SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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

1. REQUISITION NUMBER: 1152698

PAGE 1 OF 3

2. CONTRACT NO.

3. AWARD/ EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 12363N26Q4146

6. SOLICITATION ISSUE DATE: 06/08/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: KEITH BRUGGER

b. TELEPHONE NUMBER (No collect calls): 307-321-3901

8. OFFER DUE DATE/LOCAL TIME: 07/08/2026 1400 MT

9. ISSUED BY CODE 363N

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

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

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

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 115310

SIZE STANDARD: $34

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 82CA

PIKES PEAK RANGER DISTRICT
601 S WEBER ST
COLORADO SPRINGS CO 80903

16. ADMINISTERED BY CODE 363N

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

17a. CONTRACTOR/ OFFEROR CODE

FACILITY CODE

TELEPHONE NO.

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

18a. PAYMENT WILL BE MADE BY CODE

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This solicitation is restricted to the current vendors with the RMRP BPA ALL QUOTES SHALL BE EMAILED TO: CHAD.BULLOCK@USDA.GOV; D__QUOT.qfbph18abtjs7xx0@u.box.com; on or BEFORE July 8, 2026, 2:00 PM MOUNTIAN TIME. Since all documents will be submitted to me electronically. Follow this naming convention for your attachments and keep the subject line the same or just reply all to this email. 26Q4146-RASPBERRY-VendorName-Quote AND *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

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

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

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

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ 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)*: CHAD A. BULLOCK

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	26Q4146-RASPBERRY-VendorName-Technical. Be sure to fill out all required documentation. Required to be filled in below: Company Name:_____ POC Name:_____ Phone number:_____ Email:_____ BPA/IDIQ/MATOC Contract #_____ UEI SAM #_____ Contractual POC: Chad A.T. Bullock Contracting Officer, chad.bullock@usda.gov 385-368-5300 Contractual Technical: Kyle Melton APSO, kyle.melton@usda.gov 970-640-9867 Delivery Location Code: USDA FOREST SERVICE PIKES PEAK RANGER DISTRICT 601 S. WEBER ST. COLORADO SPRINGS, CO Period of Performance: 7/20/2026 to 07/01/2029 Delivery: 07/01/2029 Mark For: USDA-FS STEWARDSHIP CONTRACTING BR 1400 INDEPENDENCE AVE SW MS-1138 WASHINGTON DC 20250-1138 Period of Performance: 07/15/2026 to 07/01/2029				
0001	The objectives of Raspberry Crags Stewardship project include increasing forest health and Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

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

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

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

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	vigor, increasing watershed health, reduction of high severity fire potential, and increasing landscape heterogeneity. Mandatory Work Items: 01 Cut and Mechanically Pile 513 acres (Units 2a, 2c, 5, 6a,7,8,9a) Optional Work Items: 02 Hand Thinning and Piling 75 acres (Units 1,4,10) 03 Hand Thinning and Chipping 31 acres (Unit 3) 04 Cut and Remove Included Timber 71 acres (Units 2b, 2d, 9b) 05 Non-system Trail Closure 0.21 Miles 06 Non-system Trail Closure 0.86 Miles The "Submit Invoice-to" address for USDA orders is the Department of Treasury's Invoice Processing Platform (IPP), https://www.ipp.gov. If the contractor lacks an IPP account, USDA will automatically initiate the enrollment process with Treasury using the contractor's SAM.gov Accounts Receivable POC as the IPP account holder. Once the enrollment process is complete, the IPP account holder will receive notification and can being invoicing. More information about IPP can be found at: https://www.ipp.gov				

STATEMENT OF REQUIREMENT

1. GENERAL INFORMATION:

Proposals shall be valid for 60 days after the date of receipt for the solicitation. If additional time is needed, an extension will be requested. Refer to Section 35 for instructions on preparing your proposal and pricing. Submit technical proposals and price proposals separately, **via email**, to the individual(s) shown in box 28 of page 1.

2. PROJECT DESCRIPTION

(a) **Description of Work**- The objectives of this project include increasing forest health and vigor, increasing watershed health, reduction of high severity fire potential, and increasing landscape heterogeneity. These objectives will be accomplished through the following:

a. A reduction of mid-closed structural stages to encourage the development of more mid-open, late-open conditions.
b. Create a mosaic of forest conditions and structures that allow for wildfires to burn and other insect and disease and disturbance agents to occur at intensities and severities and scales within the natural range of variability for specific ecological systems.
c. Cut and mechanically pile described timber and fuels.
d. Hand cut and pile biomass and non-sawtimber.
e. Hand cut and chip biomass and non-sawtimber to clear campsites.
f. Cut and remove included timber.
g. User created road/trail decommissioning to protect wildlife and roadless areas.

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

(c) Project Location- This project is located approximately 3.75 miles SE of Divide, Colorado in: T13S, R69W, Sections 10, 15, 19, 20, 28, 29, 30, 32, and 33, and T14S, R69W, Sections 4 and 5, 6th PM, Teller County, Colorado, on the Pike-San Isabel National Forest, administered by the Pikes Peak Ranger District. Access to the project is via Hwy 67. Unit boundaries are geo-fenced unless marked in orange paint where shared with private boundaries or otherwise discernable.

(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.

(e) 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.

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

Optional activities are listed in order of planned priority. Award may be made for optional items in any order that the Contracting Officer determines is in the best interest of the Government.

SCHEDULE OF ITEMS

3. MANDATORY WORK ACTIVITIES:

ITEM NO.	DESCRIPTION OF MANDATORY WORK ACTIVITIES	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	Cut and Mechanically Pile (Units 2a, 2c, 5, 6a, 7, 8, 9a)	Acre	513	$	$
				Total All Mandatory Service Items	$

OPTIONAL WORK ACTIVITIES:

ITEM NO.	DESCRIPTION OF OPTIONAL WORK ACTIVITIES	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
2	Hand Thinning and Piling (Units 1, 4, 10)	Acre	75	$	$
3	Hand Thinning and Chipping (Unit 3)	Acre	31	$	$
4	Cut and Remove Included Timber (Units 2b, 2d, 9b)	Acre	71	$	$
5	Non-System Trail Closure	Mile	0.21	$	$
6	Non-System Trail Closure	Mile	0.86	$	$
				Total All Optional Service Items	$

4. OPTIONAL ACTIVITIY TIMBER/PRODUCT REMOVAL PRICE SCHEDULE

SPECIES	PRODUCT	ESTIMATED QUANTITY	UNIT OF MEASURE	MINIMUM ACCEPTABLE OFFER	OFFER (FLAT)	TOTAL OFFER
Engelmann Spruce	Sawtimber Live	613	CCF	**$0.25**	$	$
Engelmann Spruce	Sawtimber Dead	219	CCF	**$0.25**	$	$
Limber Pine	Sawtimber Live	82	CCF	**$0.25**	$	$
Limber Pine	Sawtimber Dead	67	CCF	**$0.25**	$	$
Engelmann Spruce	Non-sawtimber Live	98	CCF	**$0.25**	$	$
Engelmann Spruce	Non-sawtimber dead	43	CCF	**$0.25**	$	$
Aspen	Non-sawtimber Dead	13	CCF	**$0.25**	$	$
Total Sawtimber		981	CCF			

Total Non-sawtimber	154	CCF		
			Total – All Products	**$**

TIMBER SUBJECT TO AGREEMENT PRICE SCHEDULE:

SPECIES	PRODUCT	ESTIMATED QUANTITY	UNIT OF MEASURE	MINIMUM ACCEPTABLE OFFER	OFFER (FLAT)
All	Biomass	N/A	Green Ton	**$0.01**	**$**

Schedule Notes

Note: These schedules are for pricing/payment purposes. Refer to Section 35, Instructions to Offerors for business proposal requirements. Evaluation criteria used by the Forest Service for proposals is in Section 33 of this solicitation..

Note: Enter a quantity and Offer (Flat) in the Timber Subject to Agreement Removal Price Schedule if Timber Subject to Agreement (TSA) is being requested in the Technical Proposal. No entry indicates no desire to remove TSA. TSA quantity will be negotiated and agreed to at award or by modification post award.

Note: Price Proposals MUST be provided on ALL Items in Schedules: Mandatory Work and Optional Work Activities AND Optional activity Timber/Products Removal Price Schedule. Unit prices prevail.

Note: Small Business Set-aside procurements do not have the same restrictions as SBA set aside timber sales in regards to the size of businesses that can receive or purchase to manufacture the included timber.

An organized site visit is scheduled to view the project area and discuss the objectives of this contract. See Provision 30. SITE VISIT/PREPROPOSAL CONFERENCE for complete details.

PERIOD OF PERFORMANCE IS FROM DATE OF AWARD THROUGH July 1 2029.

TECHNICAL DATA

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

Title	Pages
1. Appendix A – Technical Specifications for Service Work Items	11
2. Appendix B – Timber Removal (Scaled) Specifications	27
3. Appendix C – T-Specs	6
4a. Vicinity Map 4b. Contract Area Map #1 4c. Contract Area Map #2 4d. Contract Area Map #3	1 1 1 1
5. Service Contract Wage Determination #2015-5417, Revision #32 dated 5/13/206	7

CONTRACT CLAUSES

6. 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.

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

See parent BPA for full clause text and associated addenda.

FAR 52.212-4 ADDENDA

8. 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 52.232-39 Unenforceability of Unauthorized Obligations (June 2013)
FAR 52.232-40 Providing Accelerated Payment to Small Business Subcontractors (MAR 2023)
FAR 52.240-91 Security Prohibitions and Exclusions (NOV 2025)
FAR 52.244-6 Subcontracts for Commercial Products and Commercial Services (NOV 2025)

9. 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 found in Appendix C for Stewardship related projects. Projects that include road construction and/or reconstruction may include Appendix D.

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

The Contractor shall be required to (a) commence work under this contract within **10 calendar days** after receipt of Notice to Proceed or Order for specific work items, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **July 1st, 2029**. The time stated for completion shall include final cleanup of the premises.

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

11. PERIOD OF PERFORMANCE

The period of performance of this contract is from **date of award** through **July 1st 2029.**

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 schedule shall be subject to modifications necessitated by weather, markets, or other unpredictable circumstances.

Timeframe	Restriction Description
Weekends from Friday at 5:00 PM until Monday 6:00 AM.	No hauling allowed. Full contract area.
Federal Holidays starting at 5:00 PM the day before the holiday to 6:00 AM the day after the holiday.	No hauling allowed. Full contract area.
When soil moisture is below the plastic limit or protected by at least 1 foot of packed snow or 2 inches of frozen soil.	No operations of heavy equipment. Full contract area.
May 22nd – September 20th	No operations within Unit 3.
May 1st – December 1st	No operations or hauling within Units 4, 5.

13. FOREST PRODUCT APPRAISAL METHODOLGY

Minimum acceptable offer rates for Timber and Product removal were determined using standard Forest Service appraisal methodologies. The mechanical piling, decking, and hand work cost centers were not included in the appraisal valuation of Forest Products as they are service work items on the schedule that the Government recognizes as carrying increased costs for removal.

The mechanical piling, decking, and hand work costs for included products were calculated on a weighted average for ground-based volumes and no mechanical piling, decking, or hand work was included in the appraisal.

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.

15. OPTIONAL LINE ITEMS

The Government may fund and unilaterally exercise optional line items identified in the schedules, in the quantity and at the awarded price. The Contracting Officer may exercise unfunded options by written notice to the Contractor within the first 3 months of the period of performance unless otherwise agreed. Optional items may be funded, at the sole discretion of the Contracting Officer, with either (a) appropriated dollars or (b) non-monetary credit unless otherwise agreed between the parties.

16. OPTION FOR INCREASED QUANTITIY

The Government and the Contractor may, by mutual written agreement, increase the quantity of any line item identified in the schedules. Unless otherwise agreed, such increases shall be at the unit price specified in the contract. Adjustments to quantities may be considered where changed conditions arise that affect performance, mission requirements, or program needs. The parties agree to increase quantities under this clause shall apply during the first 6 months of the period of performance, unless otherwise agreed in writing. Any increase in quantities shall require bilateral agreement of the parties. Optional line-item increases may be funded with either (a) appropriated dollars or (b) non-monetary credit as agreed between the parties.

17. POST AWARD CONFERENCE

A post award conference with the successful offeror is required. It will be scheduled within **10** days after the date of contract award. The conference will be held at **601 S. Weber St. Colorado Springs, CO 80903 and/or via Microsoft TEAMs.**.

18. KEY PERSONNEL

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

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

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

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

Key Personnel- Representatives:

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

initial operations and after shutdowns of 10 days or more, Contractor's representative shall notify Forest Service 2 days, excluding weekends and Federal holidays, before any operations begin on Contract Area.

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

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

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

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

19. NOTICES

Notices by either party as to action taken or to be taken by the other respecting this contract shall be made in writing to the other party's designated representative unless otherwise agreed.

20. 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
	No operations or hauling within the area to protect calving and fawning concentration areas from habitat modification and disturbance from May 15 – June 30, unless otherwise agreed to by the Forest Service.
	Equipment shall not operate within identified areas, unless an already existing road prism is within the area, then only that road prism may be used and maintained as usual. Area to Avoid will be identified on the ground with orange marked boundary trees, the short mark facing the interior of the cutting unit, or with flagging prior to any treatment.

21. PROTECTION OF IMPROVEMENTS

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

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

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

PROTECTED IMPROVEMENTS		
IMPROVEMENT	**DESCRIPTION**	**LOCATION**
Roads	All Roads (including associated features)	As identified on Contract Area Map
Trails	All NFS System Trails (including associated features)	As identified on Contract Area Map
Powerlines	In and adjacent to Units 1, 8, 9a, 11, and 12a	As identified on Contract Area Map
Gates	Located NFSR 383, 385, and 383.A	As identified on Contract Area Map
Fences	Adjacent to Units 1, 6a, 6b, 11, 12a, and 12b	As identified on Contract Area Map
Post and Cable	Adjacent to Unit 1	As identified on Contract Area Map

Land Survey Monuments	Located throughout contract area	As identified on Contract Area Map
Campsites and Associated Improvements	In and adjacent to Unit 3	As identified on Contract Area Map
Water Right Points	In and adjacent to Units 2b, 3, and 7	As identified on Contract Area Map
Other Protected Improvements	In Unit 8	As identified on Contract Area Map

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

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

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

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

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

22. STREAMCOURSE PROTECTION

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

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

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

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

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

Label on Contract Area Map	Restrictions
Protected Streamcourse	Keep all heavy equipment wheel/tracks at least 10 feet from water's edge. Stream crossing points shall be limited to one location per stream, approved prior to installment by the Forest Service. Crossing points shall consist of logs laid parallel into the stream, topped with soil, or wetland mats.

23. PROTECTION OF PROPERTY

In maintenance, construction and reconstruction of roads, Contractor shall not unnecessarily remove, deface, injure, or destroy trees, shrubs, or other natural features, unless specifically authorized. To the extent practicable, Contractor shall confine operations to within the clearing limit or other areas designated in the contract and prevent the depositing of rocks, excavated materials, stumps, or other debris outside these limits. Material that falls outside these limits shall be retrieved, disposed of, or incorporated in the work to the extent practicable and necessary to protect adjacent resource values, unless otherwise agreed.

24. 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.

25. 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

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

(a) If unliquidated funds in the amount of $1000 or less remain on the contract, the Contracting Officer (Contracting Officer) may issue a unilateral modification for deobligation. The contractor will receive a copy

of the modification but is not required to provide a signature. The Contracting Officer will immediately proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

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

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

27. 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 $2,500.00. The cost of the Contractor's actions, supplies, and equipment expended or used on suppressing any such fire, or otherwise provided at the request of Forest Service, shall be credited toward such maximum. If the Contractor's actual cost exceeds the contractor's maximum obligation stated above, the Forest Service shall reimburse the contractor for the excess.

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

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

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

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

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

28. FIRE PRECAUTIONS AND CONTROL

1. Fire Period and Closed Season
Specific fire prevention measures are listed below and shall be effective for the period January 1st to December 31st 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

Prior to initiating the Contractor's operations during the Fire Precautionary Period, the Contractor shall file with the Government a Fire Prevention and Control Plan providing for the prevention and the control of fires on the Contract Area and other areas of the Contractor's operations. Such plan shall include a detailed list of personnel and equipment at the Contractor's disposal for implementing the plan.

(a) **SMOKING AND LUNCH FIRES.** Smoking is prohibited except inside a building, developed recreation site, vehicle, or while seated in an area of at least 3 feet in diameter that is barren or clear of all flammable materials. The building of camp, lunch, warming and other fires within the Contract Area and vicinity is prohibited, except at established camps, or at other safe places where all flammable material has been cleared away sufficiently to prevent the start and spread of wildfires. The Government may, upon written request of the Contractor, designate specific places where campfires may be built for purposes of heating lunches.

(b) **SPARK ARRESTER AND MUFFLERS.** Operating or using any internal combustion engine, on any timber, brush, or grass covered land, including trails and road traversing such land, without a spark arrester, maintained in effective working order, meeting either:

(1) Department of Agriculture, Forest Service standard 5100, "SPARK ARRESTERS FOR INTERNAL COMBUSTION ENGINES," (current edition); or
(2) The Society of Automotive Engineers (SAE) Recommended Practices J335, "MULTIPOSITION SMALL ENGINE EXHAUST SYSTEM FIRE IGNITION SUPPRESSION," (current revision) and J350, 36 CFR 261.52(j), is prohibited.

Passenger carrying vehicles, pickups, medium and large highway trucks (80,000 GVW) will be equipped with a factory designated muffler system which is specified for the make and model of the respective vehicle/truck or with a muffler system that is equivalent or that exceeds factory specifications. Exhaust systems shall be properly installed and continually maintained in serviceable condition.

(c) **FIRE EXTINGUISHERS AND TOOLS ON EQUIPMENT.** While in use, each internal combustion engine including tractors, trucks, yarders, loaders, welders, generators, stationary engines, or comparable powered equipment shall be provided with at least the following:

(1) 1 fire extinguisher, at least 5#ABC with an Underwriters Laboratory (UL) rating of 3A – 40BC, or greater
(2) 1 shovel, sharp, size O or larger, round-pointed with an overall length of at least 48 inches
(3) 1 axe, sharp, double bit 3-1/2#, or 1 sharp Pulaski Extinguishers, shovels, axes, and Pulaskis shall be mounted so as to be readily available from the ground. All tools shall be maintained in a serviceable condition.

(d) **POWER SAWS.** Each gasoline engine power saw shall be provided with 1 chemical-pressurized fire extinguisher of not less than 8-ounce capacity by weight, and 1 size O or larger, round-pointed shovel with an overall length of at least 48 inches. The extinguisher, and shovel shall be maintained in good working order. The extinguisher shall be with the power saw operator and immediately available for use at all times. The extinguisher shall not be affixed to the saw. The shovel shall be readily available to the operator of the saw at all times. Having the shovel with the gas can used to refuel the saw may be considered "readily available" if not more than 200 feet from the saw. During periods of critical fire danger, the Government may prescribe other precautionary measures. Any fueling or refueling of a power saw shall be done in an area which has first been cleared of material which will carry fire. The power saw shall be moved at least 10 feet from the place of fueling or refueling before starting.

(e) **BLASTING AND WELDING.** The use of fuses in blasting shall not be permitted except near power lines where the danger of accidental detonation is present, and then only by special written permission of the Government. Whenever the relative humidity falls below 50%, the Contractor shall place a watchman at each point where blasting is done who shall remain on duty for at least one hour after blasting is finished, and who shall be equipped with a shovel and a water-filled backpack can equipped with hand pump. During periods when the relative humidity falls below 20%, blasting shall be discontinued unless authorized, with special provisions, in writing by the Government. Blasting shall not be permitted in any area not cleared to mineral soil without advance written approval of the Government and with such special precautions as may be required.

Prima Cord shall not be used in clearing operations, and in other areas where timber has been felled and slash not burned.

Unless otherwise directed in writing by the Government, all flammable material shall be cleared for 10 feet around any piece of equipment being welded. In addition, the Contractor shall provide a fire extinguisher of a size and type designed to extinguish a fire in the flammable materials surrounding the spot being welded.

In order to determine the relative humidity, the Contractor shall either:

(1) Provide and maintain weather instruments, which will measure relative humidity, in the area where blasting will occur; or
(2) Provide communications to obtain weather data from the Government.

Explosives shall be stored at all times in a locked box marked "Explosives". Powder and blasting caps shall be stored in separate boxes.

(f) STORAGE OF FLAMMABLES. Gasoline, oil, grease, and other highly flammable material shall be stored either in a separate building, or at a site where all debris is cleared within a radius of 25 feet. Storage buildings or sites shall be a minimum distance of 50 feet from other structures. Storage buildings shall be adequately posted to warn of the flammables and to prohibit smoking in or around the building.

(g) CAMP FIRE PROTECTION. The grounds around all trailers, buildings, other facilities constructed or placed on or near the Contract Area shall be kept free of flammable material for a distance of at least 20 feet from the wall of such structure. Burning of such flammable material shall be as prescribed by the Government in writing. Stovepipes of all wood burning stoves shall be equipped with suitable roof jacks and serviceable spark arresters. Stovepipes shall be no closer than 2 feet from any wood or other flammables unless adequately protected by metal or asbestos shield.

END OF ADDENDUM TO FAR 52-212-4

29. 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 Raspberry Crags 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) 52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
(7) 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 2019) (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 (Feb 2024) (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).
_X_ (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 () (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 (NOV 2025) (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)).
_X_ (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 2022) (E.O. 13706).
__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

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

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

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

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

(e)

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

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

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

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

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

(v) 52.219-8, Utilization of Small Business Concerns (NOV 2025) (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 (NOV 2025) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (NOV 2025) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (NOV 2025) (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 (NOV 2025) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (NOV 2025) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (JAN 2022).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xix)

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

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

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 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 2025) (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.

SOLICITATION INFORMATION (PROVISIONS)

30. SITE VISIT/PREPROPOSAL CONFERENCE

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

(b) Quoters are encouraged to submit all questions in writing at least five (2) days prior to the conference. Questions will be considered at any time prior to or during the conference; however, quoters may be asked to confirm verbal questions in writing. Subsequent to the conference, an amendment to the solicitation containing an abstract of the questions and answers and a list of attendees, will be disseminated.

(c) In order to facilitate conference preparations, interested vendors shall email ryan.harlow@usda.gov regarding the of the number of persons who will attend no later than noon on Friday, June 19, 2026.

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

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

(f) The conference will be held:

Date: Monday June 22 , 2026
Time: 10:00 AM

Location: Participants shall meet at 10:00 AM the Crags Campground, Divide, CO 80814.

31. 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

32. 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 07/01/2029. 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

33. 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 Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

The offeror's proposal shall be in the format prescribed and shall contain a response to each of the areas identified, which affects the evaluation factors for award. The Government will determine best overall value on the basis of the factors described below.

GENERAL: Proposals will be evaluated on the basis that the following technical factors are 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 being significantly more important than
3. Utilization of Local Work Forces/Benefit to Local Community.

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

(a) **TECHNICAL CRITERIA**. The technical proposals will be evaluated and ranked according to the following criteria.

1. Technical Approach

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

- How the Designation by Prescription is proposed to be implemented, considering equipment, need for marking, etc.
- How well proposed operations will meet safety considerations?
- How logical and reasonable the proposed sequence and schedule of operations fits the proposed timeframes and what degree, if any, shorter time frames are proposed.
- How experienced are key personnel in the work they will be performing?
- How suitable is the equipment and is it adequate to be used on this contract?
- How well the proposed schedule addresses the treatment of included timber (and biomass material, if applicable), from cutting to the removal from Forest Service land?
- What method will be utilized to remove all products harvested and what market(s) it will be provided to.
- How quality assurance will be monitored and documented for each bid item.

Individual elements of Technical Approach Ratings will be evaluated as follows. The aggregate of element ratings will be weighed equally to determine the final rating for Technical Approach:

A. **Outstanding**: Proposal demonstrates a clear and logical plan with no identified risks to achieve the required end results, identifies specific key personnel who will be conducting inspections and the specific procedures they will use while inspecting, little to no scheduled work/contractual conflicts and realistic production rates for work items are provided to complete all work activities in the stated operating seasons, plan is presented in a very logical manner and size of work force reflects the production rates proposed.

B. **Satisfactory**: Proposal demonstrates a clear plan with acceptable risks to achieve the required end results, identifies key personnel or positions who will be conducting inspections and the procedures they will use while inspecting, some scheduled work/contractual conflicts that are determined acceptable and production rates for work items are provided to complete work activities within the stated periods of performance for each project area, plan is presented in a logical manner and size of work force reflects the production rates proposed.

C. **Marginal**: Proposal demonstrates a plan with increased risks to achieve the required end results, identification of key personnel or positions who will be conducting inspections and the procedures they will use while inspecting are unclear, existing work/contractual obligations are determined an increased risk and no plan is provided to complete work activities within the stated period of

performance for each project area.

D. **Unacceptable:** Proposal fails to demonstrate an understanding for any of the Technical requirements in the solicitation.

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.

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

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

Past performance by key subcontractors and predecessor firms will be considered in the offeror's past performance. However, the offeror'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 offeror performance may be utilized.

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

Offerors with past performance data will be evaluated in the same manner as all other evaluation factors; however, those offerors with no past performance data will treated as an unknown performance risk and neither be evaluated favorably nor unfavorably. Therefore, offerors 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. The evaluation will include a determination as to how realistic and achievable the proposed

methods are with added consideration for the impact and magnitude to which the local community will benefit from their operations including:

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

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

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

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

1) **Outstanding**: Complete utilization of work forces and local sourcing of supplies/materials from counties within or adjacent to the Pike San-Isabel National Forest along with complete marketing and utilization of all removed material in the project area.
2) **Satisfactory**: Some, but not all, utilization of work forces and local sourcing of supplies/materials from counties adjacent to the Pike San-Isabel National Forest with some marketing and utilization of removed material in the project area.
3) **Marginal**: Little utilization of removed materials, work forces and little local sourcing of supplies/materials from counties adjacent to Pike San-Isabel National Forest.
4) **Unacceptable:** No utilization of materials, work forces and no local sourcing of supplies/materials from counties adjacent to Pike San-Isabel National Forest, or no mention of local benefits included in the proposal.

4. Cost/Price Evaluation Criterion

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

B. The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, if considered necessary by the Contracting Officer, discussions will be conducted with only those offerors determined to have a reasonable chance for award.

A. The Government reserves the right to make an award to other than the lowest priced offeror or to the offeror with the highest non-price evaluation if the Contracting Officer determines that to do so would result in the greatest value to the Government.

D. All pay items on the Schedule of Items must be priced in order to be considered for award.

(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).

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

before award. **The award will incorporate written information provided by the offeror(s) and utilized by the Government as the basis for award selection.**

(End of provision)

OTHER INFORMATION

34. 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

52.203-1 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)
52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEPT 2024)
52.204-7 System for Award Management-Registration (NOV 2025)
52.209-2 Prohibition on Contracting with Inverted Domestic Corporations - Representation (Sep 2025)
52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Sep 2025)
52.229-11 Tax on Certain Foreign Procurements – Notice and Representation (JUL 2025)
52.233-2 Service of Protest (Sep 2025)
52.240-90.1 Security Prohibitions and Exclusions Representations and Certifications (Nov 2025)

35. 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 chad.bullock@usda.gov ***and are due no later than June 29, 2026, at 2:00 PM Mountain 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.***

(c) ***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.

36. INSTRUCTIONS FOR SUBMISSION OF OFFERS AND OTHER INFORMATION

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

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

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

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

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

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

(i) ***Completed, signed quote (SF-1449 (page 1) with blocks 17a and 30a-c completed). Completed Schedule of Items for all Mandatory Work Items and the Timber Product Removal 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.***

(ii) Technical Proposal/Documentation (Benefit to the Local Community and Past Performance information).

(iii) In addition to a successful firm's response to the solicitation, responses to all Evaluation Factors excepting Relevant Past Performance will be incorporated into the resulting contract by reference at time of award and retain the full force and effect as all of the other contractual terms and conditions hold therein.

(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 and minimize resource damage. Include an explanation about how you have determined this approach, and what coordination will occur between the various operations. Please limit your description to 2 pages.

Method. Describe the method or combination of methods you plan to utilize to accomplish the Mandatory Work Items and any of the Optional Work Items that you anticipate necessary, dependent on

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

1. Timber felling, piling, and/or removal
2. Hand cutting and piling and/or chipping
3. Road Maintenance
4. Erosion Control

For All Units:

a. Describe your approach for ensuring resource protection.
b. Address both completion of work within individual units and a general plan for sequence of work across the project, including all work items.
c. Address how you will schedule treatments to minimize the impact on local roads and trails.

Equipment. Describe the equipment you will use to accomplish the Mandatory Work Items and the Optional Work Items that will be necessary dependent on your operations. Include make and model of proposed equipment. Please limit this information to 1 page.

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

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

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

2. Relevant Past Performance

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

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

a. Names, addresses, telephone numbers and FAX numbers of principal officials in charge of the project who are familiar with your performance.
b. A description of the work performance.
c. The agency/company or individuals you worked for.
d. The size (value and acreage) and location of the contracts.
e. Contract numbers.

3. Benefit to Local Community

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

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

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

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

4. Cost/Price

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

37. INQUIRIES

Completion and submission of Unit Prices and Total Amounts for all Pay Items within the Mandatory Work Activities Schedule and Offers (Flat) and Total Offers within the Timber/Product Removal Price Schedule for all products constitutes the fulfillment of the Government's price quote requirements under this solicitation.

38. EMPLOYMENT OF ELIGIBLE WORKERS - WORKFORCE CERTIFICATION

Complete and Submit:

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: (https://www.dol.gov/agencies/eta/foreign-labor)

☐ 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: (https://www.dol.gov/agencies/whd/agriculture/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)

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

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

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

AGAR PROVISION

40. 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)

41.

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

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

Informal Forum with the Ombudsman

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

Formal Agency Protest with the Ombudsman

1. **Effort to Resolve:** Prior to submitting a formal agency protest, protesters must first use their best efforts to resolve their concerns with the Contracting Officer through open and frank discussions.
2. **Independent Review:** If the protester's concerns remain unresolved, an Independent Review is available by the Ombudsman. The protester may file a formal agency protest with either the Contracting Officer or, alternatively, with the Ombudsman under the OPAP program. Contract awards or performance will be suspended during the protest period unless justified in writing for urgent and compelling reasons or determined in writing to be in the best interest of the Government.

3. **Resolution Timeline:** The agency's goal is to resolve protests within 35 calendar days from the date of filing.
4. **Required Information:** Protests shall include the information set forth in FAR 33.104(a)(3). Failure to submit the required information may result in a delay or dismissal of the protest.
5. **Timeliness:** Protests must be filed within the timeframes specified in FAR 33.104.
6. **Submission:** Formal protests under the OPAP program should be submitted electronically to SPE.inquiry@usda.gov and the Contracting Officer.

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