<table>
<thead>
<tr>
<th>Item No.</th>
<th>Schedule of Supplies/Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Right of Entry/Use Agreement for Fire Training, Mendocino National Forest</td>
<td>Period of Performance: 03/18/2020 to 03/19/2020</td>
</tr>
<tr>
<td>-------------</td>
<td>----------------------------------</td>
</tr>
</tbody>
</table>

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER  34. VOUCHER NUMBER  35. AMOUNT VERIFIED CORRECT FOR

☐ COMPLETE  ☐ PARTIAL  ☐ FINAL

36. PAYMENT

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  41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER  41c. DATE

42a. RECEIVED BY (Print)  42b. RECEIVED AT (Location)

42c. DATE RECD (YY/MM/DD)  42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK
BASIC AGREEMENT FOR RIGHT OF ENTRY

In accordance with FAR 16.7 – Agreements, this agreement is hereby made between Orland-Haigh Air Field and USDA Forest Service, Mendocino National Forest, hereinafter called “The Government.”

The purpose of this Agreement is to allow The Government use of the old runway area of Orland-Haigh Air Field, at 4115 County Road P Orland, CA 95963, hereinafter called “Property,” shown on Attachment A.

The Government proposes the following action(s):

To utilize the old runway area of the Orland Airport for a driving course.

Orland-Haigh Air Field and The Government agree as follows:

GRANT OF TEMPORARY RIGHT OF ENTRY
Orland-Haigh grants to The Government, its agents and employees the right to enter upon the Property to conduct the above referenced activity. This permission allows The Government to create and use the old runway as a driving course.

TERM
This agreement shall commence at 8 am, March 18, 2020 and terminate on March 19, 2020 at 5pm. Either party may terminate this agreement at any time by giving written notice by email or in person specifying the date of termination.

RESTRICTIONS
Orland-Haigh Air Field shall be notified by calling Cole Grube, Public Works Director/Airport Manager at (530) 934-6530, cgrube@countyofglenn.net, in advance of any property access.

The Government will limit the use of the airport area to the specific locations approved by Orland-Haigh Air Field.

The Government use of airport shall not conflict with other Orland-Haigh Air Field use or access to or from the airport.

The Government shall at the end of the event, provide for restoration of damage in the areas where The Government activities have taken place.

The Government shall ensure that the entry gate to the facility is locked at the end of the event if requested.

SAFETY
The Government shall take all safety precautions necessary to protect its employees, invitees, agents, contractors, the employees or agents thereof, from risk of harm arising from use/access to the property.

RESPONSIBILITY FOR DAMAGES
The Government shall be responsible for any damage that may be caused to Orland-Haigh Air Field’s property or employees, incident to The Government, its agent’s, and employee’s use and/or access to the Property.
**INSURANCE**
The Government is self-insured.

**CLauses**
52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-
Commercial Items. (see page 3)

**Entire Agreement**
This written agreement contains the sole and entire agreement between the parties. It supersedes any
and all related agreements between the parties. The parties acknowledge and agree that neither of
them has made any representation with respect to the subject matter of this Agreement or any
representations inducing the execution and delivery hereof, except such representations as are
specifically set forth herein. Each party acknowledges that it has relied on its own judgement in entering
into this Agreement. The parties further acknowledge that any statements or representations that may
have heretofore been made by either of them to the other only with respect to the subject of this
Agreement are void and of no effect and that neither of them has relied thereon in connection with its
dealings with the other.

**Agreement Fee**
$0.00

**Signatures**
See SF-1449

**Clauses:**
52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-
Commercial Items. (Jan 2020)

(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 items:

(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 (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).


(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 items:


(2) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(3) 52.222-26, Equal Opportunity (Sept 2016) (E.O.11246).
(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 items:


(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 items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-


(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 (Jul 2018) (Section 1634 of Pub. L. 115-91).


(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 $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(vi) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
(vii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
(viii) 52.222-26, Equal Opportunity (Sept 2015) (E.O. 11246).
(xi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
(xii) 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.
(B) Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O 13627).
(xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
(B) Alternate I (Jan 2017) of 52.224-3.
(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) 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 items a minimal number of additional clauses necessary to satisfy its contractual obligations.
(End of clause)