
2834 ft
2741 ft
Todd Valley
Pond Creek
Todd Valley Rd
Buckeye Point
Gas Canyon
Green Leaf Ln
Nugget Dr
Cock Robin Point
Otter Creek
Otter Creek
Bottle Hill
Slope
31 Ac < 35%
19 Ac > 35%
N
0 0.25 0.5 1 Mi
Auburn
Roseville
Folsom

SECTION C - CONTRACT CLAUSES

System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations, including 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation, and paragraph (t) of 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services. Agencies will not consider or use these representations. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

52.252-2	**Clauses Incorporated by Reference**	**FEB 1998**

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

Federal Acquisition Regulation: https://www.acquisition.gov/far

FAR Overhaul Parts & Agency Deviations - FAR Overhaul - FAR Part Deviation Guidance | Acquisition.GOV

Department of the Interior Acquisition Regulation: https://acquisition.gov/diar

The clauses in the table below are incorporated by reference.

Clauses	Title	Date
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-13	System for Award Management Maintenance (RFO DEVIATION)	MAR 2026
52.212-4	Contract Terms and Conditions – Commercial Products and Commercial Services (RFO DEVIATION)	MAR 2026
52.228-5	Insurance – Work on a Government Installation	JAN 1997
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.233-3	Protest after Award	AUG 1996
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.242-15	Stop – Work Order	AUG 1989

52.203-6 with Alt I	Restrictions on Subcontractor Sales to the Government	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (RFO DEVIATION)	MAY 2026
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (RFO DEVIATION)	MAY 2026
52.219-8	Utilization of Small Business Concerns (RFO DEVIATION)	JAN 2026
52.219-28	Post Award Small Business Program Representation (RFO DEVIATION)	JAN 2026
52.222-3	Convict Labor (RFO DEVIATION)	MAY 2026
52.222-35	Equal Opportunity for Veterans (RFO DEVIATION)	MAY 2026
52.222-36	Equal Opportunity for Workers with Disabilities (RFO DEVIATION)	MAY 2026
52.222-37	Employment Reports on Veterans (RFO DEVIATION)	MAY 2026
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (RFO DEVIATION)	MAY 2026
52.222-41	Service Contract Labor Standards (RFO DEVIATION)	MAY 2026
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (RFO DEVIATION)	MAY 2026
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026 (RFO DEVIATION)	MAY 2026
52.222-62	Paid Sick Leave Under Executive Order 13706 (RFO DEVIATION)	MAY 2026
52.222-50	Combating Trafficking in Persons (RFO Deviation)	MAY 2026
52.222-54	Employment Eligibility Verification (RFO DEVIATION)	MAY 2026
52.223-23	Sustainable Products and Services (RFO DEVIATION)	MAY 2024
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024

52.219-14	Limitations on Subcontracting (RFO DEVIATION)	APR 2026
52.232-33	Payment by Electronic Funds Transfer-System for Award Management	OCT 2018
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.245-1	Government Property	SEP 2011
52.245-9	Use and Charges	APR 2012
52.228-5	Insurance-Work on a Government Installation	Jan 1997
52.244-6	Subcontracts for Commercial Products and Commercial Services (RFO DEVIATION)	APR 2026
52.222-42	Statement of Equivalent Rates for Federal Hires (RFO DEVIATION)	MAY 2026

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

Employee Class	Monetary Wage – Fringe Benefits
WG 12 – Heavy Equipment Operator	$38.13 to $42.15
WG 4 – Laborer	$22.37 to $26.04

52.252-6	**Authorized Deviations in Clauses**	**NOV 2020**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) FAR Deviation Statement: The Civilian Agency Acquisition Council (CAAC) Letter 2025-02 Supplement 1 is applicable to this acquisition. The CAAC letter may be accessed electronically at this address: https://www.acquisition.gov/caac-letters.

(End of clause)

52.219-6	**Notice of Total Small Business Set-Aside (RFO DEVIATION)**	**MAR 2026**

(a) Definition. Small business concern, as used in this clause—

(1) Means a concern, including its affiliates, that is independently owned and operated,

not dominant in the field of operation in which it is bidding on Government contracts, and

qualified as a small business under the size standards in this solicitation.

(2) Affiliates, as used in paragraph (a)(1) of this clause, means business concerns, one of

whom directly or indirectly controls or has the power to control the others, or a third party or

parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) Applicability. This clause applies only to-

(1) Contracts that have been totally set aside for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(End of clause)

52.209-9	**Updates of Publicly Available Information Regarding Responsibility Matters (RFO DEVIATION)**	**APR 2026**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via https://www.sam.gov.

(b) All information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by-

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for-

(i) Past performance reviews required by part 42.

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that the Government has posted. FAPIIS will retain the comments as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) All information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available (section 3010 of Pub. L. 111-212).

(d) The Government will handle public requests for system information posted prior to April 15, 2011, under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

52.223-2	**Reporting of Biobased Products Under Service and Construction Contracts (RFO DEVIATION**	**APR 2026**

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

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (7 CFR 4270.2).

USDA-designated product category a generic grouping of biobased products that are listed by USDA in a procurement guideline (7 CFR part 4270) and for which USDA has provided minimum biobased content standards (see https://www.biopreferred.gov/resources/categories.html).

(b) *Requirement*. The Contractor shall—

(1) Report to https://www.sam.gov, with a copy to the Contracting Officer, on the product types and dollar value of any biobased products in USDA-designated product categories purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

(End of clause)

52.222-90	Addressing DEI Discrimination by Federal Contractors (RFO DEVIATION)	APR 2026

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

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

52.240-91	SECURITY PROHIBITIONS AND EXCLUSIONS (RFO DEVIATION)	MAR 2026

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

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Covered article, as defined in 41 U.S.C. 4713(k), means:

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Kaspersky Lab-covered article means any hardware, software, or service that—

(1) Is developed or provided by a Kaspersky Lab-covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract*. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) *Procedures*. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) *Exemptions, exceptions, and waivers*. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract*.

(1) *Certain telecommunications and video surveillance equipment, systems, or services*.

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

(B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) *Office of Foreign Assets Control Restrictions*.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition*. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) *Iran prohibitions*.

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are

designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders*.

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f) *Reasonable inquiry*. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) *Removal of prohibited products and services*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) *General report*.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

(i) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) *New FASCSA orders report*.

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

(i) Contract number and order number, if applicable;

(ii) Name of the covered article or source subject to a FASCSA order;

(iii) The specific FASCSA order the product or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of clause)

DOI-AAAP-0028	ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INVOICE PROCESSING PLATFORM	OCT 2025

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: https://www.ipp.gov.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

When submitting invoices to IPP, the Contractor is advised to upload supporting documentation that will allow Reclamation to verify that the products or services comply with the terms of the contract. The information in the uploaded documents should not conflict with the data fields in the IPP submissions (service dates, invoice number, etc.). Prior to submitting an invoice to IPP, the contractor may coordinate with the designated Contracting Officer's Representative (COR), for review and verification of quantities for payment and for compliance with the applicable progress payment requirements of this contract. Prior coordination with the COR will allow for streamlined processing of the invoice.

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM will receive enrollment instructions via email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

(End of Local Clause)

DOI-AAAP-0050 V3	Contractor Performance Assessment Reporting System	DEC 2015

1. FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting

System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

2. The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in CPARS for Government use in evaluating past performance as part of a source selection action.

3. We request that you furnish the Contracting Officer (CO) with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official (AO). Information in the report must be protected as source selection sensitive information not releasable to the public.

4. When your Contractor Representative(s) are registered in CPARS, they will receive an automatically generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at https://www.cpars.gov/.

5. Within 60 days after the end of a performance period, the AO will complete an interim or final past performance evaluation, and the report will be accessible at https://www.cpars.gov/.

a. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment.

b. Your comments should focus on objective facts in the AO's narrative and should provide your views on the causes and ramifications of the assessed performance.

c. All information provided should be reviewed for accuracy prior to submission.

d. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in the space provided, and then selecting “Accept the Ratings and Close the Evaluation”.

e. Your response is due within 60 calendar days after receipt of the CPAR. On day 15, the evaluation will become available in CPARS marked as “Pending” with or without comments and whether or not it has been closed.

f. If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment."

6. The following guidelines apply concerning your use of the past performance evaluation:

a. Protect the evaluation as source selection information. After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the CO for instructions.

b. Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

c. Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.

7. If you wish to discuss a past performance evaluation, you should request a meeting in writing to the CO no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.

8. A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

DIAR 1452.201-70	**Authorities and delegations**	**SEP 2011**

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;

(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the Contractor's right to proceed;

(5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum.

The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

(End of clause)

WBR 1452.201-80	**CONTRACTING OFFICER'S REPRESENTATIVE'S AUTHORITIES AND LIMITATIONS -- BUREAU OF RECLAMATION**	**May 2018**

a) Performance of the work under this contract shall be subject to the technical direction of the Reclamation Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:

(1) Inspecting and accepting or rejecting work performed under the contract.

(2) Representing the Government in technical phases of the work. The COR is responsible for the technical administration of the contract and will provide instructions and interpretations to the Contractor on all technical matters relating to the contract. The COR will supervise or oversee all Government technical and administrative personnel assigned to assist the COR.

(3) Reviewing and, where required by the contract, approving submittals of technical data, shop drawings, samples, literature, plans, or other data required to be delivered by the Contractor to the Government.

(b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.

(c) Technical direction must be within the scope of work stated in the contract. Only the Contracting Officer is authorized to determine if a change is within the scope of the contract; therefore, the COR does not have the authority to, and may not, issue any technical direction that -

(1) Constitutes a direction of additional work outside the Contract requirements;

(2) Constitutes a change as defined in the contract clause entitled “Changes;”

(3) In any manner causes an increase or decrease in the total contract cost, or the time required for contract performance;

(4) Changes any of the expressed terms, conditions or specifications of the contract; or

(5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

(d) All technical direction shall be issued in writing by the COR.

(e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must -

(1) Advise the Contractor in writing after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract; or

(2) Advise the Contractor that the Government will issue a written change order.

(f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled “Disputes.”

(End of clause)

WBR 1452.223-81	**SAFETY AND HEALTH – BUREAU OF RECLAMATION**	**OCT 2022**

(a) The Contractor shall not require any person employed in the performance of this contract (including subcontracts) to work under conditions which are unsanitary, hazardous, or dangerous to the employee's health or safety.

(b) Contractor shall comply with the most current version of the Bureau of Reclamation “Reclamation Safety and Health Standards” (RSHS) and, if FAR 52.236-13 Accident Prevention. The RSHS manual shall be obtained at: http://www.usbr.gov/ssle/safety/RSHS/rshs.html

(c) Comply with the standards (29 CFR) issued by the Occupational Safety and Health Administration (OSHA), U.S. Department of Labor, www.osha.gov.

(d) In the event there is a conflict between the requirements contained in paragraphs (b) and (c) referenced herein, or in the Statement of Work (SOW or Performance Work Statement (PWS), the more stringent requirement shall prevail.

(e) If required in the SOW or PWS, the Contractor shall submit a written proposed safety program as prescribed in the RSHS and the written specifications.

(f) The Contractor shall maintain an accurate record of and shall report to the Contracting Officer (or authorized representative) in the manner prescribed by the Contracting Officer, all cases of death, occupational diseases, or traumatic injury to employees or the public involved, and property damage in accordance with the RSHS and OSHA guidelines.

(g) If the contractor deems that an updated version of the RSHS constitutes a substantive change to the contract, affecting price or time (or both), the contractor may request a contract modification in accordance with the terms of the contract.

(End of clause)

DIAR 1452.228-70	**Liability Insurance**	**Aug 2011**

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

$200,000 each person*

$500,000 each occurrence*

$20,000 property damage*

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

*These amounts to be set by the Contracting Officer.

(End of clause)

WBR 1452.237-80	**SECURITY REQUIREMENTS--BUREAU OF RECLAMATION**	**Mar 2022**

(a) General Security Requirements:

(1) This clause addresses security requirements, including general procedural requirements, information security requirements, contractor employee suitability requirements, identification card requirements, site security requirements, vessel exclusion barriers, and information technology security requirements. Within this clause, COR means Contracting Officer's Representative. If there is no COR appointed and identified to the Contractor, the term instead will mean the Program Manager or any other authorized individual responsible for technical oversight under the contract. “Work site” means the Government facility, office, construction site, and any other area within the Government office or facility that the Contractor must access to accomplish work under this contract.

(2) The work performed under this contract shall only be accomplished by individuals (in the employment of the Contractor or any subcontractors) whose conduct, and behavior is consistent with the efficiency of the Federal Service and the requirements of this contract, and who are acceptable to the contracting officer. If Reclamation finds a Contractor employee to be unsuitable or unfit for his or her assigned duties, the contracting officer will direct the Contractor to remove the individual from the contract and access to the Federal facility at which the contract activities are occurring.

(3) The Contractor’s employees governed by this contract may need access to sensitive information and/or sensitive areas. The Federal Government (Government) reserves the right, in its sole discretion, to determine suitability of Contractor personnel and deny access to any sensitive information or project specific area to any personnel for any cause.

(4) The Contractor is responsible for informing and ensuring compliance by its employees with any applicable security procedures of the Government facility where work may be performed under this contract.

(5) Any Contractor employee that will have access to a Federally controlled facility or information system will be required to have a Government-issued identification card, consisting of a Personal Identity Verification (PIV) Card, a temporary identification card, or a visitor badge. (Note: within the Department of the Interior this card is known as a DOI Access Card.) During performance of the contract, the Contractor shall keep the COR apprised of any changes in personnel, or changes in personnel access or duration, to ensure that performance is not delayed by compliance with credentialing processes.

(6) A Contractor employee will not be provided access to a Government facility or information system until a Government PIV Card, temporary identification card, or visitor identification badge has been issued to the Contractor employee. For those individuals that will be receiving a PIV Card, the Government may, at its discretion, issue a temporary identification card or visitor identification badge after the electronic background investigation forms have been received and the investigation is initiated.

(7) All Contractor employees shall access the facility via the facility’s entry screening system and visibly display the Government-issued PIV Card, temporary identification card, or visitor identification badge at all times. Contractor employees must visibly wear the Government-issued identification card at all times they are on Government facilities. Contractor employees are responsible for the safekeeping of all

Government-issued identification cards, whether on-site or off-site. Cards that have been lost, damaged, or stolen must be reported to the COR and DOI Access Sponsor immediately, but not later than within 24 hours. The Contractor shall return all identification cards and card keys and any other Government property and information upon completion of performance or when personnel depart permanently or for a period of 7 days or more. The Contractor may be required to turn in access control cards or identification cards on a daily basis.

(8) Misuse or loss of access control or identification cards, or failure to comply with required surrender of such cards may, at Government discretion, result in Contractor personnel being denied access to the work site, at no cost to Government. The Contractor may be charged up to $500 for each occurrence for any required replacement of Government-issued access control or identification cards due to loss or misuse. At the end of contract performance, or when a Contractor employee is no longer working under this contract, the Contractor shall ensure that all access control and identification cards are returned to the COR.

(9) All Contractor personnel, including subcontractor personnel, with access to the work site shall be U.S. citizens or foreign individuals legally residing in, or legally admitted to, the U.S. For all non-U.S. citizens working under this contract, irrespective of length of time working on the contract, the Contractor shall provide to the COR, legible and valid copies of the individual's passport and visa (unless individual is on the Visa Waiver Program) a minimum of 14 calendar days prior to beginning work or arriving at the facility. A driver's license is not acceptable identification. In addition, a completed form I-94 shall be submitted to the COR upon the individual's arrival at the work facility and prior to beginning work.

(10) The Contractor shall report all contacts with entities, individuals, and counsel/representatives (including foreign entities and foreign nationals) who seek in any way to obtain unauthorized access to sensitive information or areas. The Contractor shall report any violations of contract provisions, laws, executive orders, regulations, and guidance to the contracting officer. The Contractor shall report any information raising a doubt as to whether an individual's eligibility for continued employment or access to sensitive information is consistent with the interests of National Security and the Public Trust.

(11) Unsanctioned, negligent, or willful inappropriate action on the part of the Contractor (or its employees) may result in termination of the contract or removal of some Contractor employees from Reclamation facilities at no cost to the Government. These actions include, but are not limited to, exploration of a sensitive system and/or information, introduction of unauthorized and/or malicious software, inappropriate release of sensitive information, or failure to follow prescribed access control policies and/or security procedures. Failure to comply with Reclamation policies, procedures, or other published security requirements may result in termination of the contract or removal of some contracted employees from Reclamation buildings and/or facilities at no cost to the Government.

(12) All provisions of this clause shall equally apply to all subcontractors. The Contractor shall incorporate the substance of this clause in all subcontracts.

(13) These security requirements apply to all sections of this Contract including Contract Drawings and other Contract Specifications as applicable. Related documents include other general provisions of Construction or Operations and Maintenance type Contracts, including FAR clauses by reference or as amended by related documents.

(b) Information Security Requirements.

(1) Sensitive Information. The term “sensitive information” means any information which warrants a degree of protection and administrative control as defined by Reclamation or that meets the criteria for exemption from public disclosure set forth under Sections 552 and 552a of Title 5, United States Code: the Freedom of Information Act and the Privacy Act. Sensitive information is generally categorized as CONTROLLED UNCLASSIFIED INFORMATION (CUI), but in some cases may include other unclassified information. (The protection of National Security information is beyond the scope of this clause. If any work on National Security information is required under this contract, it is addressed under other contract clauses.) The Contractor shall protect this type of information from unauthorized release into public domain, or to unauthorized persons, organizations, or subcontractors. Information which, either alone or in aggregate, is deemed sensitive by Reclamation shall be handled and protected in accordance with Reclamation Directives and Standards SLE 02-01 Identifying and Safeguarding Controlled Unclassified Information (CUI), which is available from the COR or at http://www.usbr.gov/recman/DandS.html.

(i) Any Government-furnished information or material does not become the property of the Contractor and may be withdrawn at any time. Upon expiration or termination of the contract, all documents released to the Contractor and any material created using data from such documents shall be returned to the COR for final disposition. Government-furnished information residing on any electronic systems (laptops, servers, desktops, media) shall be deleted from those systems using a COR-approved data erasure solution. Only with prior authorization from the contracting officer may the Contractor retain the material. The Contractor or subcontractor shall not disclose or release the materials provided to the Contractor to any individuals of the Contractor's organization not directly engaged in providing services under the contract or that do not have a valid need-to-know. All technical data provided to the Contractor by the Government shall be protected from public or private disclosure in accordance with the markings printed on them. All other information relating to the items to be delivered or the services to be performed under this contract shall not be disclosed by any means without prior approval of the contracting officer. Prohibited dissemination or disclosure includes but is not limited to: permitting access to such information by foreign nationals or by immigrant aliens who may be employed by the Contractor, publication of technical or scientific papers, advertising, disclosure to Contractor staff not investigated and deemed acceptable at the appropriate information sensitivity level, and any other public release. The Contractor shall maintain, and furnish upon request of the contracting officer, records of the names of individuals who have access to sensitive material in its custody and the sensitive material to which the individuals had access. All questions regarding information security, access, and control shall be referred to the COR.

(ii) The Contractor shall not release to anyone outside the Contractor's organization any sensitive, or otherwise protected information, regardless of medium in which it is contained (for example, film, tape, document, electronic), pertaining to any part of this contract or any Reclamation program or activity, unless the contracting officer has given prior written approval. This includes, but is not limited to, news releases, marketing promotions, articles, interviews, reports, social media posts, and any other media releases. Requests for approval shall identify the specific information to be released, the medium to be used, the purpose for the release, and a description of the need-to-know. The Contractor shall submit its request to the contracting officer ten business days before the proposed date for release. Subcontractors shall submit requests for authorization to release through the prime Contractor to the contracting officer.

(iii) The Contractor shall notify the COR immediately when known or suspected loss/compromise of sensitive information or other documents, notes, drawings, sketches, reports, photographs, exposed film or similar information which may affect the security interests of Government has occurred. This requirement extends to employees and other personnel working on behalf of the Contractor, and expands responsibility to include prompt reporting of security issues, including observed or subsequently discovered efforts by unauthorized persons to gain unauthorized access to sensitive information.

(2) Classified Information.

(i) The disclosure of U.S. Government documents by third parties can result in damage to our national security. While this contract may not deal directly with classified information, each contractor is obligated to protect classified information pursuant to all applicable laws and to use Government information technology systems in accordance with agency procedures so that the integrity of such systems is not compromised.

(ii) Unauthorized disclosures of classified documents (whether in print, on a blog, or on websites, or other electronic or non-electronic media) do not alter the documents' classified status or automatically result in declassification of the documents. To the contrary, classified information, whether or not already posted on public websites or disclosed to the media, remains classified, and must be treated as such by Federal employees and contractors, until it is declassified by an appropriate U.S. Government authority. Executive Order 13526, Classified National Security Information (December 29, 2009), Section 1.1.(c) states, "Classified Information shall not be declassified automatically as a result of any unauthorized disclosure of identical or similar information." Although the Department has taken steps to prevent access to publicly disclosed classified materials from Departmental computers, it is important to understand our continuing duties and responsibilities in this regard.

(iii) Contractors (which include all employees of the contractor, as well as subcontractors and its employees performing work for the contractor) are reminded of the following obligations with respect to the treatment of classified information and the use of unclassified government information technology systems:

(iv) The contractor shall not, while using unclassified Government computers or other devices (such as phones or tablets) access documents that are marked classified (including classified documents made publicly available by a third party), as doing so risks that material still classified will be placed onto unclassified systems. This requirement does not restrict contractor access to unclassified, publicly available news reports (and other unclassified material) that may in turn discuss classified material, as distinguished from access to underlying documents that themselves are marked classified (including if the underlying classified documents are available on public web sites or otherwise in the public domain).

(v) For contracts that require access to classified information, the contractor is responsible for obtaining the required national security clearance through the Department of the Defense National Industrial Security Program Operating Manual (NISPOM). Any classified contracts will be coordinated through the Reclamation Chief Security Officer, or for IT requirements, the Bureau Chief Information Security Officer. No contractor shall access classified information unless proper clearances have been obtained and transmitted to Reclamation. For further information, refer to 443 DM 1 or DOD NISPOM 5220.22-M dated February 28, 2006 (incorporating change 2 dated May 18, 2016).

(vi) Classified information shall not be removed from official premises.

(vii) Classified information shall not be disclosed without proper authorization.

(c) Reserved

(d) Reserved

(e) Reserved

(End of clause)

SECTION D – CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

1. Attachment 1: Price Schedule
2. Attachment 2: Wage Determination 2015-5631, Rev 27

SECTION E – SOLICITATION PROVISIONS

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):

FAR Provisions – https://www.acquisition.gov/far/

FAR Overhaul Parts & Agency Deviations - FAR Overhaul - FAR Part Deviation Guidance | Acquisition.GOV

Department of the Interior Acquisition Regulation: https://www.acquisition.gov/diar

The provisions in the table below are incorporated by reference.

Clauses	Title	Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEP 2024
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	MAR 2026
52.204-7	System for Award Management — Registration	MAR 2026
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representation (RFO DEVIATION)	MAY 2026
52.209-5	Certification Regarding Responsibility Matters (RFO DEVIATION)	MAY 2026
52.209-7	Information Regarding Responsibility Matters (RFO DEVIATION)	MAY 2026
52.212-1	Instructions to Offerors – Commercial Products and Commercial Services (RFO DEVIATION)	MAR 2026

52.223-1	Biobased Product Certification (RFO DEVIATION)	APR 2026

As required by the Farm Security and Rural Investment Act of 2002 (7 U.S.C. 8101(4)) and the Energy Policy Act of 2005 (7 U.S.C. 8102(a)(2)(F)), the Offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture at https://www.biopreferred.gov/resources/categories.html to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the Offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of provision)

52.240-90	SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS	MAR 2026

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

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential components have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations mean engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

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

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

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

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) *Procedures*.

(1) *Covered telecommunications and video surveillance*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(2) *FASCSA Orders*.

(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.

(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).

(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—

(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) *FASCSA Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.

(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an

internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) *Iran Representation and Certifications*.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

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

(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(g) *Disclosure*.

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

(i) Contract number and order number, if applicable;

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);

(vii) Whether alternative products or services are available that would be compliant with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number;

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions undertaken or recommended.

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

(h) *Executive agency review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

52.216-1	Type of Contract	APR 1984

The Government contemplates award of a Firm Fixed Price BPA resulting from this solicitation.

(End of provision)

Addendum to 52.212-1	Instructions to Offerors- Commercial Products and Commercial Services (RFO DEVIATION)	MAR 2026

This addendum replaced the term "offer" with "quote" within the provision a 52.212-1.

Paragraph (b), entitled "Submission of Quotes,':

Quotes must be submitted via electronic mail only. Submit signed and dated quote at or before the offer due date. To send quote via electronic mail all documents must be scanned in .pdf (Acrobat) format and emailed to davinder_kullar@ios.doi.gov.

Vendor shall submit, at a minimum, the following documents with quotes/offers:

1. Quoters shall submit a Technical Capability Statement demonstrating their ability to perform the services described in the Performance Work Statement. The submission shall address relevant experience performing fuels reduction and vegetation management services similar in scope to this requirement, including shaded fuel break construction and maintenance, handcrew thinning, mastication, chipping, herbicide application, and related wildfire mitigation activities. The submission shall also address the quoter's technical approach, equipment and staffing resources, and capability to perform work under varying terrain, access, environmental, and safety conditions. The Technical Capability Statement shall not exceed 20 pages.

2. Completed Price Schedule in Attachment 1 and Vendor Information on Page 4.

3. Quoters must be registered in System for Award Management (SAM.gov) with completed Representations and Certifications, to be considered for award.

   Note: Quotes that do not have the above minimum will not be evaluated

(End of provision)

Addendum to 52.212-2	Evaluation – Commercial Products and Commercial Services (RFO DEVIATION)	MAR 2026

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer 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:

In accordance with FAR Part 12 procedures, the Government will evaluate quotations using a comparative assessment of technical capability, past performance, and price to determine which quotation represents the best value. The Government may make tradeoff decisions between price and

non-price factors and may award to other than the lowest-priced quotation when the benefits of a higher-priced quotation warrant the additional cost.

Evaluation Factors:

Factor 1: Technical Capability (Approach & Experience)

The Government will evaluate the quoter's technical capability and relevant experience as it relates to performing fuels reduction and vegetation management services similar in size, scope, and complexity to the requirements described in the Performance Work Statement. This includes experience performing shaded fuel break construction and maintenance, handcrew thinning, mastication, chipping, herbicide application, and related wildfire mitigation activities in wildland-urban interface environments. Evaluation will consider the quoter's understanding of the required tasks, technical approach to performing the work, capability to perform work under varying site conditions including terrain and access limitations, available staffing and equipment resources, and ability to comply with applicable environmental, safety, and Work Plan requirements.

Factor 2: Past Performance

Past performance will be verified using data from the Contractor's Performance Assessment Rating System, FPDS-NG, Contracting Officer's knowledge of and previous experience with the service being acquired, customer surveys, and any other reasonable basis.

Factor 3: Price

All quoted prices will be reviewed for price reasonableness and any instances of unbalanced price, using price analysis techniques.

Price will be considered in conjunction with the non-price factors to determine the best value to the Government. While price is an important factor, it may not be the determining factor for award.

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

(End of Provision)

52.252-5	Authorized Deviations in Provisions	NOV 2020

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) FAR Deviation Statement: The Civilian Agency Acquisition Council (CAAC) Letter 2025-02 Supplement 1 is applicable to this acquisition. The CAAC letter may be accessed electronically at this address: https://www.acquisition.gov/caac-letters.

(End of Provision)

DIAR 1452.215-71	Use and Disclosure of Proposal Information—Department of the Interior	APR 1984

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating, or processing articles or materials which are trade commodities.

(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:

"The information specifically identified on pages _____ of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract."

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:

"This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal."

(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

(End of provision)

52.233-2	**Service of Protest Department of the Interior (Deviation)**	**JUL 1996**

a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from 2800 Cottage Way, #E-1815, Sacramento, CA 95825.

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

c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of the Interior Assistant Solicitor, Acquisitions and Intellectual Property, 1849 C Street, NW., Room 6511, Washington, DC 20240.

(End of provision)

RESPONSE DATE AND CONTACT INFORMATION

Offers Due: July 3, 2026

10:00 AM PDT

Contact Info: Davinder Kullar

Email: davinder_kullar@ios.doi.gov