SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND SERVICES - OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30	1. REQUISITION NUMBER XXXXXXX	PAGE 1 OF 39

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICIATION ISSUE DATE
			12363N23Q4023	01/17/2023

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER(No collect calls)	8. OFFER DUE DATE / LOCAL TIME
sm.fs.lmirbpa@usda.gov	LMIR BPA TEAM	986-217-1467	02/01/2033 4:30 p.m. PT

9. ISSUED BY CODE 363N

USDA-FS – Procurement & Property Services
National Procurement Operations
Stewardship Contracting Branch
sm.fs.lmirbpa@usda.gov

10. THIS ACQUISITON IS ☐ **UNRESTRICTED** OR ☒ SET ASIDE 100 % FOR:

X SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMAN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8(A)

NAICS: 115310 may change
SIZE STANDARD: at call order. 11.5 M

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. Rating

14. METHOD OF SOLICITATION ☒ **RFQ** ☐ IFB ☐ RFP

15. DELIVER TO CODE 363N
USDA
Forest Service

16. ADMINISTERED BY CODE 363N
USDA-FS – Procurement & Property Services
National Procurement Operations
Stewardship Contracting Branch
1400 Independence Ave. SW, MS-1138
Washington DC 20250-1138

17A. CONTRACTOR/OFFEROR CODE FACILITY CODE
Name:
Address:

Email:
Secondary Email:
Telephone No:
SAM UEI (12 characters):

18a. PAYMENT WILL BE MADE BY **CODE** **363N**

***Invoice Processing Platform (IPP):**
All invoices for payment must be submitted electronically through the Invoice Processing Platform via www.IPP.gov.

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

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

19. ITEM N0.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	12363N23Q4023 **Land Management Integrated Resources BPA** **USDA National Forests** (Use Reverse and/or Attach Additional Sheets as Necessary)			See attached Schedule of items	

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE 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
ELECTRONIC (email) to sm.fs.lmirbpa@usda.gov

ONE (1) COPY TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REF_____

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)

31c. DATE SIGNED

Amendment 006- This amended document replaces previous versions. Previous versions are obsolete.

Instructions and Work Description for Pay Items/Work Activities:
All quotes shall be emailed to: sm.fs.lmirbpa@usda.gov. The initial due date is February 1, 2023, 1630 PM PACIFIC TIME. They will be received open-continuous after that point through February 1, 2033.
All documents will be submitted to LMIR BPA Team electronically, please follow this naming convention for your attachments: **12363N23Q4023-LMIRBPA-VendorName-Quote, 12363N23Q4023-LMIRBPA-VendorName-Technical, 12363N23Q4023-LMIRBPA-VendorName-LocationsandScopes**.
Be sure to fill out all required documentation.

Ensure to read 'Amendment 6 – List of Changes and Instructions for Contractors'

Must be completed
Sign and complete the 1449 form for initial onboarding. Complete section 17a on SF-1449 form (page 1 of this document). Not required for modifications/amendments.
Quote:
Complete pricing on attached Amendment 6- Pricing List
Technical:
See Instructions for Submissions (starting at section 43 of this document)
NF Locations:
Fill out and return the Locations and Scopes Spreadsheet
Amendments:
Sign all amendments if applicable.

Land Management Integrated Resources National BPA
Please respond fully to the solicitation requirements (e.g. pricing, certifications and representations, and selection criteria). Provide commercial pricing for all line items your firm is qualified and interested in performing. The rates your firm proposes shall be commercial "shelf" rates that will be used for award evaluation purposes. Vendors are cautioned that as awards of a Blanket Purchase Agreements are based, in part, on the pricing proposed herein, subsequent vendor quotes for specific unit BPA calls must be representative and reflective of those rates or they shall be removed from the pool of vendors for that work activity. Therefore, it is imperative that each vendor provide the Government with their best commercial rate they are capable of performing and that those rates be similar to the quotes on individual BPA calls submitted for specific units**. This is NOT a Time and Materials BPA call contract. The unit pricing requested will be utilized for price evaluation purposes in selecting a "Best Value" contractor. Pricing should be for one person to complete the scope of work and pricing, and Locations and Scopes Spreadsheet must match.**

Note: The general activities used for future call orders will generally be a firm fixed price service. There may be a need for more complex work requirements than listed in the scope of work. Therefore, contractors submitting proposals for commercial treatments may be requested to use either of these more complex requirements.

As specified herein, utilization of Service Contract Act rates and shall be used in response to this solicitation. Wage determinations shall dictate which terms, conditions, and clauses apply to individual call orders. This solicitation and any resultant Blanket Purchase Agreements may incorporate service, emergency work, and potential for other complex work requirements. Wage Determinations are based on location and type of work. Wage determinations will be included with each call order and request for quotes. You can find all wage determinations at www.sam.gov.

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

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

BIOPREFERRED
The Contractor must comply with Section 9002 of the Farm Security and Rural Investment Act of 2002 (FSRIA), Executive Order (EO) 13423, "Strengthening Federal Environmental, Energy, and Transportation Management," and the Federal Acquisition Regulation to provide biobased products.
The Contractor shall utilize products and material made from biobased materials (e.g., biobased greases, biobased hydraulic fluids, biobased absorbents) to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user. All supplies and materials shall be of a type and quality that conform to applicable Federal specifications and standards. All supplies and materials to be used in the performance of work described herein are subject to the approval of the Contracting Officer Representative (COR).
The following is an example list of products that may be used in this contract for services for which biobased products are available. The list is not all inclusive. It is desirable that vendors be able to supply the greatest number of biobased products listed meeting the health and environmental specifications.
Hydraulic fluids Penetrating lubricants
Concrete and asphalt release fluids Absorbents
Diesel fuel additives Greases
Dust suppressants
2-cycle engine oil
Wood and concrete sealers Fertilizers
Roof coatings Water tank coatings
Adhesive and mastic removers Cleaners
Sorbents Floor finish
Floor stripper Composite panels
Janitorial supplies
Insulating foam Sealers
Carpet Metalworking fluids
Graffiti and grease removers Stain removers
Degreasers De-icers
Biobased products that are designated for preferred procurement under USDA's BioPreferred program must meet the required minimum biobased content as stated in the USDA Final Rule available at www.biopreferred.gov. The Contractor should provide data for their biobased products such as biobased content. In addition to the biobased products designated by the U.S. Department of Agriculture in the BioPreferred Program, the Contractor is encouraged to use other biobased products.
The Contractor shall submit with the initial proposal a complete list of biobased products, indicating the name of the manufacturer, cost of each material, and the intended use of each of the materials that are to be used in carrying out the requirements of the contract. Additionally, the winning Contractor on each anniversary date of the contract shall compile a complete list of biobased products, including the information above, purchased to carry out the contract requirements. The Contractor shall list volume to be used and total cost for each individual product. This information will be used for reporting purposes.
The Contractor shall comply with the provision at FAR 52.223-1, Biobased Product Certification (MAY 2024) (DEVIATION FEB 2025).
The Contractor shall comply with the clause at FAR 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts (MAY 2024) (DEVIATION FEB 2025)
Based on the FAR clause 52.233-2 Affirmative Procurement of Biobased Products under Service and Construction Contracts, reporting of biobased product purchases is completed through a portal in the System for Award Management System. https://www.sam.gov. Contractors will report the category, product type and dollar value of any USDA designated biobased products purchased by the Contractor; and reporting must be completed by the end of October for the previous entire fiscal year (Oct 1 – Sept 30). Complete the required information within the portal at SAM and copy your

Contracting Officer.

GENERAL INFORMATION:

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 43 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.

Bonds: Bid Bonds, Payment Bonds, and Performance Bonds are not required for this project.

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

Proposed Areas for Coverage

Contractors must complete Locations & Scopes Spreadsheet which lists every forest and grassland and federal jurisdiction by State. Indicate in the table with an "X" for the locations in which you would like to provide quotations and are willing to travel for work. See "Project Location" and additional information on geographic zones.

LAND MANAGEMENT ACTIVITIES.

Performance of land management activities shall be in accordance with Project Description and Work Specifications. Payment for Land Management Work Activities in **Schedule of Items** will be made in Stewardship Credits and Appropriated Funds.
All Base Work Activities (Mandatory) shall be performed. Optional activities are listed in order of planned priority. Award may be made for optional items in any order that the Contracting Officer determines is in the best interest of the Government.

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

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

(b) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—

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

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

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

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

(e) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach

agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

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

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

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

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

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment—

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

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

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

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

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

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

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

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

(D) Contractor point of contact; and

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

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

(iii) Final decisions. The Contracting Officer will issue a final decision as required by FAR part 33 if–

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

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

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

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

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

(A) The date fixed under this contract.

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

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

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

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

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

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

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

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

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

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

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

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

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

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

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

(q) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

(1) The schedule of supplies/services;

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

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

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

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

(8) The specification.

(s) Unauthorized obligations.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

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

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

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

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

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

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

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(u) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically

via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

PROJECT DESCRIPTION

All scope descriptions are now listed in a combined document located on SAM.GOV. For the complete list of scopes for this Blanket Purchase Agreement:
See Amendment 6 – All Scopes LMIR BPA

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

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

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

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

CONTRACTOR QUALITY CONTROL INSPECTION
When requested by the Contracting Officer, the successful Contractor(s) shall provide a written Quality Control Plan satisfactory to the Government describing how the Contractor will control work quality and document inspection results for awarded call orders.
Contractor shall conduct ongoing quality control inspections in accordance with the approved plan. Contractor shall also provide written certification for all invoiced work that was accomplished in accordance with the terms and conditions of the contract.
Inspection shall be maintained concurrent with contract work. Contractor inspection results shall be available to the Contracting Officer at all times

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

Contractor's rubbish, excess materials, temporary structures, and equipment, and all parts of the work area shall be left in a neat and presentable condition.

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

ORDERING
(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of BPA calls by the individuals or activities designated in the Schedule. Such orders may be issued from **date of award** through **February 1, 2033.** The agreement shall remain until either party to the agreement determines that it is no longer beneficial or effective during the performance period. Should the Government make this determination, a cancellation notice shall be provided to the vendor. Should the vendor make the determination, they shall provide written notice to the Government of their intent to cancel the agreement. Cancellation of the BPA will not affect the obligations of either party regarding outstanding Call Orders which have not been closed out.
(b) All BPA calls are subject to the terms and conditions of this agreement. In the event of conflict between a BPA call and this agreement, the BPA signed contract shall control.
(c) When emailed, a BPA call is considered "issued" when the Government sends the order via email. BPA calls may be issued by mail, orally, by facsimile, or by electronic commerce methods.

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

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

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

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

2. SPECIFICATIONS

General specifications for each Contract Activity individually described by an item number in the Schedule of Service Items can be found in the document titled *All Scopes LMIR BPA*.

3. CONTRACTOR QUALITY CONTROL INSPECTION SYSTEM

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

and shall otherwise have unlimited access to the inspection data.

4. ACCEPTANCE

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

5. GOVERNMENT QUALITY ASSURANCE SURVEILLANCE PLAN

Quality assurance plans specific to individual items will be requested.

6. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

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

Performance shall be made only as authorized by orders issued in accordance with the Ordering clauses. Except as this contract otherwise provides, the Government shall order all services within the scope that are required by Government activities specified in the Schedule only with the vendor holding this contract for the specified services.

7. PERIOD OF PERFORMANCE

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

8. SCHEDULES AND REPORTS

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

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

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

9. PAYMENT

When payment is made to the contractor for work performed, it will be made in accordance with the specifications set forth under the statement of work.

10. FINAL PAYMENT - RELEASE OF CLAIMS

The Government shall pay the amount due the Contractor under this contract after services have been received and

accepted.

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

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

11. POST AWARD CONFERENCE

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

12. USE OF PREMISES

(a) Before any camp, quarry, borrow pit, storage, detour, or bypass site, other than shown on the drawings, is opened or operated on USDA land or lands administered by the USDA, the Contractor shall obtain written permission from the Contracting Officer. A camp is interpreted to include a campsite or trailer parking area of any employee working on the project for the Contractor. (b) Unless excepted elsewhere in the contract, the Contractor shall (i) provide and maintain sanitation facilities for the work force at the site and (i) dispose of solid waste in accordance with applicable Federal, State, and local regulations.

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

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

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

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

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

13. KEY PERSONNEL

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

Overall Project Manager

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

(c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

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

14. EMPLOYMENT OF ELIGIBLE WORKERS

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

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

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

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

1. Definitions

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

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

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

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

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

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

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

migrant or seasonal agricultural worker.

4. Registration Requirements

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

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

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

5. Worker Protections

A. Worker Information Posters

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

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

B. Personal protective equipment

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

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

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

1. Head Protection
2. Hearing Protection
3. Eye/Face Protection
4. Leg Protection

5. Foot Protection
6. Hand Protection

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

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

References:

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

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

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

C. Field Sanitation.

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

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

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

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

7. Transportation

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

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

8. Housing

A. The authorization to furnish housing, other than commercial lodging certified by a health authority or

other appropriate agency, must appear on the contractor's certificate. Contractors should contact their local Wage and Hour Division of the DOL for further information on the requirements of the Act.

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

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

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

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

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

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

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

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

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

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

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

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

    The basic supplies must include:

    - Gauze pads (at least 4x4 inches)
    - Two large gauze pads (at least 8x10 inches)
    - Box adhesive bandages (such as band-aids)
    - One package of gauze roller bandage (at least 2-inches in width)
    - Two triangular bandages

- Scissors
- At least one blanket
- Tweezers
- Adhesive tape
- Medical gloves, (latex or non-latex equivalent), and
- Resuscitation device such as resuscitation bag, airway, or pocket mask.

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

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

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

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

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

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

15. 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, if applicable.

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

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

Contractor's operations within such areas in lieu of required cross ditching.

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

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

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

16. EROSION PREVENTION AND CONTROL

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

If Contractor fails to do seasonal erosion control work prior to any seasonal period of precipitation or runoff, Forest Service may temporarily assume responsibility for the work and any unencumbered deposits hereunder may be used by Forest Service to do the work. If needed for such work, Contractor shall make additional deposits on request by Forest Service. Any money deposited or used for this purpose shall be treated as cooperative deposits.

17. PROTECTION OF LAND SURVEY MONUMENTS

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

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

Contractor shall protect all known survey monuments, witness corners, reference monuments, bearing trees and line markers against avoidable destruction, obliteration, or damage during Contractor's operations. Additional monuments or objects discovered on the area shall be promptly reported to the other party and shall also be protected. If any known

monuments, corners, corner accessories, and survey or property line markers are destroyed, obliterated, or damaged during Contractor's operations, Contractor shall employ a registered professional land surveyor to reestablish or restore at the same location the monuments, corners, corner accessories or line markers. Such surveyors shall use procedures and monumentation that accords with the Bureau of Land Management Manual of Instructions for the Survey of the Public Lands of the United States for General Land Office surveys and any applicable State statutes concerned with land surveys. Contractor's agent shall record such surveys in accordance with state survey statutes.

18. PROTECTION OF IMPROVEMENTS

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

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

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

PROTECTED IMPROVEMENTS		
IMPROVEMENT	**DESCRIPTION**	**LOCATION**
Roads	TBD per each call order	TBD per each call order
Land Survey Monuments (Section 26)	TBD per each call order	TBD per each call order
Powerlines	TBD per each call order	TBD per each call order
Transmission Line	TBD per each call order	TBD per each call order
Fiberoptic Line	TBD per each call order	TBD per each call order
Gates	TBD per each call order	TBD per each call order
Fences	TBD per each call order	TBD per each call order
Fiber Box	TBD per each call order	TBD per each call order
Dispersed Campsites	TBD per each call order	TBD per each call order

19. PROTECTION OF RESIDUAL TREES

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

20. SANITATION AND SERVICING

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

21. PREVENTION OF OIL SPILLS

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

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

22. EQUIPMENT CLEANING/NOXIOUS WEED CONTROL

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

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

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

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

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

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

23. MEADOW PROTECTION

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

24. WETLANDS PROTECTION

Wetlands requiring protection under Executive Order 11990 are shown on Contract Area Map. Vehicular or skidding equipment shall not be used in such wetlands, except where roads, landings, and tractor roads are approved by the

Contracting Officer.

25. STREAMCOURSE PROTECTION

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

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

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

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

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

Label on Contract Area Map	Restrictions
TBD per each call order	TBD per each call order

26. REQUIREMENTS OF RIGHTS-OF-WAY

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

27. ROAD MAINTENANCE

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

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

Unless agreed in writing, prehaul maintenance shall be completed on any portion of road prior to hauling on that portion.

Maintenance, as used in this contract, does not include road reconstruction or repairs of an extraordinary nature.

28. USE BY OTHERS

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

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

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

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

29. INCIDENTAL PAYMENT ITEMS

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

30. SAFETY

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

Unless otherwise agreed in writing, when Contractor's Operations are in progress adjacent to or on Forest Service controlled roads and trails open to public travel, Contractor shall furnish, install, and maintain all temporary traffic controls that provide the user with adequate warning of hazardous or potentially hazardous conditions associated with Contractor's Operations. Contractor and Forest Service shall agree to a specific Traffic Control Plan for each individual project prior to commencing operations. Devices shall be appropriate to current conditions and shall be covered or removed when not needed. Except as otherwise agreed, flagmen and devices shall be as specified in the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) and as shown on Plans, Contract Area Map, Traffic Control Plan, or in specifications attached hereto.

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

1. Traffic hazards	**5. Heavy equipment operations**
a. Narrow gravel or native surface forest roads, some single lane with turnouts (limited visibility)	a. Backing into objects
b. Long, steep grades (less than 20%)	b. Steep side slopes or soft ground for rollovers

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

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

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

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

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

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

32. CONTRACTOR PERFORMANCE SYSTEM REGISTRATION

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

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

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

33. INVOICE PROCESSING PLATFORM (IPP)

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

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

34. 452.236-70 Emergency Response, Fire Suppression, and Liability (NOV 2024)

Emergency Response, Fire Suppression and Liability (NOV 2024)

(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 CHANGES clause, FAR 52.243-4.
(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 [Contracting Officer insert amount]. The cost of the Contractor's actions, supplies, and equipment expended or used on suppressing any such fire, or otherwise provided at the request of Forest Service, shall be credited toward such maximum. If the Contractor's actual cost exceeds the contractor's maximum obligation stated above, the Forest Service shall reimburse the contractor for the excess.
(2) *Negligent Fire.* A "negligent fire" is a fire caused by the negligence or fault of the Contractor's operations including, but not limited to, one caused by smoking by persons engaged in the Contractor's operations during the course of their employment, or during rest or lunch periods; or if the Contractor's failure to comply with requirements under this contract results in a fire starting or permits a fire to spread. Damages and the cost of suppressing negligent fires shall be borne by the Contractor.
(3) *Other Fires on Contract Area.* The Forest Service shall pay the Contractor, at firefighting rates common in the area or at prior agreed rates, for equipment or personnel furnished by the Contractor at the request of the Forest Service, on any fire on the contract area other than an operations fire or a negligent fire.
(d) *Contractor's Responsibility for Notification in Case of Fire.* The Contractor shall immediately notify the Government of any fires sighted on or in the vicinity of the work site.
(e) *Performance by the Contractor.* Where the Contractor's employees, agents, contractors, subcontractors, or their employees or agents perform the Contractor's operations in connection with fire responsibilities, the Contractor's obligations shall be the same as if performance was by the Contractor.
(f) *State Law.* The Contractor shall not be relieved by the terms of this contract of any liability to the United States for fire suppression costs recovered in an action based on State law, except for such costs resulting from operations fires. Amounts due to the Contractor for firefighting expenditures on operations fires shall not be withheld pending settlement of any such claim or action based on State law.

(End of Clause)

FIRE PRECAUTIONS AND CONTROL

1. Fire Period and Closed Season

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

2. Fire Plan

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

3. Substitute Measures

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

4. Emergency Measures

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

5. Fire Control

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

6. Compliance with State Forest Laws

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

7. Fire Precautions

a. Smoking and Open Fires

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

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

All power-driven equipment operated by the Contractor on National Forest land, except portable fire pumps, shall be equipped with one fire extinguisher having a UL rating of at least 5 BC, and one "D" handled or long handled

round point shovel, size "0" or larger. In addition, each motor patrol, truck and passenger-carrying vehicle shall be equipped with a double-bit axe or Pulaski, 3-1/2 pounds or larger. Equipment shall be kept in a serviceable condition and shall be readily available.

c. Power Saws

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

d. Extinguishers

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

e. Spark Arresters and Mufflers

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

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

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

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

8. Fire Tools

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

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

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

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

9. Fire Security

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

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

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

10. Blasting

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

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

11. Additional Fire Precautionary Measure 2 - Communications

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

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

12. Additional Fire Precautionary Measure 1 - Tank Truck

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

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

If a trailer is used, it shall be equipped with a hitch to facilitate prompt movement. A serviceable tow vehicle shall be immediately available for attachment to the trailer and must meet the time requirements stated above. Such truck or trailer shall be equipped to operate for a minimum of 8 hours. Tank truck or trailer shall be available from the start of work to the end of the Fire Watch/Fire Security service.

37. ORDER PROCEDURES (Multiple Award)

The following provision defines the process by which (1) Fair Opportunity for Award will be afforded; (2) BPA calls will be processed and priced; and (3) BPA calls will be awarded.

(a) **Fair Opportunity for Consideration**:

1. One or more BPA calls will be issued during the performance period of the resulting Blanket Purchase Agreements. The Contracting Officer's (CO) decision to issue a BPA call to a particular awardee shall be based on the criteria stated below. The CO will give each qualifying (Business Status) awardee a "fair opportunity" to be considered for each order in excess of $2,500 unless one of the conditions in paragraph (2) below applies.

2. Exceptions to Fair Opportunity for Consideration: Awardees will not be given a fair opportunity to be considered for requirements which are expected to exceed $2,500 when the Contracting Officer determines one of the following conditions apply:

A. The agency need for the services is so urgent that providing such opportunity would result in unacceptable delays;
B. The agency need to meet Socio-Economic goals and FAR requirements for Set-Asides.
C. Agency Cooperators provision of matching value under Stewardship Activities.
D. Only one such awardee is capable of providing such services required at the level of quality required because the services ordered are unique or highly specialized; or
E. The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given fair opportunity to be considered for the

original order.
F. The agency need for emergency services may require sole-source to nearest available awardee.

(b) Selection Criteria for Awarding a BPA call

The Government will evaluate the BPA call proposals against selection criteria in each individual BPA call. At a minimum, the Government's award decision will be based on selection criteria addressing relevant past performance, availability, and price.

Evaluation of relevant past performance will be based on each awardee's original past performance data as supplemented by the Government and contractor during the life of the Agreement. As work proceeds under this Agreement, it is probable that the relevant past performance data submitted with the original Agreement solicitation proposal will be disregarded for current performance reports received on BPA calls performed under an Agreement. In addition, individual BPA call selection criteria may include other factor(s) relevant to the particular call. The order of importance for the factors will be identified on each individual project call.

(c) BPA call quote process

1. A warranted Contracting Officer, responsible for acquisitions within the area defined in the Scope of Work must issue any BPA call exceeding $2,500 for service. The Contracting Officer will issue a BPA call Quote Request to all contractors within a designated work activity; **unless** an exception to fair opportunity applies. If a Fair Opportunity Exception Applies, the BPA call quote request will be issued to the designated group or single contractor, as applicable. The BPA call quote request will include a due date for quote/proposal submission and a Statement of Work (SOW) which includes a detailed description of work to be accomplished, a listing of the deliverables required, and additional data as appropriate. The BPA call quote request will also include specific instructions for the submission of offers, the selection criteria factors, the factors' order of importance, and other information deemed appropriate.
2. Awardees under their Blanket Purchase Agreement will generally be allowed 10 working days to prepare and submit quotes or proposals. However, more or less time may be necessary based on the requirements. The due date shall be set forth in each BPA call quote request. If an awardee is unable to perform a requirement, the awardee may "NO QUOTE" the BPA call quote request. All "NO QUOTE" shall include a brief statement as to why the awardee is unable to perform (i.e., Conflict of Interest). While no mandatory requirement exists for the submission of a proposal/quote, firms consistently declining to submit offers for availability reasons may jeopardize their ability to receive future BPA calls.
3. Technical Proposals. A BPA call request for quotes or proposals **MAY** include the demand for any or all of the following information depending upon the complexity of the project. Majority of call orders will require technical information from vendors, however, a PASS/FAIL technical evaluation in line with lowest price technically acceptable (LPTA) will be the preferred method of evaluation. Contracting Officer's will have the flexibility to tailor evaluations and criteria on an individual basics per call order. * Technical Approach (Including Operating Plan and Benefit to Local Community)

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

35. LIST OF ATTACHMENTS

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

TITLE	PAGES
Locations & Scopes Spreadsheet	1

Amendment 6 – Pricing List	5
Amendment 6- List of Changes and Instructions	3
Amendment 6 All Scopes LMIR BPA	82
Amendment 6, SF-30	1
Amendments 1-5 Combined	12

39. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.214-34 Submission of Offers in the English Language (APR 1991)
52.214-35 Submission of Offers in U.S. Currency (APR 1991)
52.232-13 Notice of Progress Payments (APR 1984)

40. 52.216-1 TYPE OF CONTRACT (NOV 2025)

The Government will award multiple Blanket Purchase Agreements resulting from this solicitation.

41. 52.233-2 SERVICE OF PROTEST (NOV 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.

(End of provision)

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

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

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

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

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

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

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

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

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.

(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

43. INSTRUCTIONS FOR SUBMISSION OF TECHNICAL CAPABILITIES

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

(1) Proposals shall be submitted per the requirements listed on page 2. The technical proposal must not contain reference to cost.

(2) Offerors 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) Offerors 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.

(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.

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. 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.

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

3. **COST/PRICE:** A firm's completion and submission of a unit price and total amount beginning on the subject solicitation's Schedule of Items constitutes the fulfillment of the Government's price proposal requirements under this solicitation.

44. 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.

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

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

(End of provision)

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 and (2) Relevant Past Performance being significantly more important than (3). 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 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?
- What method will be utilized?
- How quality assurance will be monitored and documented for each bid item?

2. Relevant Past Performance

The Government will consider the relevance of past performance information obtained in relation to the scope of this RFP 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. 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.

C. 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. **Only quote on Pay items you are interested in performing. Pay items should be aligned with the selections made on the Locations and Scopes Spreadsheet.**

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. Evaluation of options shall not obligate the Government to exercise the option(s). A written notice of award or acceptance of an offer, mailed or otherwise 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.**

45. EMPLOYMENT OF ELIGIBLE WORKERS - WORKFORCE CERTIFICATION

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

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

H-2B Workers: (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 ☐emporary 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:**

46. STATE AND FEDERAL LICENSING REQUIREMENTS

The following requirements apply to all labor-intensive type work, such as manual cutting and piling. If the labor-intensive work is performed by a subcontractor, then the subcontractor must provide evidence that it meets the licensing requirements.

STATE

In accordance with the responsibility for obtaining necessary licenses and permits (reference Permit and Responsibilities), Contractors shall supply their State Farm/Forest Labor Contractor's License Number(s) in the space below. Each partner in a partnership must be licensed.

Valid State of INSERT YOUR STATE HERE Farm/Forest Labor Contractor's License Number(s)

_____

Contractors not currently having a license, who are required by (STATE TBD) law to be licensed, will be requested to furnish proof of having obtained a license (for each partnership) prior to issuance of the Notice to Proceed. Failure to provide proof of license prior to Notice to Proceed will result in termination of the Contractor's right to proceed for default for failure to comply with applicable State law. Partnerships must furnish proof of registration of their assumed business name, if any, with the State of XXXXX. Information on obtaining this license may be obtained from:

ADDRESS TBD PER STATE

If you are exempt from the Farm/Forest Labor Contractor's License you MUST fill in below and sign.

EXEMPTIONS FROM LICENSE

I am exempt from the Farm/Forest Labor Contractor's License for the following reason(s):

_____

_____ _____

Signature of Contractor Date

47. FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (NOV 2025)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—
(i) The Offeror and/or any of its Principals—

(A) Are □ are not □ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have □ have not □, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are □ are not □ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have □, have not □, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:

(1) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if a pending administrative or judicial challenge remains. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(2) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) The Offeror has □ has not □, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(c) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

48. SIZE STANDARD AND NAICS CODE INFORMATION

The North American Industrial Classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s): **ALL**

NAICS Code: **115310 Support Activities for Forestry**

NAICS Code: **115310 – Support Activities for Forestry – Forest Fire Suppression and Fuels Management Services** are two components of Support Activities for Forestry. Forest Fire Suppression includes establishments which provide services to fight forest fires. These firms usually have fire-fighting crews and equipment. Fuels Management Services firms provide services to clear land of hazardous materials that would fuel forest fires. The treatments used by these firms may include prescribed fire, mechanical removal, establishing fuel breaks, thinning, pruning, and piling.

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

The offeror/quoter represents and certifies that—

a) It [ ] is, [ ] is not a current Federal government employee.

b) It [ ] is, [ ] is not a former USDA employee.

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

d) It [ ] is, [ ] is not related by blood or marriage to a current Forest Service employee on the

_____National Forest. If so, list employee's name and location:

_____ _____.

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

50. TAXPAYER IDENTIFICATION

Quoter shall insert their Taxpayer Identification Number: _____

51. SYSTEM FOR AWARD MANAGEMENT (SAM)

Are you registered in SAM and is your registration current?

[ ] Yes [ ] No If No, Provide Explanation _____

52. SAM UNIQUE ENTITY IDENTIFIER (UEI) NUMBER (12 Characters)

Quoter shall insert their SAM UEI number: _____

FAR Overhaul | FAR Companion Guide

Oct 30, 2025

The Federal Acquisition Regulatory Council has released an update to the FAR Companion as part of the ongoing Revolutionary FAR Overhaul (RFO) Initiative, in accordance with Executive Order 14275 and OMB Memorandum M-25-26.

The following RFO update was posted on October 30, 2025:

- FAR Companion, Version 2.0, includes the initial release of FAR Companion (FC) parts 2, 3, 7, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 27, 30, 32, 37, 41, 42, 44, 45, 47, 48, 52, and 53.
- Version 2.0 also includes updates to previously released content: update to FC 8.104 pertaining to "required use" contracts and providing more information and resources on Category Management, including beta version content of the Category Management Buying Guide; update to FC 8.401 pertaining to evaluation factors; updates to FC 8.401(b) and FC 12.301 removing references to debriefings; new annotation under FC 8.401(b) related to sole source justification content for FSS orders; new annotation under FC 12.001 related to contracting methods for commercial construction; update to FC 11.204 to clarify brand name or equal as distinct from brand name justifications under FAR 6.104; updates to thresholds referenced due to the October 1, 2025 inflation adjustment rule; various citation corrections throughout; and changed "Reserved" to "No additional guidance" when the FAR Companion does not provide any practice recommendations for that associated FAR part.
- FAR Companion, Version 2 is posted on www.acquisition.gov/far-overhaul.

To view the FAR Companion, Version 2.0. inclusive of all parts and updates,
visit: https://www.acquisition.gov/sites/default/files/page_file_uploads/far-companion.pdf

To view all available rewritten FAR Parts and agency deviations, visit: https://www.acquisition.gov/far-overhaul/far-part-deviation-guide.

Stay informed. View the latest FAR Overhaul news and announcements at: https://www.acquisition.gov/far-overhaul.