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

1. REQUISITION NUMBER	PAGE	OF
1169309	1	46

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			12363N26Q4160	06/29/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	KAREN RUKLIC: karen.ruklic@usda.gov	208-702-3519	**07/28/2026 3:00 PM PD**

9. ISSUED BY CODE 363N

USDA-FS STEWARDSHIP CONTRACTING BR
SISTERS RANGER DISTRICT
PO BOX 249
201 N PINE STREET
SISTERS OR 97759

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

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

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

SIZE STANDARD: 500

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

12. DISCOUNT TERMS

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

13b. RATING

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

15. DELIVER TO CODE 91Y2

USDA FOREST SERVICE LASSEN NF
ALMANOR RANGER DISTRICT
900 EAST HIGHWAY 36
CHESTER CA 96020

16. ADMINISTERED BY CODE 363N

USDA-FS STEWARDSHIP CONTRACTING BR
SISTERS RANGER DISTRICT
201 N PINE STREET
SISTERS OR OR 97759

17a. CONTRACTOR/ OFFEROR CODE ____ FACILITY CODE ____

18a. PAYMENT WILL BE MADE BY CODE ____

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

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

VENDOR UEID:
TELEPHONE NO.

☐ 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 NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Promenade Park Stewardship IRSC **PACIFIC SOUTHWEST (PSW) STEWARDSHIP BPA** **Lassen National Forest; Almanor Ranger District** **Email completed/signed SF-1449 and solicitation amendment(s) if applicable, price quotes using Schedules of Items 2-4, and Technical Proposal to karen.ruklic@usda.gov. Follow instructions in Provision 35 - FAR 52.212-1. Do not mail hardcopy documents.** *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

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

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
		KAREN I. RUKLIC	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Delivery: 12/31/2028 Period of Performance: Award Date to 12/31/2028				
0001	Promenade Park Stewardship IRSC - To secure services for post-fire mechanical timber and biomass removal within the Park Fire project area.				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

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

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

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

STATEMENT OF REQUIREMENT

1. DESCRIPTION OF WORK

The Forest Service is executing this procurement using stewardship contracting authority provided under 16 USC 6591c. The objectives of this project are to improve health and resiliency across the landscape in post-fire stands within recent wildfire footprints, to reduce fuels and snags to prepare the landscape for future fire, and limit excessive fuel accumulation, especially within and adjacent to communities, and increase the resilience of remnant green stands not effected by the Park Fire. The project will advance EO 14225, Immediate Expansion of American Timber Production, and the USDA's National Active Forest Management Strategy. Project activities include:

1. Cut, Skid and Deck Included Timber from the Contract Area,
2. Removal of Included Timber from the Contract Area,
3. Road Maintenance,
4. Road Reconstruction Work.

The contractor shall furnish all labor, equipment, supervision, transportation, operating supplies (except those designated as Government-furnished) and incidentals necessary to complete the project as required by the contract, plans and specifications.

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

Under this contract, “Contractor’s Operations” shall include activities of or use of equipment of Contractor, Contractor’s employees, agents, Subcontractors, or their employees or agents, acting in the course of their employment in operations hereunder on National Forest lands or within Forest Service protection boundary (unless acting under the immediate supervision of Forest Service). Contractor’s Operations shall be conducted in a workmanlike and orderly manner. The timing of required Forest Service designation of work on the ground and the performance of other Forest Service work shall not be such as to cause unnecessary delay to Contractor.

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

General specifications for each Contract Activity individually described by an item number in the Schedule of Items can be found in Appendix A - Performance Work Statement. Specifications for timber removal are found in Appendix B and associated road maintenance plans and specifications are in Appendix C. Road reconstruction plans and specifications are found in Appendix D.

SCHEDULES OF ITEMS

2. MANDATORY WORK ACTIVITIES

ITEM NO.	DESCRIPTION OF MANDATORY WORK ACTIVITIES	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	Cut, Skid and Deck Included Timber	Acre	1,024	$	$
2	Removal of Included Timber	Tons	236,000	$	$
3	Pre-haul Maintenance	Miles	10.65	$	$
4	During Haul Maintenance	Miles	20.71	$	$
5	Post Haul Maintenance	Miles	20.71	$	$
	Reconstruction of Haul Roads				
6	15101 - Mobilization	Lump Sum	1	$	$
7	20302 - Removal of CMP, disposal method (a)	Each	2	$	$
8	30307 - Roadbed reconditioning, compaction method 2	Mile	0.12	$	$
9	60201 - 24 inch pipe culvert, CMO, gage 0.064 inch-thickness, compaction method 2	Foot	74	$	$
10	60704 – Clean Pipe	Each	4	$	$
11	60711A - Reconditioning of drainage structures, culvert catchbasin	Each	10	$	$
12	60711B - Reconditioning of drainage structures, culvert inlet	Each	11	$	$
13	60711C - Reconditioning of drainage structures, rolling dip	Each	4	$	$
14	60711A - Reconditioning of drainage structures, jack pipe	Each	1	$	$
15	62510 – Seeding, dry method	Acre	3.73	$	$
16	30112 – Aggregate surface course, grading G	Cubic Yard	10	$	$
17	62515 – Mulching, dry method	Acre	3.73	$	$
			Total All Mandatory Service Items	$	

3. TIMBER/PRODUCT REMOVAL PRICE SCHEDULE:

SPECIES	PRODUCT	ESTIMATED QUANTITY	UNIT OF MEASURE	MINIMUM ACCEPTABLE OFFER	OFFER (FLAT)	TOTAL OFFER
Combined Sawtimber	Non-Saw	236,000	Ton	**$0.10**	**$**	**$**
					Total – All Products	**$**

4. TIMBER SUBJECT TO AGREEMENT (TSTA) PRICE SCHEDULE:

SPECIES	PRODUCT	ESTIMATED QUANTITY	UNIT OF MEASURE	MINIMUM ACCEPTABLE OFFER	OFFER (FLAT)
Combined Sawtimber	Non-Saw	Unestimated	Ton	**$0.10**	**$**

Schedule Notes:

The above schedules are for pricing/payment purposes. Price Quotes MUST be provided on ALL Items in all Schedules: Mandatory Work, Timber/Products Removal Price Schedule and Timber Subject to Agreement Price Schedule. Unit prices prevail. Items 1 and 2 may be awarded for a quantities less than the total estimated based on the unit prices quoted.

Offers (Flat) for Combined Sawtimber must meet or exceed the Minimum Acceptable Offer of $0.10/Ton and a total offer for the product within Schedule 3 shall be provided.

All Included Timber designated for removal has been determined to be deficit by the FS after deducting the associated logging costs from the estimated delivered value. Load Count Services may be agreed to by Contracting Officer when proposed by contractor for delivery locations and facilities that do not have certified scales. All Mandatory units are Designation by Damage Class, DxDAM (See Appendix B, C2.353#).

The construction work required within Mandatory Items 6-17 is subject to the Construction Wage Rate Requirements and related regulations (formerly referred to as Davis-Bacon). If the total quoted value of Items 6-17 combined meets or exceeds $35,000, Alternative Payment Protection in the form of a Payment Bond or Irrevocable Letter of Credit shall be required for 100% of the value awarded for these items. See Clause 23. FAR 52.228-13 Alternative Payment Protections. Bonding costs, if applicable, shall be included in the price quoted for Mobilization. No separate payment for bond premiums shall be made.

Refer to Provision 35 - FAR 52.212-1 for quote and technical proposal instructions and requirements. Evaluation criteria used by the Forest Service to make award are detailed in Provision 33 – FAR 52.212-2.

An organized site visit is scheduled to view the project area and discuss the objectives of this contract. See Provision 30. Pre-Bid/Pre-Proposal Conference for complete details.

TECHNICAL DATA

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

Title	Pages
1. Appendix A – Performance Work Statement for Service Work Items	9
2. Appendix B – Timber Removal (Tree Measurement/Scaled) Specifications	47
3. Appendix C – Road Maintenance T-Specs	25
4. Appendix D - Promenade Park Stewardship IRSC Road Reconstruction Plans and Supplemental Specifications	19
5a Vicinity Map 5b Contract Area Map	1 1
6. Virtual Boundary Files (provided in electronic format)	n/a
7. Cruise Report	79
8. Fire Plan	9
9. Service Contract Act Wage Determination #1977-0727, Revision #80 dated 5/13/2026	3
10. Construction Wage Decision #CA20260007, dated 05/18/2026	47

PROJECT LOCATION

6. The project is located on the Lassen National Forest on the Almanor Ranger District in Tehama County approximately two miles East and South of Mineral, CA in T29N, R4E, Sections 21-23, 27-28, and 31-34; T28N, R4E, Sections 3-5, and 8; & T28N, R3E, Sections 1, 2, and 23-26, MDM. To reach the roads to be reconstructed from Chester, CA, head west on CA-36 for 21.2 miles and turn left onto CA-172. The roads are located off CA-172.

Maps and construction worklists have been provided in Attachment 4 – Appendix D, Promenade Park Stewardship IRSC Road Reconstruction Plans and in Attachment 5 – Contract Area Map.

CONTRACT CLAUSES

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

The clauses and provisions contained herein are applicable to any order awarded as a result of this solicitation. The terms and conditions set forth herein supersede all other terms and conditions.

Acceptance of the order in accordance with (IAW) FAR 12.201-1(b)(2) constitutes acceptance of all terms and conditions contained herein.

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

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

See parent BPA for full clause text. ***Construction clauses applicable to this solicitation and resultant contract are contained in the parent BPA.***

FAR 52.212-4 has been tailored as follows.

The following language is added to (b) Inspection and Acceptance.

Inspection and Acceptance of Pay Items 6-17 (incidental construction requirements) will be conducted in accordance with FAR 52.246-12, Inspection of Construction (Aug 1996) incorporated by reference.

The following language is added to (d) Changes.

Changes related to Pay Items 6-17 (incidental construction requirements) will be handled in accordance with FAR 52.243-5, Changes and Changed Conditions (Nov 2025) incorporated by reference.

Clauses 9–28 have also been added or tailored for this specific requirement. If two clauses with the same number/name are found in both the BPA and this solicitation, the version of the clause within this solicitation controls.

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

This solicitation incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also the full text of the clause may be accessed electronically at Internet address https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52.

52.204-13	System for Award Management—Maintenance (Nov 2025)
52.222-90	Addressing DEI Discrimination by Federal Contractors (Apr 2026)
52.223-23	Sustainable Products and Services (Nov 2025)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
52.240-91	Security Prohibitions and Exclusions (Nov 2025)
52.244-6	Subcontracts for Commercial Products and Commercial Services (Nov 2025)

10. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

The Contractor shall be required to (a) commence work under this contract within **10 calendar days** after receipt of Notice to Proceed or Order for specific work items, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **12/31/2028** The time stated for completion shall include final cleanup of the premises.

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

11. FOREST PRODUCT APPRAISAL METHODOLGY

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

12. TIMBER PRODUCT VOLUME ESTIMATION

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

The complete Cruise Report has been provided as an attachment to the solicitation. The report is entitled Bidwell Park Fire Salvage Timber Sale as this was the sale's original name prior to it being converted to an Integrated Resource Service Contract (IRSC). The WT1 report is the total timber volume in tons down to a 14-inch DBH. When the timber sale was changed to an IRSC, the minimum DBH was reduced to a 3-inch DBH. The volume of product between 3-inch DBH and 14-inch DBH was estimated based on harvested volumes from similar sales in areas adjacent to the Promenade Park IRSC Contract Area.

13. PERIOD OF PERFORMANCE

The period of performance of this contract is from **date of award** through **12/31/2028.**

14. CONTRACT OPERATIONS SCHEDULE

Contractor shall, before commencing operations, provide in writing an annual Operating Schedule of anticipated major activities and needs for logging Included Timber and completing stewardship projects, such as logging, road maintenance, and construction. Along with the standard requirements, it will include a Route of Haul Map and shall address Load Limitations as required by Appendix B. Upon reasonable notice to Forest Service, such schedule shall be subject to modifications necessitated by weather, markets, or other unpredictable circumstances.

Subdivision/ Area/Unit	Conditions of Operation	Purpose
Contract Area	Included Timber must be removed from the Contract Area within: - Four weeks of felling from March 1 to June 30. - Six weeks of felling from July 1 to September 30. - Eight weeks of felling from Oct 1 to Dec 31. If the Forest Service agrees in writing to allow Included Timber to remain on site from the end of the Normal Operating Season to March 1, material must be removed from the Contract Area before March 1. Logging slash must be treated in accordance with C6.7#	Control of slash breeding insects and/or to capture full value of green material.
Contract Area	Contractor shall complete falling and substantially complete removal of included products in one subdivision before entering another subdivision, unless otherwise agreed in writing.	Needed to ensure completion of biomass operations in a timely manner and to improve control of operations.
CA Highway 172, and Forest Service Road 29N48	No use of road, which includes product hauling, road maintenance, construction and/or plowing of snow, from December 26 through March 31.	Winter Recreation Use
Contract Area	Operations may occur when soil is dry; that is, soil moisture in the upper 8 inches is not sufficient to allow a soil sample to be squeezed and hold its shape or will crumble when the hand is tapped. Operations may also occur when the ground is frozen to a depth of 5 inches, or snow depth is at least 18 inches or machine compacted to 8 inches. Additional contract time will be given if operations are unduly delayed due to soil restrictions.	Protection of Soil Compaction

15. NOTICES

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

16. POST AWARD CONFERENCE

A post award conference with the successful offeror is required. It will be scheduled within **10** days of commencement of work. The conference will be held at **Almanor Ranger Station, 900 E Hwy 36, Chester,**

CA 96020.

17. KEY PERSONNEL

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

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

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

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

Key Personnel- Representatives:

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

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

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

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

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

18. 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.

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.

Subdivision, Cutting Unit, or Road#	SMA Type [1/]	Designation Method [2/]	Special Protection Measure
All Mandatory Cutting Units	Cultural (SMA 1)	(a) RED and WHITE candy-striped flagging	Cultural Resources. (Map with locations is available upon request). Equipment is prohibited from entering, at any time, the cultural boundaries designated with Red and White striped flagging. Contractor's equipment may reach in from the edge of the designated boundary to cut included timber only if able to remove the tree without causing any ground disturbance within the site. Volume removed from Cultural Resource Sites will be counted as additional volume.

Mandatory Cutting Unit 65	Cultural (SMA 2)	(a) RED and WHITE candy-striped flagging	Equipment is prohibited from entering, at any time, the cultural boundaries designated with Red and White striped flagging. Directional felling and hand thinning will be used during treatment under the supervision of a cultural monitor.
Mandatory Cutting Units 83, 88	Botany (SMA 3)	N/A	There are known invasives weeds within the Contract Area Boundary between State HWY 172 and Forest Road 29N32. All "Off Road Equipment" will be required to be washed before leaving mandatory Unit 88 and the section of mandatory Unit 83 east of 29N32.
All Mandatory Cutting Units	Botany (SMA 4)	(b) BLACK and BLUE candy-striped flagging	Botrychium spp. occurrences are to be avoided and protected.
All Mandatory Cutting Units	Botany	(c) Geofence	All **live** Incense cedar shall be retained within 150 feet of Botrychium spp. occurrences as shown on the Contract Area Map.

Designation methods:

(a) SMA boundary designated by **N/A**.
(b) SMA is shown on Contract Area Map and SMA boundary designated by **N/A**.
(c) SMA is only shown on Contract Area Map.

Unless agreed otherwise, sale operations listed below are not permitted during the period(s) specified:

Limited Operating Periods (LOPs)

Subdivision, Cutting Unit, or Road#	**Operation(s) Restricted**	**Period Operations are Not Permitted**
****Based on current surveys and consultation, no active nests or den/rendezvous sites are known to exist in the contract area. However, if an active nest or wolf den/rendezvous site is identified through a survey, consultation or other means, then the restrictions below would apply to the area affected.**		
Contract Area (**If** an active nest is detected in future surveys)	Unless agreed otherwise, all Contractor's operations are prohibited within the LOP units, except for product hauling from outside of the limited operating area.	American Goshawk February 15 – September 15 No harvesting or associated activities shall occur within 0.25 mile of Protected Activity Centers (PAC).
Contract Area (**If** an active nest is detected in future surveys)	Unless agreed otherwise, all Contractor's operations are prohibited within the LOP units, except for product hauling from outside of the limited operating area.	California Spotted Owl March 1 – August 31 No harvesting or associated activities shall occur within 0.25 mile of Protected Activity Centers (PAC).

Contract Area (**If** an active nest is detected in future surveys)	Unless agreed otherwise, all Contractor's operations are prohibited within the LOP units, except for product hauling from outside of the limited operating area.	Protection for Osprey Nest: No harvest or associated activities shall occur within 0.25 miles of an active nest tree during the breeding season of March 1-August 31.
Contract Area (**If** an active nest is detected in future surveys)	Unless agreed otherwise, all Contractor's operations are prohibited within the LOP units, except for product hauling from outside of the limited operating area.	Protection for Bald Eagle Nest: No harvest or associated activities shall occur within 0.25 miles of an active nest tree during the breeding season of January 31-August 31.
Contract Area (**If** their presence is detected)	Unless agreed otherwise, all Contractor's operations are prohibited within the LOP units, except for product hauling from outside of the limited operating area.	Protection for Wolf: If an active den or rendezvous site is located within one mile of the Contract area, a limited operating period (LOP) restricting all noise or smoke generating activities would be instated from April 1 through July 15 within one mile of the den or rendezvous site. Further discussions and coordination with California Department of Fish and Wildlife (CDFW) and the Forest Service may result in a modified distances or dates for this specific conservation measure. In addition, if the den or rendezvous sites are clearly separated from project-generated disturbances by topographic features or terrain, seasonal restrictions may be adjusted or eliminated, as approved by the Forest Service. Dens that are known to be used in consecutive years but not used in the current year may require a LOP if CDFW or the Forest Service determines it is necessary. If a den is discovered during Contract operations, the LOP shall be implemented and coordination with CDFW and the Forest Service shall be pursued.

19. 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.

Improvement	Owner's or Permittee's Name	Timing	Work and Cost of Removal or Relocation Borne by
Above Ground Distribution Lines	Pacific Gas & Electric Company	Contractor shall give notice 5 business days in advance of work performance adjacent to powerlines. Any damage caused by Contractor to above ground powerlines will be reported within **15 minutes** to PG&E and USFS.	Contractor

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

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

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

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

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

20. 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
Equipment Exclusion Zones (EEZs)	Equipment Exclusion Zones (EEZs) are designated with **BLUE** flagging and are marked with **ORANGE** paint. Boundary trees are marked with three slanted lines at approximately eye level in height facing into the unit. Two vertical lines face the previous and next boundary tree along the Equipment Exclusion Zone boundary. Two butt marks are marked at the base of the tree reaching the forest floor. No operations within the Equipment Exclusions Zone shall be permitted.
Special Erosion Prevention Measures (SEPM)	On all skid trails requiring SEPM protection, spread slash on skid trails to achieve 90% cover. (Mandatory 198 Acres)

21. FIRE PRECAUTIONS AND CONTROL

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

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

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

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

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

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

7. Specified Fire Precautions and Emergency Precautions
Specific requirements defined within Attachment 8, Fire Plan, Appendix B C7.2# and C7.22#.

22. FAR 52.225-9 Buy American-Construction Materials (NOV 2025) *This clause applies to construction supplies only (Pay Items 6-17).

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

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

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

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

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

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

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

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means—

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

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

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

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

Domestic construction material means—

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows: ***NONE***.

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

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

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

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

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction

material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)*(1)* of this clause.

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

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

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

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

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

[* *Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)*].
[*List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*]
[*Include other applicable supporting information.*]

(End of clause)

23. FAR 52.228-13 Alternative Payment Protections (JULY 2000) *This clause applies to the construction work only. Further, the clause only applies if the total amount quoted for Pay Items 6-17 meets or exceeds $35,000. If required, the payment protection amount will equal the total awarded value of Pay Items 6-17.

(a) The Contractor shall submit one of the following payment protections:

Payment Bond or Irrevocable Letter of Credit.

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within *10* days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

24. AGAR 452.203-71 Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Compliance (May 2026)

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

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

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

(b) If the contractor participates in, facilitates, or funds programs that implicate Title VI of the Civil Rights Act of 1964 or Title IX of the Education Amendments of 1972, as amended, including but not limited to grants to or for schools, colleges, universities, 4-H programs, non-governmental organization (NGO) programs, sports programs, and education-related grants to prisons or other

detention facilities, the contractor certifies that it will remain compliant with those laws, including the requirements set forth in Executive Order 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity.

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

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

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

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

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

(End of Clause)

25. AGAR 452.203-72 Unenforceable Supplier Terms (MAY 2026)

(a) Definitions.

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

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

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

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

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

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

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

(1) Requires the Government to pay future fees, penalties, interest, legal costs, early-termination fees, cancellation fees, minimum purchase commitments, true-up payments, seat-count minimums, usage minimums, continued-use charges, or any other financial obligation not expressly authorized by the contract.

(2) Requires the Government to indemnify the contractor or any other entity.

(3) Restricts the Government's ability to obtain similar supplies or services from another source.

(4) Imposes any penalty, financial or otherwise, based on the Government's decision not to exercise an option.

(5) Subjects the United States Government to the laws of any U.S. state, territory, district, municipality, or foreign nation, except where Federal law expressly permits such application.

(6) Requires dispute resolution in a forum or venue other than one prescribed by applicable Federal law.

(7) Establishes a period of limitations for bringing an action that differs from that provided by applicable Federal law.

(8) Grants the contractor rights to use, mine, access, aggregate, analyze, or otherwise exploit Government data, usage data, or metadata.

(9) Deems the Government to have accepted initial or revised terms based on silence, continued performance, or failure to object.

(10) Grants the supplier the right to audit Government facilities, systems, records, or use of the product or service, except as expressly authorized by the contract and applicable Federal law.

(11) Requires the Government to accept supplier security requirements, network access requirements, monitoring, penetration testing, or other technical or security measures.

(12) Permits the supplier to suspend, degrade, or terminate access to products or services based on alleged non-payment, alleged breach, automated security triggers.

(13) Limits the Government's right to use, install, access, test, evaluate, or transfer the licensed product or service in any manner consistent with the contract and Federal law.

(14) Requires the Government to store, process, maintain, or transmit data in a particular geographic location, or permits the supplier to transfer Government data outside the United States, except as expressly authorized by applicable Federal law.

(15) Authorizes the supplier to use the Government's name, seal, trademark, logo, or any reference to the Government as an end user or customer for marketing, publicity, promotional activities, press releases, or similar purposes.

(16) Incorporates by reference, or requires the Government to accept, terms or conditions imposed by any third party, subcontractor, or upstream service provider, unless such terms are expressly incorporated into the contract by bilateral modification.

(17) Limits, conditions, or negates the contractor's performance obligations, service levels, or remedies through a supplier-provided service level agreement (SLA).

(18) Uses Government data, usage data, metadata, prompts, content, or interactions to train, fine-tune, improve, or derive any artificial intelligence, machine learning, or automated decision-making model.

(19) Subjects the Government to automated decision-making, automated risk scoring, automated content moderation, or any algorithmic process that may affect access, performance, or rights under the contract.

(20) Utilizes artificial intelligence or algorithmic tools that produce decisions, recommendations, or outputs affecting contract performance without providing transparency, explainability, auditability, and bias-mitigation consistent with applicable Federal law and policy.

(21) Profiles, tracks, or analyzes Government user behavior, preferences, communications, or interactions for personalization, marketing, or algorithmic optimization purposes.

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

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

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

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

(i) Continued performance. The supplier or licensor must not unilaterally revoke, terminate, or suspend any rights granted to the Government except as allowed by the contract. If the supplier or licensor believes the ordering activity to be in breach of the supplier agreement, it must pursue its rights under the Contract

Disputes Act or other applicable Federal statute while proceeding diligently with performance, pending final resolution of any dispute in accordance with the Disputes Clause at FAR 52.212-4(d) or FAR 52.233-1, as applicable.

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

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

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

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

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

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

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

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

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

(End of Clause)

26. AGAR 452.204–70 Modification for Contract Closeout (Apr 2026)

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

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

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

27. AGAR 452.232-71 Progress Payments for Commercial Construction Contracts (May 2026)
***Applies to Pay Items 6-17 only.**

(a) Contractor entitlement to progress payments. The contractor may request progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished that meets the standards of quality established under the contract, as approved by the Contracting Officer.

(b) Computation of amounts. Progress payments will be authorized when the payment requested is properly due in accordance with this contract; the work will be performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract. The Contracting Officer may authorize consideration of:

Materials delivered on site and preparatory work;
Materials delivered to the contractor at locations other than the site, if:
i. Specifically authorized by the contract; and

ii. The contractor provides satisfactory evidence of title and intended use in the contract.

(c) Contractor request for progress payments. The contractor's request for progress payments must include the following:

An itemization of the amounts requested, related to the various elements of work required by the contract;
A listing of the amount included for work performed by each subcontractor;
A listing of the total amount of each subcontract;
A listing of the amounts previously paid to each subcontractor; and
Additional supporting data in a form and detail required by the Contracting Officer.
(d) Contractor Certification. Each request for progress payment must be accompanied by the following certification:

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

The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification,

in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;
This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
This certification is not to be construed as final acceptance of a subcontractor's performance.
_____(name)

_____(title)

_____(date)

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

Records and Documentation:

i. Certified progress payment requests and supporting documentation;

ii. Subcontractor and supplier invoices, payment records, and lien waivers;

iii. Updated schedule of values and progress schedules;

iv. Quality assurance and inspection reports;

v. Payroll records, if applicable under labor provisions.

2. Facilities and Worksite Access:

i. Physical access to the construction site for inspection of work progress;

ii. Access to off-site storage locations for materials billed but not yet incorporated into the work; or

iii. Access to any fabrication facilities where contract-related work is being performed.

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

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

(g) Liquidation of progress payments. Progress payments must be liquidated by deducting from the payment of each item the total unliquidated amount of progress payments made for that separately priced unit of that line item. The liquidation amounts for each line item must be clearly delineated in each request for progress payment submitted by the contractor.

(h) Security for progress payments. In the event that the contractor fails to provide adequate security as required in this contract, no progress payment must be made under this contract. Upon receipt of adequate security, progress payments must be made, including all previous payments to which the contractor is entitled,

in accordance with the terms of the contract. If at any time the Contracting Officer determines that the security provided by the contractor is insufficient, the contractor must promptly provide such additional security as the Contracting Officer determines necessary. In the event the contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided, and suspend further payments to the contractor; the contractor must repay to the Government the amount of unliquidated progress payments as the Contracting Officer at his sole discretion deems repayable.

(i) Special terms regarding termination for cause. If this contract is terminated for cause, the contractor must, on demand, repay the Government the amount of unliquidated progress payments. The Government must be liable for no payment except as provided by the Termination for Cause paragraph of the clause at Federal Acquisition Regulation 52.212-4, Contract Terms and Conditions—Commercial Products and Commercial Services.

(j) Reservation of rights.

No payment, vesting of title under this clause, or other action taken by the Government under this clause must-
i. Excuse the contractor from performance of obligations under this contract; or

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

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

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

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

(k) Refund of unearned amounts. If the contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the contractor must-

Notify the Contracting Officer of such performance deficiency; and
Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until-
i. The date the contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

ii. The date the contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(l) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer must authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and must release to

the contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment must be made for the completed work without retention of a percentage.

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

Relieving the contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
Waiving the right of the Government to require the fulfillment of all the terms of the contract.
The Government's rights and remedies under this clause-
i. Shall not be exclusive, but rather must be in addition to any other rights and remedies provided by law or this contract; and

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

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

(o) Final payment. The Government must pay the amount due to the contractor under this contract after-

Completion and acceptance of all work;
Presentation of a properly executed voucher; and
Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of1940 (31 U.S.C.3727 and 41 U.S.C. 6305).
(p) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments must not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(End of clause)

28. AGAR 452.236–70 Emergency Response, Fire Suppression and Liability (May 2026)

(a) Contractor's Responsibility for Responding to Emergencies. When directed by the contracting officer, the contractor must 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. A supplemental agreement between both parties, including an exchange of consideration for additional in-scope work, for the temporary use of employees and equipment will be made under the clause, FAR 52.212-4.

(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, must 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:

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 **$77,300**. 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, must be credited toward such maximum. If the contractor's actual cost exceeds the contractor's maximum obligation stated above, the Forest Service must reimburse the contractor for the excess.

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 must be borne by the contractor.

Other Fires on Contract Area. The Forest Service must 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 must 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 must be the same as if performance was by the contractor.

(f) State Law. The contractor must 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 must not be withheld pending settlement of any such claim or action based on State law.

(End of Clause)

END OF ADDENDUM TO FAR 52.212-4

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

****Several updates to FAR 52.212-5 (NOV 2021) have been made to implement provisions of law or Executive Orders; the complete Deviations can be referenced here:** USDA FAR Class Deviations. **Prior**

to the award of a BPA Call, the BPA holder in line for award shall have its BPA modified if necessary to incorporate the new Executive Order requirements.

This clause as shown in the parent BPA has been updated to reflect the Promenade Stewardship IRSC requirement.

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

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

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

_X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).
_X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) \(41 U.S.C. 3509)).
__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
_X_(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
__ (5) [Reserved].
__ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
__ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
_X_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101 note).
_X_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
__ (10) [Reserved].
__ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2021) (15 U.S.C. 657a).
__ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Sep 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
__ (13) [Reserved]
(14)
_X_ (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

__ (ii) Alternate I (Mar 2020) of 52.219-6.
(15)
__ (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
__ (ii) Alternate I (Mar 2020) of 52.219-7.
_X_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
(17)
__ (i) 52.219-9, Small Business Subcontracting Plan (Nov 2021) (15 U.S.C. 637(d)(4)).
__ (ii) Alternate I (Nov 2016) of 52.219-9.
__ (iii) Alternate II (Nov 2016) of 52.219-9.
__ (iv) Alternate III (Jun 2020) of 52.219-9.
__ (v) Alternate IV (Sep 2021) of 52.219-9.
(18)
__ (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
__ (ii) Alternate I (Mar 2020) of 52.219-13.
_X_ (19) 52.219-14, Limitations on Subcontracting (Sep 2021) (15 U.S.C. 637s).
__ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
__ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Sep 2021) (15 U.S.C. 657f).
(22)
_X_ (i) 52.219-28, Post Award Small Business Program Rerepresentation (Sep 2021) (15 U.S.C. 632(a)(2)).
(ii) Alternate I (Mar 2020) of 52.219-28.
__ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Sep 2021) (15 U.S.C. 637(m)).
__ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Sep 2021) (15 U.S.C. 637(m)).
__ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
__ (26) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15U.S.C. 637(a)(17)).
_X_ (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
__ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan2020) (E.O.13126).
__ (29) ~~52.222-21, Prohibition of Segregated Facilities (Apr 2015).~~ Struck by E.O.
(30)
__ (i) ~~52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).~~ Struck by E.O.
__ (ii) Alternate I (Feb 1999) of 52.222-26.
(31)
_X_ (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
__ (ii) Alternate I (Jul 2014) of 52.222-35.
(32)
_X_ (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
(ii) Alternate I (Jul 2014) of 52.222-36.
_X_ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
_X_ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
(35)
_X_ (i) 52.222-50, Combating Trafficking in Persons (Nov 2021)(22 U.S.C. chapter 78 and E.O. 13627).
__ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
_X_ (36) 52.222-54, Employment Eligibility Verification (Nov 2021). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
(37)

__ (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
__ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
__ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
(40)
__ (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
__ (ii) Alternate I (Oct 2015) of 52.223-13.
(41)
__ (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
__ (ii) Alternate I (Jun2014) of 52.223-14.
__ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
(43)
__ (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
__ (ii) Alternate I (Jun 2014) of 52.223-16.
_X_ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
__ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
__ (46) 52.223-21, Foams (Jun2016) (E.O. 13693).
(47)
__ (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
__ (ii) Alternate I (Jan 2017) of 52.224-3.
__ (48) 52.225-1, Buy American-Supplies (Nov 2021)(41 U.S.C. chapter 83).
__ (49)
__ (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301note, 19 U.S.C. 2112note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
__ (ii) Alternate I (Jan 2021) of 52.225-3.
__ (iii) Alternate II (Jan 2021) of 52.225-3.
__ (iv) Alternate III (Jan 2021) of 52.225-3.
__ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
_X_ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
__ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
__ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (42 U.S.C. 5150).
__ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).
_X_ (55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
__ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
__ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

_X_ (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).
__ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
__ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
__ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
__ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
(63)
__ (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).
__ (ii) Alternate I (Apr 2003) of 52.247-64.
__ (iii) Alternate II (Nov 2021) of 52.247-64.

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

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

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

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

_X_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
__ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
__ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
_X_ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020).
_X_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

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

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).
(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).
(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015). Struck by E.O.
(vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246). Struck by E.O.
(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
(xiii)
(A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).
(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) (41 U.S.C. chapter 67).
(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
(xvi) 52.222-54, Employment Eligibility Verification (Nov 2021) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020).
(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
(xix)
(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
(B) Alternate I (Jan 2017) of 52.224-3.
(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

SOLICITATION INFORMATION (PROVISIONS)

30. SITE VISIT/PREPROPOSAL CONFERENCE

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

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

(c) In order to facilitate conference preparations, interested vendors shall email karen.ruklic@usda.gov regarding the of the number of persons who will attend no later than noon on Tuesday, July 7, 2026.

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

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

(f) The conference will be held:

Date: Wednesday, July 8, 2026
Time: 10:00 AM
Location: Participants shall meet at the **Almanor Ranger Station, 900 E Hwy 36, Chester, CA 96020**. From here, participants shall travel to view the contract area.

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

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance,

to the extent that the information is reasonably obtainable. **In no event shall failure to inspect the site constitute grounds for a claim after contract award.**

AWARD TYPE

32. FIRM FIXED PRICE

It is anticipated that a firm, fixed price contract will be awarded as a result of this synopsis/solicitation with a deadline of 12/31/2028. The Government intends to make one award from this solicitation. Therefore, to be considered responsive, contractors must submit pricing for all items.

EVALUATION AND BASIS FOR AWARD

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

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

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

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

1. **Technical Approach**

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

   - How well does the proposed plan address the treatment and removal of included timber from Forest Service land including the reconstruction of haul roads?
   - What method will be utilized to remove all products harvested and what market(s) it will be provided to?
   - How the Designation by Damage Class is proposed to be implemented, considering equipment, need for marking, etc.
   - How will operations meet Special Erosion Protection Measures (SEPM) requirements of 90% cover?
   - How well proposed operations will meet safety considerations?
   - How will work be monitored and documented for each work item to ensure a high-quality end-result?

- How logical and reasonable is the overall proposed sequence and schedule of operations? Does it comply with the contract restrictions and requirements? Does it meet or exceed the required completion dates?
- How experienced are key personnel in the work they will be performing?
- How suitable is the equipment and is it adequate for use on this contract?

2. Relevant Past Performance

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

Quoters will be evaluated on their past performance of similar type contracts performed within the last five years in accordance with the following subfactors:

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

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

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

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

3. Benefit to the Local Community

The Government will evaluate the methods proposed by each contractor to benefit the local community. For the purposes of this solicitation, "local" is identified as Lassen, Shasta, Plumas, Tehama and Butte counties. Contractor, subcontractor, and employee locations for determination of "local" will be based on primary business/home address. The evaluation will include a determination as to how realistic and

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

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

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

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

4. Price Evaluation Criterion

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

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

Award Decision:

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

34. 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

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

text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

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

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

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

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

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

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

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

specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

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

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

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

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

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

Questions shall be submitted via email to karen.ruklic@usda.gov and are due no later than July 22, 2026, at 12:00 PM Pacific Daylight Time. This will ensure enough time to respond before the solicitation period ends. Please include the solicitation name and number as the subject line of the email.

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

(a) General Instructions

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

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

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

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

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

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

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

(1) Technical Approach

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

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

- ✓ How your operations will treat and remove all dead and fire damaged trees > 3.0 inches DBH that meet the Designation by Damage Class (DxDAM) description (consider equipment, need for marking, etc.)?
- ✓ How will operations dispose of included timber?
- ✓ How will operations meet Special Erosion Protection Measures (SEPM) requirements of 90% cover?
- ✓ How will road reconstruction work be performed?
- ✓ How will quality control be performed?
- ✓ How will jobsite safety be ensured?

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

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

Timing. Provide a general plan for the sequence of work including the timing of the road reconstruction along with start dates and completion dates. Address the deadlines stated in Clause 10. – Commencement, Prosecution, and Completion of Work and restrictions set forth in Clause 14. Contract Operations Schedule. Please limit this information to no more than 1 page.

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

(2) Relevant Past Performance Submit past performance information for the prime contractor **and** proposed major subcontractors performing more than 20% of the work. Provide a list of project work that has been completed in the last **5 years** as well as work in progress. Experience with implementation and successful accomplishment of DxDAM treatments should be noted. The information should focus on contracts and subcontracts similar in nature and complexity to that required by this solicitation. PROVIDE ONLY THE INFORMATION LISTED BELOW. Performance information will be requested from references provided and other known clients. Please limit your response to no more than 3 pages.

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

(3) **Benefit to Local Community**

- ✓ Describe how you will recruit and utilize local labor, including hiring or training of local residents as employees or as subcontractors would be accomplished in terms of retention, expansion, or creation of employment or training opportunities.
- ✓ Describe how and to what degree materials, supplies, lodging, meals, or incidentals would be purchased within local communities.
- ✓ **Describe how any materials removed from Forest Service land would be marketed; specifically, detail to which enterprises the timber products will be sold or otherwise disposed of.** Include contributions to the development of biomass energy, integrated utilization, and/or value-added products for an existing market or emerging market (if applicable).

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

Complete and Submit: **EMPLOYMENT OF ELIGIBLE WORKERS - WORKFORCE CERTIFICATION**

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

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

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

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

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

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

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

☐ Transporting workers

☐ Driving

☐ Housing workers

☐ Company has applied for a Certificate of Registration on _____.

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

State of _____ No._____

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

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

(End of provision FAR 52.212-1)

AGAR Provisions

36. 452.203-70 Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Certification (Dec 2025)

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

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

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

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

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

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

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

37. NOTICE FOR FILING AGENCY PROTESTS
United States Department of Agriculture (USDA) Protest Procedures

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

Tier 1: Contracting Officer Concern Resolution

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

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

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

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

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

Tier 2: Agency Protest
If concerns cannot be resolved at Tier 1, an interested party may file a written agency protest with either the Contracting Officer or the USDA Independent Review Authority. The decision by the USDA Independent Review Authority is an alternative to a decision by the Contracting Officer. The USDA Independent Review Authority will not consider an appeal of the Contracting Officer's decision on an agency protest.
The protest must state whether the protester elects review by the Contracting Officer, by the UDSA Independent Review Authority. If no election is stated, the Contracting Officer will decide the protest.

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

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

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

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

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

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

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