

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>		1. REQUISITION NUMBER	PAGE OF 1 19
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2. CONTRACT NO. 1202RZ24T0030	3. AWARD/ EFFECTIVE DATE 01/01/2025	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME DARRIN JACKSON	b. TELEPHONE NUMBER (No collect calls) 509-818-7705	8. OFFER DUE DATE/LOCAL TIME ED
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9. ISSUED BY USDA-FS AT-INCIDENT MGT SVCS BRANCH 3833 S DEVELOPMENT AVE BOISE ID 83705-5354 C: 509-818-7705	CODE 02RZ	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) <input type="checkbox"/> 8(A)	NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 115310 SIZE STANDARD: \$34
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11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> REQUEST FOR QUOTE (RFQ) <input type="checkbox"/> INVITATION FOR BID (IFB) <input type="checkbox"/> REQUEST FOR PROPOSAL (RFP)
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15. DELIVER TO KLAMATH NATIONAL FOREST 1030 SOUTH MAIN STREET YREKA CA 96097 C: 530-925-9668	CODE 91W9	16. ADMINISTERED BY SAME AS BLOCK 9	CODE 02RZ
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17a. CONTRACTOR/ OFFEROR COUNTY OF SISKIYOU ATTN JOY HALL 311 4TH STREET ROOM 104 YREKA CA 96097-2912 UEI SAM NO MAMFUJZB618 TELEPHONE NO. 530-842-8259	CODE 1500012301#	FACILITY CODE	18a. PAYMENT WILL BE MADE BY FS INCIDENT IPP RPA INVOICE FS ROBOTIC PROCESS AUTOMATION RPA WILL SUBMIT INVOICES INTO THE INVOICE PROCESSING PLATFORM IPP VENDOR TO FOLLOW EXISTING INVOICE PROCESS	CODE FS_I-IPP-RPA
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<input type="checkbox"/> 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 <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Klamath National Forest, Region 5</p> <p>Preseason Land Use Agreement (LUA) to support USDA Forest Service incident operations. This BPA may be utilized by multiple State and Federal wildland fire agencies for Local, Regional, Nationwide fire suppression, prescribed burns, and all-hazard incidents.</p> <p>The overall minimum for this contract is: \$0.00 The overall maximum for this contract is: \$250,000.00 <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i></p>				

25. ACCOUNTING AND APPROPRIATION DATA See schedule	26. TOTAL AWARD AMOUNT (For Government Use Only) \$0.00
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> 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.	<input type="checkbox"/> 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:
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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) DARRIN V. JACKSON	31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	<p>Period of Performance: 01/01/2025 to 12/31/2029</p> <p>County of Siskiyou Airports 1-4 Aircraft, Rate: \$500 per day 5+ Aircraft, Rate: \$750 per day Water Supply from Water Pressure Tank, Rate: \$10.00 per every 1,000 gallons</p> <p>Airports Include:</p> <ul style="list-style-type: none"> - Weed Airport (O46) - Siskiyou County Airport (SIY) - Butte Valley Airport (A32) - Scott Valley Airport (A30) <p>Obligated Amount: \$0.00 Contract Type: FIRM-FIXED-PRICE</p> <p>This is a Pre-Season LUA. Numerous fire/incident teams and Pcodes may be utilized on this agreement for 2025 thru 2029 fire seasons.</p> <p>The total amount of award: \$250,000.00. The obligation for this award is shown in box 26.</p>				

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT (<i>Location</i>)
	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

Incident Support Facilities/Airport I-BPA

DESCRIPTION/ SPECIFICATIONS/STATEMENT OF WORK

This Blanket Purchase Agreement (BPA) may be utilized by multiple State and Federal wildland fire agencies for Local, Regional, Nationwide fire suppression, and all-hazard incidents.

The owner of the COUNTY OF SISKIYOU property described herein, or the duly appointed representative of the owner, agrees to furnish the land/facilities for use of service including:

The purpose of this agreement is for incident Helibase operations to use the County of Siskiyou airports to include the Weed (O46), Siskiyou (SIY), Butte Valley (A32), and the Scott Valley (A30) airports in the efforts to support active wildfire, all hazard incidents, pre-positioning, mobilization and/or prescribed burning projects in support of the Wildfire Crisis Strategy. The airports will be used by incident as a take-off, landing, staging, and maintenance of aircraft with support and fuel vehicle access for incident operations support.

FACILITY/LAND CONTACT INFORMATION

UEI SAM No:	MAMFUAZJB618
Business Name	COUNTY OF SISKIYOU
Business Address:	311 4th ST, Yreka, CA 96097-2946
Primary Contact Name:	Joy Hall Airport Director, Director of General Services
Phone	w: 530-842-8259, c: 530-598-2257
Email:	jdhall@co.siskiyou.ca.us
Alternate Contacts:	Angie Stumbaugh (Transportation Services Manager) Phone: 530-842-8220, Email: astumbaugh@co.siskiyou.ca.us Andy Gilman (Airport Coordinator) Phone: 530-842-8291, Email: agilman@co.siskiyou.ca.us

PROJECT LOCATION & DESCRIPTION

The airports included in this agreement with the County of Siskiyou are located at the following:

- Weed Airport (O46) - 22501 Airport Road Weed CA, 96094.
- Siskiyou County Airport (SIY) - 4730 N Hanger Road Montague, CA 96064.
- Butte Valley Airport (A32) - West Side of Highway 97 approximately 6.7 miles south of Doris CA.
- Scott Valley Airport (A30) – 8202 Island Road Etna, CA 96027.

RATE

For each day that the land/facilities are used, the Government will pay the **rate breakout listed below**. Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be \$0.00, regardless of the length of use. The maximum amount to be paid under this agreement shall not exceed \$250,000.00.

Rate Breakout:

Item No	Description	Rate
0001	1 - 4 Aircraft*	\$500.00 per day
0002	5+ Aircraft*	\$750.00 per day
0003	Water Supply from Water Pressure Tank**	\$10.00 per every 1,000 gallons

Addenda to Rate Breakout:

*The types of aircraft and the number of aircraft types may vary based on the incident operational needs. Aircraft types may include Type 1, Type 2, Type 3, and Type 4. Incident shall track number of aircraft for invoicing and payment purposes.

**Incident shall track water supply usage in writing on a shift ticket (OF-297) or Daily Diary (FS-6300-20/21) for invoicing and payment purposes.

ESTIMATED PERIOD OF PERFORMANCE/START DATE

Start Date: **01/01/2025**

End Date: **12/31/2029**

DEFINITIONS, TERMINOLOGY OR ACRONYMS

Ordinary Wear and Tear: Ordinary wear and tear is based on the customary use of the land/facilities, and not the use resulting from the incident. Reasonable costs incurred by the owner (beyond ordinary wear and tear) in restoring land/facilities to their prior condition shall be submitted, in writing, to the Contracting Officer.

The specific meanings of terms used in this specification may be found in the Glossary of Terms of the Fireline Handbook, NWCG Handbook 3; PMS 410-1; NFES 0065, and any other prevailing current NWCG publication unless otherwise defined herein; the definitions provided in this exhibit are included in this agreement, therefore some of the definitions may not be applicable to the agreement you are responding to:

AGENCY – See “Government”

AGENCY COOPERATOR – Local Government entities available through agreement to assist the Federal and State Government agencies.

AGREEMENT – References the Blanket Purchase Agreement documented on the SF-1449/OF-294, and its attachments.

CO – The Contracting Officer (also referred to as a Contract Specialist) is the only warranted authorized government official with full authority to enter into, change, settle disputes or claims, and/or terminate contracts. While a direct line of communication is always open to the Contracting Officer, all correspondence and other communications directly affecting contract performance should be directed to the Incident contact or Contracting Officer’s Representative (COR) first.

COR – Contracting Officer’s Representative is a GOVERNMENT agent/employee responsible for assisting in the administration of the agreement and who has been designated by the CO.

CS – The Contract Specialist (also referred to as a Contracting Officer), is the only warranted authorized government official with full authority to enter into, change, settle disputes or claims, and/or terminate contracts. While a direct line of communication is always open to the Contracting Officer, all correspondence and other communications directly affecting contract performance should be directed to the Incident contact or Contracting Officer’s Representative (COR) first.

DIP SITE – A dip site is a large area clear of obstructions, with a 300’ approach and departure path clear of structures and personnel with a water supply from a lake, pond, stream, or buoy wall that can be supplied by a water tender or engine utilizing a hydrant.

DRAFTING – Pumping from a water supply (i.e., lake, pond, stream, or buoy wall) to a water tender or water holding tank using atmospheric pressure is removed from the hose line, creating a vacuum (negative pressure) within the pump chamber. The atmospheric pressure (weight of air) on the water’s surface forces the water up through the suction hose to the pump.

FS – Forest Service

FS-I – Forest Service-Incident

GACC – Geographic Area Coordination Center

GOVERNMENT – United States Department of Agriculture – Forest Service (USDA-FS), Forest Service-Incident (FS-I).

GOVERNMENT REPRESENTATIVE – Those employees of the agencies listed under the definition of Government that have a designation in writing or are designated by their position.

HOST DISPATCH CENTER – Interagency dispatch center responsible for dispatching resources under this agreement.

HOST DISPATCH ZONE – Geographic area defined by the Host Dispatch Center’s area of authority.

ICS – Incident Command System

IIBMH – Interagency Incident Business Management Handbook

INCIDENT – An occurrence or event, either human-caused or natural phenomena, that requires action by emergency service personnel to prevent or minimize loss of life or damage to property and/or natural resources.

INITIAL ATTACK – A planned response to a wildfire given the wildfire’s potential fire behavior. The objective of initial attack is to stop the spread of the wildfire and suppress it at least cost. An aggressive suppression action that is consistent with firefighter and public safety.

OPERATIONAL PERIOD – The period of time scheduled for execution of a given set of tactical actions, which may be specified in the Incident Action Plan. An operational period is equal to one shift and can be of various lengths.

PRESCRIBED FIRE PROJECT WORK – The class of work assignments that are related to priority fuels work targeting the reduction of wildfire threats to communities, critical infrastructure, public health and safety, and natural resources. Examples of appropriate activities may include, but are not limited to, prescribed burn unit preparation, ignition, holding, and contingency.

PROGRAM POINT OF CONTACT (POC) – Is a GOVERNMENT agent/employee responsible for assisting in the administration of the agreement and who has been designated by the CO.

RESOURCE – Equipment, personnel, supplies, or a service used to support incidents.

SAM – System for Award Management. SAM is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

SEVERITY –The class of assignments that are related to pre-suppression activities. Examples of appropriate severity activities may include but not limited to standby at the host unit, limited patrol, tool sharpening, or other activities that do not unduly interfere with fire readiness and a 10 minute mobilization response time. Increase the level of pre-suppression capability and fire preparedness when predicted or actual burning conditions exceed those normally expected, due to severe weather conditions.

SUPPRESSION – All the work of extinguishing or confining a fire beginning with its discovery.

CONTRACT ADMINISTRATION DATA

PAYMENT

PAID BY INCIDENT AT TIME OF USE: The host agency for each incident is responsible for payments. *Refer to Exhibit B* for complete agency payment office information. Ensure to work with your local point of contact on the Forest to ensure all payment requirements are met in a timely manner.

INVOICE

PAID BY INCIDENT AT TIME OF USE: The Finance Unit or designated representative will receive vendor's commercial invoices or shift tickets, and documents providing itemized breakdown of charges. They will validate with incident approved vendor generated invoices, review, sign, and submit to the payment center.

The Incident Finance or Local Unit will submit a payment package including all signed originals, including:

- **A detailed invoice that supports each order**
- **Copy of resource order(s) to match/support Vendors Invoice**
- **A copy of Vendors Agreement SF-1449 Including any Modifications**
- **Any other supporting documentation**

Per the National Wildfire Coordinating Group (NWCG) Standards for Interagency Incident Business Management and transmittal sheet to the designated payment office.

SPECIAL CONTRACT REQUIREMENTS

INSURANCE/ INDEMNIFICATION

The United States Federal Government is self-insured and does not have the authority to indemnify and hold harmless the COUNTY OF SISKIYOU from any and all claims, liabilities, losses, damages, charges, etc. The COUNTY OF SISKIYOU does not have the authority to indemnify and hold harmless the United States Federal Government from any and all claims, liabilities, losses, damages, charges etc. The COUNTY OF SISKIYOU will be responsible for errors, omissions and negligence of its employees. The United States Federal Government will be responsible for errors, omissions and negligence of its employees to the extent provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671-2680, as amended by P.L. 89-506, 80-Stat. 306].

INSPECTIONS

Annually and at time of use a Pre-Use and Post-Use Inspections shall be completed jointly by both a Government official and an owner/representative. If at any time it is suspected that the Government use has caused damage, this should be immediately documented using a Daily Diary Form (FS-6300-20) and inform the Contracting Officer (CO). Please refer to both Exhibits C and D.

LOSS, DAMAGE OR DESTRUCTION

The Government will assume liability for the loss, damage, or destruction of facilities furnished under this Agreement, provided that no reimbursement will be made for loss, damage, or destruction when due to (1) ordinary wear and tear, or (2) the fault or negligence of the owner or the owner's agent(s).

DESIGNATION OF PROGRAM POINT OF CONTACT (POC)/CONTRACTING OFFICER REPRESENTATIVE (COR)

The Contracting Officer designates the Contracting Officer's Representative (COR) or Program Point of Contact (POC). This position is responsible for administering the performance of work under this agreement. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of the contract.

The Contracting Officer must be informed as soon as possible of any actions or inactions by the Contractor using the FS-6300-20/21 Daily Diary, ICS 213 General Message or comparable.

TERMS & CONDITIONS

FAR 52.252-2 -- Clauses Incorporated by Reference. (FEB 1998) This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
 Federal Acquisition Regulation (FAR) Clauses: <https://www.acquisition.gov/browse/index/far> (FAR clauses begin with 52)
 FAR and AGAR Deviations to clauses may be viewed at: [Policies & Regulations | USDA](#)

52.204-13 – System for Award Management Maintenance (OCT 2018)

52.204-18 – Commercial and Government Entity Code Maintenance (AUG 2020)

52.204-19 – Incorporation by Reference of Representations (DEC 2014)

52.212-4 – Contract Terms and Conditions – Commercial Products & Commercial Services (NOV 2023)

52.232-1 – Payments (APR 1984)

52.232-11 – Extras (APR 1984)[

52.232-17 – Interest (MAY 2014)

52.232-25 – Prompt Payment (JAN 2017)

52.232-39 – Unenforceability of Unauthorized Obligations (JUN 2013)

52.232-40 – Providing Accelerated Payments to Small Business Subcontractors (NOV 2021)

52-233-1 – Disputes (MAY 2014) ALT I (DEC 1991)

52.243-1 – Changes-Fixed Price (AUG 1987) ALT I (APR 1984)

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (MAY 2024).

(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 Covered Entities (DEC 2023) (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) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).
- (6) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (7) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

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

- 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. 4655](#)).
- ___ (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.)
- ___ (4) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ([41 U.S.C. 4712](#)); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR [3.900](#)(a).
- X (5) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- ___ (6) [Reserved].
- ___ (7) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- ___ (8) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- X (9) [52.204-27](#), Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).
- ___ (10) [52.204-28](#), Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) ([Pub. L. 115-390](#), title II).
- ___ (11) (i) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) ([Pub. L. 115-390](#), title II).
- ___ (ii) Alternate I (DEC 2023) of [52.204-30](#).
- X (12) [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](#)).
- ___ (13) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).
- ___ (14) [Reserved].
- ___ (15) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) ([15 U.S.C. 657a](#)).
- ___ (16) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- ___ (17) [Reserved]
- ___ (18) (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](#).
- ___ (19) (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](#).
- ___ (20) [52.219-8](#), Utilization of Small Business Concerns (FEB 2024) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ___ (21) (i) [52.219-9](#), Small Business Subcontracting Plan (SEP 2023) ([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 2023) of [52.219-9](#).
- ___ (22) (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](#).
- ___ (23) [52.219-14](#), Limitations on Subcontracting (OCT 2022) ([15 U.S.C. 637s](#)).
- ___ (24) [52.219-16](#), Liquidated Damages—Subcontracting Plan (SEP 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (25) [52.219-27](#), Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (FEB 2024) ([15 U.S.C. 657f](#)).
- ___ (26) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (FEB 2024) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ___ (ii) Alternate I (MAR 2020) of [52.219-28](#).

- __ (27) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) ([15 U.S.C. 637\(m\)](#)).
- __ (28) [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 (OCT 2022) ([15 U.S.C. 637\(m\)](#)).
- __ (29) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- __ (30) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ([15U.S.C. 637\(a\)\(17\)](#)).
- (31) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- (32) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (FEB 2024).
- (33) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- (34) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
- __ (ii) Alternate I (FEB 1999) of [52.222-26](#).
- __ (35) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- __ (ii) Alternate I (JUL 2014) of [52.222-35](#).
- (36) (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](#).
- __ (37) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- __ (38) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (39) (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).
- __ (40) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (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](#).)
- __ (41) (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.)
- __ (42) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) ([42 U.S.C. 7671](#), *et seq.*).
- __ (43) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) ([42 U.S.C. 7671](#), *et seq.*).
- __ (44) [52.223-20](#), Aerosols (MAY 2024) ([42 U.S.C. 7671](#), *et seq.*).
- __ (45) [52.223-21](#), Foams (MAY 2024) ([42 U.S.C. 7671](#), *et seq.*).
- __ (46) [52.223-23](#), Sustainable Products and Services (MAY 2024) ([E.O. 14057](#), [7 U.S.C. 8102](#), [42 U.S.C. 6962](#), [42 U.S.C. 8259b](#), and [42 U.S.C. 7671](#)).
- __ (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) (i) [52.225-1](#), Buy American-Supplies (OCT 2022) ([41 U.S.C. chapter 83](#)).
- __ (ii) Alternate I (OCT 2022) of [52.225-1](#).
- __ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) ([19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 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 [Reserved].
- __ (iii) Alternate II (DEC 2022) of [52.225-3](#).
- __ (iv) Alternate III (FEB 2024) of [52.225-3](#).
- __ (v) Alternate IV (Oct 2022) of [52.225-3](#).
- __ (50) [52.225-5](#), Trade Agreements (NOV 2023) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- (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. Subtitle A, Part V, Subpart G Note).

___ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

___ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

X (55) [52.226-8](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024) ([E.O. 13513](#)).

___ (56) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).

___ (57) [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. 3805](#)).

___ (58) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).

X (59) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ([31 U.S.C. 3332](#)).

___ (60) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___ (61) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).

___ (62) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).

___ (63) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

___ (64) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (APR 2003) of [52.247-64](#).

___ (iii) Alternate II (Nov 2021) of [52.247-64](#).

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

[Contracting Officer check as appropriate.]

___ (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

___ (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](#)).

___ (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](#)).

___ (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

___ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

___ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

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

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

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

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

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

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ([41 U.S.C. 3509](#)).
- (ii) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ([41 U.S.C. 4712](#)).
- (iii) [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)).
- (iv) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).
- (v) [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).
- (vi) [52.204-27](#), Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).
- (vii)
 - (A) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) ([Pub. L. 115-390](#), title II).
 - (B) Alternate I (DEC 2023) of [52.204-30](#).
- (viii) [52.219-8](#), Utilization of Small Business Concerns (FEB 2024) ([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.
- (ix) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- (x) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).
- (xi) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (xii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
- (xiii) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (xiv) [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](#).
- (xv) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).
- (xvi)
 - (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).

(xvii) [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](#)).

(xviii) [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](#)).

(xix) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (E.O. 12989).

(xx) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xxi) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xxii)

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

(B) Alternate I (JAN 2017) of [52.224-3](#).

(xxiii) [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. Subtitle A, Part V, Subpart G Note).

(xxiv) [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](#).

(xxv) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)). Flow down required in accordance with paragraph (c) of [52.232-40](#).

(xxvi) [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)

EXHIBITS AND OTHER ATTACHMENTS

The attachments to the Statement of Work/Specifications listed are hereby made part of this solicitation and any resultant contract.

Title	Pages
<u>EXHIBIT A: Project Area or Unit Maps</u>	2 PAGES
<u>EXHIBIT B: Payment Office Information</u>	1 PAGE
<u>EXHIBIT C: Pre-Use and Post-Use Inspection Form</u>	1 PAGE
<u>EXHIBIT D: Daily Diary</u>	2 PAGES
<u>EXHIBIT E: Reserved</u>	

NOTE: IN COMPLIANCE WITH THE PAPER REDUCTION ACT, FAR CLAUSES 52.212-3, 52.212-1 AND 52.212-2 AND ADDENDUMS ATTACHED THERETO, WHICH APPLY ONLY TO THE SOLICITATION PHASE, ARE NOT DUPLICATED AFTER CONTRACT AWARD. HOWEVER, THEY ARE INCORPORATED BY REFERENCE INTO THE RESULTING CONTRACT. All provisions shall be removed from this document at time of award.

EXHIBIT A: Project Area or Unit Maps

Weed Airport (O46)



Siskiyou County Airport (SIY)



Butte Valley Airport (A32)



Scott Valley Airport (A30)



EXHIBIT B: Payment Office Information

FOREST SERVICE

Albuquerque Service Center – B&F
Incident Finance
5141 Masthead St. NE
Albuquerque, NM 87109

Phone: 1-877-372-7248 Option 1 – Request Incident Finance
E-FAX: (866) 816-9532

BUREAU OF LAND MANAGEMENT

National Operations Center
PO Box 25047, Bldg 50
Denver Federal Center
Denver, CO 80225-0047
Mail Stop OC-620

1-877-480-9724

NATIONAL PARK SERVICE

National Park Service
Accounting Operations Center (AOC)
PO Box 100000
Herndon, VA 20171

NPS FedEx Address
13461 Sunrise Valley Drive
Herndon, VA 20171

703-487-9453

BUREAU OF INDIAN AFFAIRS

BIA/OCFO, Division of Accounting Operations
12201 Sunrise Vally Drive, MS-244
Reston, VA 20192
Payment Team Group Email: ia_cfo_firepayments@bia.gov

703-390-6446 (primary), 703-390-6336 (secondary)

FISH & WILDLIFE SERVICE

NIFC – US Fish and Wildlife Service
Branch of Fire Management
3833 S. Development Avenue
Boise, ID 83705

208-387-5536

EXHIBIT C

USDA FOREST SERVICE FACILITY/LAND AGREEMENT SITE INSPECTION

AGREEMENT NO:

FACILITY/LAND NAME:

PRE-USE INSPECTION DESCRIPTION/INFORMATION: *Please provide a summarized description including the current condition prior to the Governments use, or any possible issues/conditions you may see becoming a problem during the Governments use (watch outs). Attach photos if available.*

DATE OF PRE-USE INSPECTION:

PICTURES ATTACHED

FACILITY/LAND REPRESENTATIVE SIGNATURE		FOREST SERVICE REPRESENTATIVE SIGNATURE	
PRINT NAME:		PRINT NAME:	
TITLE:		TITLE:	
EMAIL:	PHONE:	EMAIL:	PHONE:

POST-USE INSPECTION DESCRIPTION/INFORMATION: *Please include a summarized description including the current condition immediately following the Governments use. Attach photos if available.*

ADDITIONAL REMARKS:

DATE OF POST-USE INSPECTION:

PICTURES ATTACHED

FACILITY/LAND REPRESENTATIVE SIGNATURE		FOREST SERVICE REPRESENTATIVE SIGNATURE	
PRINT NAME:		PRINT NAME:	
TITLE:		TITLE:	
EMAIL:	PHONE:	EMAIL:	PHONE:

USDA - Forest Service CONTRACT DAILY DIARY Narrative Continuation (Reference FSH 6309.11)	1. PROJECT Region 5 1202RZ24T0030 County of Siskiyou Airports	2. PAGE of
	3. CONTRACT NUMBER 1202RZ24T0030	4. DATE
5. NARRATIVE REPORT (continued from 6300-20)		
6. SIGNATURE	7. TITLE	8. ADDTL SPACE NEEDED <input type="checkbox"/> (continued on 6300-21) On page of

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