SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: 1164928

PAGE 1 OF 36

2. CONTRACT NO.

3. AWARD/ EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 12363N26Q4068

6. SOLICITATION ISSUE DATE: 06/10/2026

7. FOR SOLICITATION INFORMATION CALL:
a. NAME: **KAREN RUKLIC: kruklic@usda.gov**
b. TELEPHONE NUMBER (No collect calls): 208-702-3519

8. OFFER DUE DATE/LOCAL TIME: **07/09/2026 3:00 PM PD**

9. ISSUED BY CODE 363N

USDA-FS, Stewardship Contracting Br
Sisters Ranger District
P.O. Box 249
201 N. Pine Street
Sisters OR 97759

10. THIS ACQUISITION IS
☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % FOR:
☒ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): **113310 - Logging**

SIZE STANDARD: 500

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

12. DISCOUNT TERMS

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

13b. RATING

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

15. DELIVER TO CODE 91V9

USDA FOREST SERVICE
Lake Tahoe Basin Management Unit
35 College Drive
SOUTH LAKE TAHOE CA 96150-4500

16. ADMINISTERED BY CODE 363N

USDA-FS, Stewardship Contracting Br
Sisters Ranger District
P.O. Box 249
Sisters OR 97759

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

VENDOR UEID:

TELEPHONE NO.

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

18a. PAYMENT WILL BE MADE BY CODE

*Invoice Processing Platform (IPP): All invoices for Cash Credits must be submitted electronically through IPP at www.IPP.gov.

*Invoices for Non-Monetary Stewardship Credits must be submitted to the contract COR via email.

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	TROUT CREEK CUT-TO-LENGTH STEWARDSHIP IRSC **PACIFIC SOUTHWEST (PSW) STEWARDSHIP BPA** **Lake Tahoe Basin Management Unit** **Email completed/signed SF-1449 and solicitation amendments if applicable, price quotes using Schedules of Items 2-5, and Technical Proposal to karen.ruklic@usda.gov. Follow instructions in Provision 32 - FAR 52.212-1. Do not mail hardcopy documents.** *(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) 52.212-4. FAR 52.212-1 AND 52.212-5 (BOTH TAILORED FOR THE BPA CALL) 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)*: KAREN I. RUKLIC

31c. DATE SIGNED

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

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

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

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

STATEMENT OF REQUIREMENT

1. DESCRIPTION OF WORK

(a) To advance EO 14225, Immediate Expansion of American Timber Production, and the USDA's National Active Forest Management Strategy, the Lake Tahoe Basin Management Unit shall utilize Stewardship Authority delegated to the USFS to award an Integrated Resource Service Contract to reduce hazardous fuels and promote healthy and resilient forest stands in the project area while protecting the pristine water quality of Lake Tahoe and riparian vegetation communities such as aspen, alder, willow, and meadow grasses and shrubs in Stream Environment Zones.

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

The project area consists of NFS lands located in the Wildland-Urban Interface (WUI) and general forest, with 248 acres designated for treatment. The project compliments defensible space treatments that have been implemented by local municipal fire districts on adjacent non-federal lands. The project objectives shall be met by performing the following service work:

1. Cut, process, forward and remove included sawtimber. A Cut-to-Length (CTL) logging system shall be used. CTL technology typically consists of a harvester to cut and process trees at the stump and create slash mat. A forwarder then transports the material to a designated landing location on top of the slash mat. This logging system is required by the NEPA Record of Decision to protect soil and water quality.
2. Cut standing dead conifer trees and transport to landings.
3. Mechanically cut small diameter trees and remove to landings.
4. Treat fuels by mechanically masticating existing dead and down material and project-generated slash. Remove slash and large dead and down to landings when necessary to meet the fuels treatment specification.
5. Remove biomass and cull logs from landings to off-Forest disposal sites.
6. Construct temporary road to facilitate thinning treatment and decommission the roads prior to demobilization.
7. Perform road maintenance and erosion control on roads used for timber haul or otherwise damaged by Contractor's operations.
8. Perform work in Optional Units 12 and 28 and remove timber subject to agreement (TSTA) as described in Bullets 1-6 if awarded. Perform road maintenance commensurate with use.

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the work in accordance with the parent BPA requirements, tailored solicitation terms and conditions and the requirements and technical specifications detailed in the attachments in Clause 6.

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

(c) Project Location- The Trout Creek Cut-to-Length Stewardship contract area is located on the South Shore of Lake Tahoe in El Dorado County, on National Forest System Lands (NFS) within the Lake Tahoe Basin Management Unit (LTBMU). Elevations within the contract area range from 6,230 feet to 7,800 feet. Work primarily consists of forest thinning and vegetation treatments in areas that have been previously treated within the past 15-25 years to reduce fuels for forest fires and promote healthy and resilient forest stands. Some areas of the project would be treated for the first time. The contract area is located in Township 12N, Range 17E, Section 36 and Township 12N, Range 18E, Sections 2, 10, 11, 14, 15, 22, 23, and 31; Mount Diablo Base and Meridian.

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

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

Performance of land management activities shall be in accordance with Project Description, Performance Work Statement and Technical Specifications. Payment for Land Management Work Activities in Schedule of Items will be made in Stewardship Credits and Appropriated Funds. All Base Work Activities (Mandatory) shall be performed.

SCHEDULES OF ITEMS

2. MANDATORY WORK ACTIVITIES:

ITEM NO.	DESCRIPTION OF MANDATORY WORK ACTIVITIES	UNIT	EST QTY	UNIT PRICE	TOTAL
1	**Cut, Process, Forward and Remove Included Timber (Incense Cedar, Jeffrey Pine, White Fir, Red Fir) – Units 3, 7, 13 and 29**	**Acres**	**165**	**$**	**$**
Required Cost Data: Total Logging Cost of Item 1 (cut, forward, process, haul, profit, etc.) Do not include the Temporary Road Construction/Decommissioning or Road Maintenance and Erosion Control costs priced under Items 5 and 6: $_____ **Total Delivered Value of Item 1 (all products removed combined value): $_____** *****Item 1 total price shall equal Total Logging Cost minus Total Delivered Value***					
2	**Mechanical Small Tree Thin – Units 3, 7, 13, and 29**	**Acres**	**165**	**$**	**$**
3	**Fuels Treatment – Units 3, 7, 13 and 29**	**Acres**	**165**	**$**	**$**
4	**Removal of Biomass/Cull Logs/Slash at Landings – Units 3, 7, 13 and 29 (Biomass includes Lodgepole Pine, Tops and Branches of Included Timber, Small Trees and Cull Logs)**	**Tons**	**2,149**	**$**	**$**

5	**Temp Road Construction and Decommissioning (Units 3, 7, 13 and 29)**	**NTE Miles**	**0.75**	**$**	**$**
6	**Road Maintenance and Erosion Control (5.0 miles)**	**Lump Sum**	**1**	**$**	**$**
				Total All Mandatory Service Items	**$**

3. OPTIONAL WORK ACTIVITIES:

ITEM NO.	DESCRIPTION OF OPTIONAL WORK ACTIVITIES	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
7	**Cut, Process, Forward and Remove Included Timber - Units 12, 28 (Incense Cedar, Jeffrey Pine, White Fir, Red Fir)**	**Acre**	**83**	**$**	**$**
Required Cost Data: Total Logging Cost of Item 7 (cut, forward, process, haul, profit, etc.) Do not include the Temporary Road Construction/Decommissioning costs priced under Item 11: $_____ **Total Delivered Value of Item 7 (all products removed combined value): $_____** *****Item 7 total price shall equal Total Logging Cost minus Total Delivered Value***					
8	**Mechanical Small Tree Thin - Units 12, 28**	**Acre**	**83**	**$**	**$**
9	**Fuels Treatment – Unit 12, 28**	**Acre**	**83**	**$**	**$**
10	**Removal of Biomass/Cull Logs/Slash at Landings – Units 12, 28 (Biomass includes Lodgepole Pine, Tops and Branches of Included Timber, Small Trees and Cull Logs)**	**Tons**	**998**	**$**	**$**
11	**Temp Road Construction and Decommissioning (Units 12, 28)**	**NTE Miles**	**1**	**$**	**$**
				Total All Optional Service Items	**$**

4. TIMBER/PRODUCT REMOVAL PRICE SCHEDULE:

SPECIES	PRODUCT	ESTIMATED QUANTITY	UNIT OF MEASURE	MINIMUM ACCEPTABLE OFFER	OFFER (FLAT)	TOTAL OFFER
Combined Softwoods	Sawtimber	3450	Ton	**$.01/Ton**	$	$
Combined Softwoods (Topwood, Branches, Small Trees, and Lodgepole Pine)	Biomass	1,090	Ton	**$.01/Ton**	$	$
Combined Softwoods	Nonsaw (Cull Logs)	1,058	Tons	**$.01/Ton**	$	$
					Total – All Products	$

5. TIMBER SUBJECT TO AGREEMENT PRICE SCHEDULE:

SPECIES	PRODUCT	ESTIMATED QUANTITY	UNIT OF MEASURE	MINIMUM ACCEPTABLE OFFER	OFFER (FLAT)
Combined Softwoods	Sawtimber	2,675	Ton	**$0.01/Ton**	**$**
Combined Softwoods (Topwood, Branches, Small Trees, and Lodgepole Pine)	Biomass	545	Ton	**$0.01/Ton**	**$**
Combined Softwoods	Non-saw (Cull Logs)	454	Ton	**$0.01/Ton**	**$**

Notes: All Included Timber products designated for removal have been determined to be deficit by the FS after deducting the associated logging costs from the estimated delivered value. Cut-To-Length is the required logging mechanism for this project.

Cost data requested above for total logging costs and total delivered values associated with Items 1 and 7 - Cut and Remove Included Timber must be provided. This information is proprietary, will not be shared outside the FS, and will be removed from awarded contract documents.

The above schedules are for pricing/payment purposes. **Price Quotes MUST be provided on ALL Items in Schedules: Mandatory Work, Optional Work, Timber/Products Removal Price Schedule and Timber Subject to Agreement Price Schedule.** Unit prices prevail.

Optional work priced in Items 7-11 may be awarded upfront with the mandatory work or via modification if award is determined to be in the best interest of the government. See Clauses 15 and 16 and Provision 30 for further details. The sawtimber, biomass and non-saw removed via Optional Items 7 and 10 shall be accounted for as Timber Subject to Agreement (TSTA). If award of TSTA is made, Appendix B (Timber Specifications - Scaled) and Appendix C (Road Maintenance) shall apply to the product removal. Road maintenance shall be commensurate with use to the standards required for haul. Road maintenance costs shall be included in the Optional Item(s) 7 and 11 prices; no separate payment for road maintenance shall be made.

Refer to Provision 32 - FAR 52.212-1 for quote and technical proposal requirements. Evaluation criteria used by the Forest Service are detailed in Provision 30 – FAR 52.212-2.

An organized site visit was held on 5/14/26 to view the project area and discuss the objectives of this contract. No additional meetings are planned. The notes have been included in the solicitation as Attachment 9.

TECHNICAL DATA

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

Title	Pages
1. Appendix A – Performance Work Statement for Service Items	18
2. Appendix B – Timber Removal (Scaled) Specifications	34
3. Appendix C – Road Maintenance T-Specifications Traffic Control Plan	22 3
4. Maps - Vicinity (1) Contract Area Maps (3)	4
5. Cruise Report	59
6. Wet Weather Operating Plan	9
7. Fire Plan	10
8. Service Contract Act Wage Determination #1977-0727, Revision #80 dated 5/13/2026	6
9. Site Visit Notes	1

CONTRACT CLAUSES

7. Federal Acquisition Regulation (FAR) and United States Department of Agriculture Acquisition Regulation (AGAR) Clauses and Provisions

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

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

8. FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

See parent BPA for full clause text.

FAR 52.212-4 ADDENDA (Clauses 9 - 26)

9. FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also the full text of the

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

FAR 52.204-13 System for Award Management—Maintenance (NOV 2025)
FAR 52.222-90 Addressing DEI Discrimination by Federal Contractors (APR 2026)
FAR 52.232-40 Providing Accelerated Payment to Small Business Subcontractors (MAR 2023)
FAR 52.240-41 Security Prohibitions and Exclusions (NOV 2025)
FAR 52.244-6 Subcontracts for Commercial Products and Commercial Services (NOV 2025)

10. SPECIFICATIONS

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

11. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after receipt of Notice to Proceed or Order for specific work items, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **November 1, 2028**. The time stated for completion shall include final cleanup of the premises. **No additional contract time will be granted for completion of awarded optional work.**

****Due to heavy summer recreation use, no work shall occur on the following Federal holidays: Memorial Day, Independence Day and Labor Day.**

****Of the total 165 mandatory acres to be treated, no fewer than 85 acres shall be completed by 11/15/2027. The timber removal, mechanical small tree thin and fuels treatment shall be completed across the 85 acres completed.**

12. CONTRACT OPERATIONS SCHEDULE

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

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

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

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

Subdivision/ Area/Unit	Conditions of Operation	Purpose
Treatment Units 7, 12, 13, 29	No operations other than hauling and road maintenance shall occur from February 15 through September 15. If Forest Service surveys indicate that nests are inactive, timing restriction may be waived.	Limited Operating Period for nesting birds (American Goshawk)
All	Due to general recreation activity within Project Area or vicinity, operations shall occur on weekdays only unless by agreement.	Public Safety
All	Operations will be restricted to the hours of 8 a.m. to 6 p.m. daily unless otherwise agreed to in writing.	Tahoe Regional Planning Agency (TRPA) Noise Restrictions
All	Restricted operations October 16 - April 30. Refer to Wet Weather Plan Attachment.	Resource protection

13. FOREST PRODUCT APPRAISAL METHODOLGY

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

14. TIMBER PRODUCT VOLUME ESTIMATION

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

The Cruise Report has been supplied as Attachment 5. Within the report, the Lodgepole Pine (LP) is categorized as sawtimber; however, due to recent feedback from purchasers regarding the high level of defect present in this species within the Lake Tahoe Basin, the LP sawtimber volume was included in the Timber Product Removal and Timber Subject to Agreement Schedules as biomass. Further, the LP sawtimber total estimated volume (731 Tons) is included within the Item 5 and Item 10 Removal of Biomass/Slash at Landings estimated quantities.

Prior to solicitation finalization, 22 acres of ground was moved from Unit 12 into Unit 7. The Cruise Report was not re-run based on the changed acreages but the estimates in the report were used to shift sawtimber and biomass figures from the Timber Product Removal Price Schedule to the Timber Subject to Agreement Price Schedule.

15. OPTIONAL LINE ITEMS

The Government may fund and bilaterally award optional line items identified in the schedule, in the quantity and at the prices quoted. The Contracting Officer may award the optional line items upfront, at time of initial contract award, or via contract modification. The quoted unit prices for the optional work will be incorporated into the contract as material terms of the contract whether or not they are exercised up front. Award of optional work shall

be made no later than August 1, 2027, unless otherwise agreed. Optional items may be funded, at the sole discretion of the Contracting Officer, with either (a) appropriated dollars or (b) non-monetary credit unless otherwise agreed between the parties.

16. OPTION FOR INCREASED QUANTITY

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

17. POST AWARD CONFERENCE

A post award conference with the successful offeror is required. It will be scheduled at least **10** days prior to work commencement. The conference will be held at **the Lake Tahoe Basin Management Unit Supervisor's Office: 35 College Drive South Lake Tahoe, CA 97150.**

18. KEY PERSONNEL

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

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

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

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

Key Personnel- Representatives:

Unless otherwise agreed, Contractor shall designate, in writing, a representative who is authorized to receive notices in regard to performance under this contract and take related action. In no case shall Contractor designate any representative to this contract who is currently debarred, proposed for debarment, or suspended by the Federal Government. Contractor's representative shall provide a copy of the contract to Contractor's field

supervisor and persons authorized to assume responsibilities in the field super- visor's absence. Prior to initial operations and after shutdowns of 10 days or more, Contractor's representative shall notify Forest Service 2 days, excluding weekends and Federal holidays, before any operations begin on Contract Area.

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

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

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

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

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

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

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

Wheeled or track-laying equipment shall not be operated in areas identified as needing special measures for the protection of cultural resources, except on roads, landings, tractor roads, or approved skid trails. Unless agreed otherwise, trees will not be felled into such areas. Contractor may be required to backblade skid trails and other ground disturbed by Contractor's operations within such areas in lieu of required cross ditching.

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

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

Label on Contract Area Map	Restrictions
Treatment Units 7, 12, 13, 29	No operations other than hauling and road maintenance shall occur from February 15 through September 15. If Forest Service surveys indicate nests are inactive, timing restriction may be waived.
Avoidance Areas	Botany: Exclude equipment traffic and soil-disturbing activities in known infestation sites. Stage equipment, materials, or crews in paved areas whenever possible. Avoid blue and fluorescent orange, fluorescent green and orange, and orange with "Noxious Weed" or "Invasive Species" print flagging. Before moving equipment from units containing noxious weed areas, equipment must be washed and inspected by Contracting Officer Representative.
Avoidance Areas	Cultural resources: No ground disturbance within blue/black striped flagged area. No piling, no dragging, no processing within blue/black flagged area. Full suspension removal permitted within blue/black flagged area as long as **no ground** disturbance activities occur within the blue/black flagged area. Hand falling may be permitted within blue/black striped flagged area with prior approval from appropriate Special Management Area specialist.
All Units	Limit operations to Cut-to-Length systems that operate on a bed of slash. Contractor shall minimize damage to aspen groves to the greatest extent practicable.

20. PROTECTION OF IMPROVEMENTS

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

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

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

PROTECTED IMPROVEMENTS		
IMPROVEMENT	**DESCRIPTION**	**LOCATION**
Roads	All USFS, Caltrans, Eldorado County Roads (including associated features)	As identified on Contract Area Maps

Trails	All USFS Trails in and adjacent to all units (including associated features). Trails may be crossed with machinery only at locations agreed to in advance and must be repaired to pre-operations conditions.	As identified on Contract Area Maps
Overhead Powerlines	All Powerlines Liberty Utilities, AT&T, Spectrum in and adjacent to all units.	As identified on Contract Area Maps
Overhead Telephone Lines	All telephone and other utility lines in and adjacent to all units. Landings and piles must be located a minimum of 100 feet horizontally from overhead lines.	As identified on Contract Area Maps
Manholes Added	All South Tahoe Public Utility District Manholes adjacent to units.	As identified on Contract Area Maps
Gates	All USFS and Eldorado County gates (including associated features)	As identified on Contract Area Maps
Fences	All fences along private property boundaries	Private Property Boundary Shown on Contract Area Maps
Survey Monuments	All survey monuments and associated signs and bearing trees	As identified on Contract Area Maps

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

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

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

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

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

21. STREAMCOURSE PROTECTION

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

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

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

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

(d) Limit operations within Stream Environment Zones (SEZ) to machines with low ground pressure (may include but is not limited to rubber-tired equipment), equipment that operates on a bed of slash, or other innovative technologies that reduce impacts to soils.

(e) Prohibit equipment operations in ephemeral channels, except at crossings. Ephemeral crossings would be avoided where feasible, and where necessary, would be limited to 1 crossing every 800 feet of channel, as determined by the contract administrator.

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

(g) Use directional falling to keep felled trees out of intermittent and perennial streams.

Label on Contract Area Map	Restrictions
Protection of Streamcourse, Ephemeral Buffer Strip	No mechanical equipment is allowed within 25 feet of a channel (marked on the ground with red/black flagging). Crossings must be approved by Forest Service.
Protection of Streamcourse, Intermittent Buffer Strip	No mechanical equipment is allowed within 25 feet of a channel (marked on the ground with red/black flagging).
Protection of Streamcourse, Perennial Buffer Strip	No mechanical equipment is allowed within 25 feet of a channel (marked on the ground with red/black flagging).

22. AGAR 452.203-71 Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Compliance (Dec 2025)

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

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

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

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

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

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

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

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

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

(End of Clause)

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

(a) Definitions.

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

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

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

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

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

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

1. Requires the Government to pay future fees, penalties, interest, legal costs, early-termination fees, cancellation fees, minimum purchase commitments, true-up payments, seat-count minimums, usage minimums, continued-use charges, or any other financial obligation not expressly authorized by the contract.
2. Requires the Government to indemnify the contractor or any other entity.
3. Restricts the Government's ability to obtain similar supplies or services from another source.
4. Imposes any penalty, financial or otherwise, based on the Government's decision not to exercise an option.
5. Subjects the United States Government to the laws of any U.S. state, territory, district, municipality, or foreign nation, except where Federal law expressly permits such application.
6. Requires dispute resolution in a forum or venue other than one prescribed by applicable Federal law.
7. Establishes a period of limitations for bringing an action that differs from that provided by applicable Federal law.
8. Grants the contractor rights to use, mine, access, aggregate, analyze, or otherwise exploit Government data, usage data, or metadata.
9. Deems the Government to have accepted initial or revised terms based on silence, continued performance, or failure to object.
10. Grants the supplier the right to audit Government facilities, systems, records, or use of the product or service, except as expressly authorized by the contract and applicable Federal law.

11. Requires the Government to accept supplier security requirements, network access requirements, monitoring, penetration testing, or other technical or security measures.
12. Permits the supplier to suspend, degrade, or terminate access to products or services based on alleged non-payment, alleged breach, automated security triggers.
13. Limits the Government's right to use, install, access, test, evaluate, or transfer the licensed product or service in any manner consistent with the contract and Federal law.
14. Requires the Government to store, process, maintain, or transmit data in a particular geographic location, or permits the supplier to transfer Government data outside the United States, except as expressly authorized by applicable Federal law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

24. AGAR 452.204-70 Modification for Contract Closeout (APR 2026)

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

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

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

(End of Clause)

25. AGAR 452.236-70 Emergency Response, Fire Suppression, and Liability.

(a) *Contractor's Responsibility for Responding to Emergencies*. When directed by the contracting officer, the Contractor shall allow the Government to temporarily use employees and equipment from the work site for emergency work (anticipated to be restricted to firefighting). This is considered to be within the general scope of the contract. An equitable adjustment for the temporary use of employees and equipment will be made under the Contract Terms and Conditions—Commercial Products and Commercial Services Changes clause, FAR 52.212-4 (c).

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

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

(1) *Operations Fire*. An “operations fire” is a fire caused by the Contractor's operations other than a negligent fire. The Contractor agrees to reimburse the Forest Service for such cost for each operations fire, subject to a maximum dollar amount of **$33,200**. The cost of the Contractor's actions, supplies, and equipment expended or used on suppressing any such fire, or otherwise provided at the request of Forest Service, shall be credited toward such maximum. If the Contractor's actual cost exceeds the contractor's maximum obligation stated above, the Forest Service shall reimburse the contractor for the excess.

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

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

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

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

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

(End of Clause)

26. FIRE PRECAUTIONS AND CONTROL

1. Fire Period and Closed Season

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

2. Fire Plan

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

3. Substitute Measures

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

4. Emergency Measures

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

5. Fire Control

The Contractor shall, independently and in cooperation with the Forest Service, take all reasonable action to prevent and suppress fires in the project area. Independent initial action shall be prompt and shall include the use of all personnel and equipment available in the project area. For the purpose of fighting forest fires on, or in the vicinity of the project which are not caused by the Contractor's operations, the Contractor shall place employees and equipment temporarily at the disposal of the Forest Service. Any individual hired by the Forest Service will be employed in accordance with the Interagency Pay Plan for Emergency Firefighters. The Forest Service will compensate the Contractor for equipment rented at firefighting equipment rates common in the area, or at prior agreed to rates.

6. Compliance with State Forest Laws

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

7. Specified Fire Precautions and Emergency Precautions
Specific requirements defined within Attachment 7 – Fire Plan and Appendix B C7.2# and C7.22#.

END OF FAR 52.212-4 ADDENDUM

27. FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS — COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (NOV 2021)

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

***** Prior to the award of a BPA Call, the BPA holder in line for award shall have its BPA modified to incorporate the new Executive Order requirements. This clause has been updated to reflect the Trout Creek Cut-To-Length Stewardship IRSC requirement.**

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).
(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78(19 U.S.C. 3805 note)).

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

[*Contracting Officer check as appropriate*.]

_X_(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).
__(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).
__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
_X_(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
__ (5) [Reserved].

_X_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
__ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
_X_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101 note).
_X_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
__ (10) [Reserved].
__ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2021) (15 U.S.C. 657a).
__ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Sep 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
__ (13) [Reserved]
(14)
_X_ (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
__ (ii) Alternate I (Mar 2020) of 52.219-6.
(15)
__ (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
__ (ii) Alternate I (Mar 2020) of 52.219-7.
_X_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
(17)
__ (i) 52.219-9, Small Business Subcontracting Plan (Nov 2021) (15 U.S.C. 637(d)(4)).
__ (ii) Alternate I (Nov 2016) of 52.219-9.
__ (iii) Alternate II (Nov 2016) of 52.219-9.
__ (iv) Alternate III (Jun 2020) of 52.219-9.
__ (v) Alternate IV (Sep 2021) of 52.219-9.
(18)
__ (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
__ (ii) Alternate I (Mar 2020) of 52.219-13.
_X_ (19) 52.219-14, Limitations on Subcontracting (Sep 2021) (15 U.S.C. 637s).
__ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
__ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Sep 2021) (15 U.S.C. 657f).
(22)
_X_ (i) 52.219-28, Post Award Small Business Program Rerepresentation (Sep 2021) (15 U.S.C. 632(a)(2)).
(ii) Alternate I (Mar 2020) of 52.219-28.
__ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Sep 2021) (15 U.S.C. 637(m)).
__ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Sep 2021) (15 U.S.C. 637(m)).
__ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
__ (26) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15U.S.C. 637(a)(17)).
_X_ (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
__ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan2020) (E.O.13126).
~~__ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).~~
(30)
~~__ (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).~~
~~__ (ii) Alternate I (Feb 1999) of 52.222-26.~~
(31)

_X_ (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
__ (ii) Alternate I (Jul 2014) of 52.222-35.
(32)
_X_ (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
(ii) Alternate I (Jul 2014) of 52.222-36.
_X_ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
_X_ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
(35)
_X_ (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
__ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
_X_ (36) 52.222-54, Employment Eligibility Verification (Nov 2021). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
(37)
__ (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
__ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
__ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
(40)
__ (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
__ (ii) Alternate I (Oct 2015) of 52.223-13.
(41)
__ (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
__ (ii) Alternate I (Jun2014) of 52.223-14.
__ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
(43)
__ (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
__ (ii) Alternate I (Jun 2014) of 52.223-16.
_X_ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
__ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
__ (46) 52.223-21, Foams (Jun2016) (E.O. 13693).
(47)
__ (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
__ (ii) Alternate I (Jan 2017) of 52.224-3.
__ (48) 52.225-1, Buy American-Supplies (Nov 2021) (41 U.S.C. chapter 83).
__ (49)
__ (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2021) (41 U.S.C.chapter83, 19 U.S.C. 3301note, 19 U.S.C. 2112note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
__ (ii) Alternate I (Jan 2021) of 52.225-3.
__ (iii) Alternate II (Jan 2021) of 52.225-3.
__ (iv) Alternate III (Jan 2021) of 52.225-3.

__ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).
_X_ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
__ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302Note).
__ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (42 U.S.C. 5150).
__ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).
_X_ (55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
__ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
__ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
_X_ (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).
__ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
__ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
__ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
__ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
(63)
__ (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).
__ (ii) Alternate I (Apr 2003) of 52.247-64.
__ (iii) Alternate II (Nov 2021) of 52.247-64.

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

[*Contracting Officer check as appropriate*.]

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

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

Employee Class	Monetary Wage -- Fringe Benefits
Heavy Equipment Operator WG-8	$29.91/hour
Crew Leader GS-5	$19.52/hour
Forestry Technician GS-5	$19.52/hour
Laborer GS-3 or GS-4	$15.54/hour or 17.45/hour

_X_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

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

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

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

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

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

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

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

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

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

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

~~(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).~~
~~(vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).~~
(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
(xiii)
(A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).
(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) (41 U.S.C. chapter 67).
(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
(xvi) 52.222-54, Employment Eligibility Verification (Nov 2021) (E.O. 12989).
(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020).
(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
(xix)
(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
(B) Alternate I (Jan 2017) of 52.224-3.
(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

SOLICITATION INFORMATION (PROVISIONS)

28. FAR 52.237-1 SITE VISIT (Apr 1984)

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

AWARD TYPE

29. FIRM FIXED PRICE

It is anticipated that a firm, fixed price contract will be awarded as a result of this synopsis/solicitation with a deadline of 11/01/2028. The Government intends to make one award from this solicitation. Therefore, to be considered responsive, contractors must submit pricing for all items.

EVALUATION AND BASIS FOR AWARD

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

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

Technical Proposals shall be evaluated by a Technical Evaluation Panel using an adjectival system. The panel will not have access to price proposals during the technical evaluation process. In evaluating the Quoter's technical capability, the Government will consider how well the quoter complied with the instructions in this solicitation. The Government will consider any noncompliance to be indicative of what can be expected from the quoter during contract performance.

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

1. **Technical Approach**

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

- How well does the proposed plan address the treatment and removal of included timber and biomass material from Forest Service land? Has a plan been provided regarding temporary road construction that is logistically feasible given the unit conditions?
- What method will be utilized to remove all products harvested and what market(s) it will be provided to?
- How well will stream courses and aspen stands be protected during operations?
- How will operations be performed to protect public safety in units adjacent to private land, road and USFS trails and associated infrastructure (i.e. fences, bollards, signs, etc.)?
- How will work be monitored and documented for each work item to ensure a high-quality end-result?
- How logical and reasonable is the overall proposed sequence and schedule of operations? Does it comply with the contract restrictions? Does it meet or exceed the required completion dates?
- How experienced are key personnel in the work they will be performing?
- How suitable is the equipment and is it adequate for use on this contract?

2. Relevant Past Performance

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

Quoters will be evaluated on their past performance of similar type contracts performed within the last three

years in accordance with the following subfactors:

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

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

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

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

3. Benefit to the Local Community

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

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

Ratings for employment or utilization of local workforce/benefit to the Local Community will be evaluated as follows

- **Highest evaluated rating**: Complete utilization of local work forces, local sourcing of supplies/materials and marketing/utilization of removed material in the local area.
- **Secondary evaluated rating**: Some, but not all, utilization of local work forces, local sourcing of supplies/materials and marketing/utilization of removed material in the local area.
- **Lowest evaluated rating**: Little utilization of local work forces, local sourcing of supplies/materials and marketing/utilization of removed material in the local area.

4. Price Evaluation Criterion

All mandatory and optional pay items must be priced. Unit prices shall control. Timber Product Removal and Timber Subject to Agreement pricing associated with Mandatory and Optional work items must be provided that meets or exceeds the minimum acceptable rate to be considered for award. This criterion shall (1) consider price reasonableness, and (2) be used to help determine the quoter's understanding of the work and whether the prices quoted are realistic. The pay items will also be evaluated to determine whether any are materially unbalanced.

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

(b) Options:

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

(c) Award Decision:

If determined necessary by the Contracting Officer, quote revisions may be requested from only those respondents determined to have a reasonable chance of award. The Government reserves the right to make an award to other than the lowest priced quoter or to the quoter with the highest non-price evaluation if the Contracting Officer determines that to do so would result in the best value to the Government. Technical proposals that do not address one or more criteria or fail to provide requested information may be eliminated from further consideration. The awarded contract will incorporate written information provided by the awardee and utilized by the Government as the basis for award selection.

OTHER INFORMATION

31. FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

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

solicitation provision may be accessed electronically at this/these address(es): https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)
52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEPT 2024)
52.204-7 System for Award Management-Registration (NOV 2025)
52.209-2 Prohibition on Contracting with Inverted Domestic Corporations - Representation (Sep 2025)
52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Sep 2025)
52.229-11 Tax on Certain Foreign Procurements – Notice and Representation (JUL 2025)
52.233-2 Service of Protest (Sep 2025)
52.240-90.1 Security Prohibitions and Exclusions Representations and Certifications (Nov 2025)

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

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

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

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

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

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

the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

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

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

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

ADDENDUM TO FAR 52.212-1: The word quote or quoter is substituted in provision 52.212-1 for the word offer or offeror.

Add the following paragraph to (d) Contract Award: The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

Questions shall be submitted via email to karen.ruklic@usda.gov and are due no later than July 2, 2026, at 12:00 PM Pacific Daylight Time. This will ensure enough time to respond before the solicitation period ends. Please include the solicitation name and number as the subject line of the email.

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

(a) General Instructions

(1) Quotes shall be submitted as two separate documents - a technical proposal **and** a price quote. Each part shall be separate and complete so that evaluation of one may be accomplished independently of the other. The price quote shall be submitted with solicitation forms. The technical proposal must not contain reference to cost.

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

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

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

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

- ✓ ***Completed, signed quote (SF-1449 (page 1) with blocks 17a and 30a-c completed). Completed Schedule of Items for all Mandatory and Optional Work Items, the Timber Product Removal Price Schedule and the Timber Subject to Agreement Price Schedule. Respondents shall also complete and return certification entitled "Employment of Eligible Workers – Workforce Certification" below and acknowledge all material amendments issued during the solicitation period.***
- ✓ Technical Proposal responsive to all Evaluation Criteria: Technical Approach, Relevant Past Performance and Benefit to the Local Community information.
- ✓ Responses to Evaluation Criteria excepting Relevant Past Performance will be incorporated into the resulting contract at time of award and shall become material contract requirements.

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

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

(1) **Technical Approach**

Work Activity Plan. Clearly describe how you and/or your subcontractors will meet both the project objectives while minimizing resource damage and ensuring a safe working environment. Include an explanation about how you have determined this approach, and what coordination will occur between the various operations. Please limit your description to 3 pages.

Method. Describe the method or combination of methods you plan to utilize to accomplish the Mandatory Work Items. Please limit this narrative to 4 pages. Include responses to each of these end results, specifications, and objectives:

- ✓ How will operations implement Cut-to-Length logging including operating on slash mats (consider equipment)?
- ✓ How will operations dispose of included saw timber? How will operations dispose of Jeffrey Pine? How and where will the temporary roads be constructed?
- ✓ How will operations treat and remove biomass, cull log material and Lodgepole Pine, and what market(s) will the product be provided to?

- ✓ How your operations will protect resources in and around streamcourses, streamcourse buffer strips and within Stream Environment Zones (e.g. how will equipment crossings be accomplished, what equipment will used, etc.)?
- ✓ How will operations limit damage to aspen stands?
- ✓ How will operations be performed to protect public safety in units adjacent to private land, road and USFS trails and associated infrastructure (i.e. fences, bollards, signs, etc.)?
- ✓ How will quality control be performed?

Equipment. Describe the equipment to be utilized. Provide the makes and models of proposed equipment. Please limit this information to 1 page.

Key Personnel. At a minimum, list the names, experience, and proposed duties of key personnel who will be assigned to the various work items of the project including the overall Project Manager, Logging Supervisor, Fuels Treatment Supervisor, and individual sub-managers (such as individuals supervising sub-contractors). Limit this response to no more than 3 pages.

Timing. Provide a general plan for the sequence of work, including an estimated start date and completion date. Address the deadlines stated in Clause 9 –Commencement, Prosecution, and Completion of Work and restrictions set forth in Clause 10. Contract Operations Schedule. Please limit this information to no more than 1 page.

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

(2) **Relevant Past Performance** Submit past performance information for the prime contractor **and** proposed major subcontractors performing more than 20% of the work. Provide a list of project work that has been completed in the last **3 years** as well as work in progress. The information should focus on contracts and subcontracts similar in nature and complexity to that required by this solicitation. PROVIDE ONLY THE INFORMATION LISTED BELOW. Performance information will be requested from references provided and other known clients. Please limit your response to no more than 3 pages.

- ✓ Names, telephone numbers and email addresses of principal officials in charge of the project who are familiar with your performance.
- ✓ A description of the work, Contract Numbers and the key personnel utilized.
- ✓ The agency/company or individuals contracting the work.
- ✓ The size (value and acreage) and location of the contracts.
- ✓ If applicable, provide information on problems encountered on the contracts and subcontracts listed and the corrective actions taken to resolve those problems.

(3) **Benefit to Local Community**

- ✓ Describe how you will recruit and utilize local labor, including hiring or training of local residents as employees or as subcontractors would be accomplished in terms of retention, expansion, or creation of employment or training opportunities.
- ✓ Describe how and to what degree materials, supplies, lodging, meals, or incidentals would be purchased within local communities.

- ✓ **Describe how any materials removed from Forest Service land would be marketed; specifically, detail to which enterprises the timber products will be sold or otherwise disposed of.** Include contributions to the development of biomass energy, integrated utilization, and/or value-added products for an existing market or emerging market (if applicable).

(c) **Price** - Completion and submission of Unit Prices and Total Amounts for all Mandatory and Optional Pay Items within the Mandatory and Optional Schedules and Offers (Flat) and Total Offers within the Timber Product Removal and Timber Subject to Agreement Price Schedules for all products constitutes the fulfillment of the Government's price quote requirements under this solicitation.

****Offerors shall provide logging costs and delivered product values associated with Mandatory Item 1 and Optional Item 7. This data shall be used for government review purposes only, is considered proprietary, will not be made public, and will not be incorporated into the awarded contract.**

Complete and Submit: **EMPLOYMENT OF ELIGIBLE WORKERS - WORKFORCE CERTIFICATION**
Contractors are required to provide certification under this solicitation in compliance with the Migrant and Seasonal Agricultural Workers Protection Act (MSPA) and Farm Labor Contractor (FLC) Certificate of Registration requirements describing the workforce they will utilize to fulfill the contract requirements under this solicitation and any resulting contract. If the Contractor will supply workers under the H-2B Program, the Contractor is required to provide a copy of the Temporary Employment Certificate issued by DOL. Subcontractors are bound by the same requirements for licenses and permits under this contract. If a Prime Contractor identifies a Subcontractor as part of their workforce to accomplish the work under this solicitation, the Prime Contractor shall submit the Subcontractor's signed certification with their response to the solicitation.

☐ H-2B Workers: (http://www.foreignlaborcert.doleta.gov/)
☐ Company certifies it will not be utilizing H2B Workers under any resulting contract of this solicitation.
☐ Company will be utilizing H2B Workers (under any resulting contract of this solicitation. Provide a copy of Temporary Employment Certificate.) MSPA Workers: (http://www.dol.gov/whd/mspa/)
☐ Company certifies it will not be utilizing MSPA workers under any resulting contract of this solicitation.
☐ Certifies has valid FLC certificate of registration. (Attach a copy of current certification.) Authorization includes:
☐ Transporting workers
☐ Driving
☐ Housing workers
☐ Company has applied for a Certificate of Registration on _____.

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

State of _____ No._____

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

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

(End of provision FAR 52.212-1)

33. NOTICE FOR FILING AGENCY PROTESTS

United States Department of Agriculture (USDA) Protest Procedures

The United States Department of Agriculture (USDA) is committed to fair, transparent, and efficient acquisitions. Interested parties with concerns about this solicitation are encouraged to seek resolution through the following USDA procedures.

Tier 1: Contracting Officer Concern Resolution

Submission: Interested parties with concerns about either the solicitation or subsequent award should first submit their concern directly to the Contracting Officer, providing sufficient detail to allow the Contracting Officer to understand and assess the issue.

Process: The Contracting Officer will review the concern, seek clarification as needed, and engage with the interested party to attempt prompt resolution.

Review Timeline: The Contracting Officer will make every effort to provide a response or resolution within 10 business days of receiving the concern.

Effect on Award or Performance: Tier 1 engagement is not considered an official notification of filing an agency protest and does not pause solicitation deadlines, delay award decisions, or suspend contract performance.

Next Steps: If the matter cannot be resolved at Tier 1, the interested party may file a written agency protest under Tier 2.
USDA encourages all parties to seek resolution with the Contracting Officer before filing an agency protest.

Tier 2: Agency Protest

If concerns cannot be resolved at Tier 1, an interested party may file a written agency protest with either the Contracting Officer or the USDA Independent Review Authority. The decision by the USDA Independent Review Authority is an alternative to a decision by the Contracting Officer. The USDA Independent Review Authority will not consider an appeal of the Contracting Officer's decision on an agency protest.
The protest must state whether the protester elects review by the Contracting Officer, by the UDSA Independent Review Authority. If no election is stated, the Contracting Officer will decide the protest.

Required Information: Protests shall include the information set forth in FAR 33.104-4 (a)(3). Failure to submit the required information may result in a delay or dismissal of the protest.

Submission: Agency protests should be submitted electronically to SPE.inquiry@usda.gov and the Contracting Officer.

Timeliness: Protests must be filed within the timeframes specified in FAR 33.104.

Effect on Award or Performance: Contract awards or performance will be suspended during the protest period unless justified in writing for urgent and compelling reasons or determined to be in the best interest of the Government.

Review Timeline: USDA strives to resolve agency-level protests within 35 business days of receipt.

Election of Forum: By filing a protest with USDA, the protesters agree not to file a protest on the same matter with the Government Accountability Office (GAO) or any other external forum while the agency protest is pending. If such a protest is filed externally, the USDA agency protest will be dismissed.

Questions: Questions regarding this notice or protest procedures should be directed to the Contracting Officer identified in this solicitation.

AGAR PROVISION

34. 452.203-70 Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Certification (Dec 2025)
(a) By submission of its offer, the offeror certifies that:

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

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

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

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

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

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

(End of Provision)