Amendment 001

BH Fuels Reduction Stewardship IRSC
Solicitation 12363N26R4012

Statement of Requirement

The Forest Service is executing this procurement under the stewardship contracting authority provided under Section 8205 of Public Law 113-79, the Agricultural Act of 2014 as amended under Section 204 & 207 of the Consolidated Appropriations Act (Omnibus Bill 2018). Stewardship authority grants the Forest Service Chief or designee the authority to aggregate contractual requirements into stewardship projects.

The objectives of this project are to reduce hazardous fuels in post-Hurricane Helene National Forests in Western North Carolina on steep and rugged terrain in the Wildland Urban Interface. This work includes the development of logging plans, construction and closure of landing areas, preparation and removal of damaged timber and small roundwood material via helicopter, road maintenance and hauling of forest products. Upon completion, landing restoration will be needed. See Appendix A for Performance Work Statements, Appendix B for timber removal specifications and Appendix C for Road Maintenance specifications.

SCHEDULE OF ITEMS:

MANDATORY WORK ACTIVITIES:

ITEM NO.	DESCRIPTION OF MANDATORY WORK ACTIVITIES	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	**Logging Plan, Landing Development & Restoration for Helicopter Yarding (Helene)**				
	a. Logging Plans	**Each**	**13**	**$**	**$**
	b. Landing Development	**Each**	**30**	**$**	**$**
	c. Landing Closure	**Each**	**30**	**$**	**$**
2	**Fall and Buck Trees in Preparation for Helicopter Yarding (Helene)**	**Acre**	**3,098**	**$**	**$**
3	**a. Helicopter Mobilization 1st Operating Season**	**Lump Sum**		**N/A**	**$**
	b. Helicopter Mobilization 2nd Operating Season	**Lump Sum**		**N/A**	**$**
4	**Helicopter Yarding-All Products (Helene)**	**Ton**	**260,232**	**$**	**$**
5	**Landing Operations (Helene)**	**Ton**	**260,232**	**$**	**$**
6	**Hauling of Timber Products**	**Ton**	**260,232**	**$**	**$**
7	**Road Maintenance**				
	a. Buck T-811 Blading- During Haul	**Mile**	**2.5**	**$**	**$**
	b. Helene T-111 Blading- During Haul	**Mile**	**29.64**	**$**	**$**
8	**a. Buck T-813 Surfacing- During Haul**	**Ton**	**1,133**	**$**	**$**
	b. Helene T-813 Surfacing- During Haul	**Ton**	**5,000**	**$**	**$**
9	**Cut and Remove Timber-Vineyard Tractor Ground**	**Ton**	**144**	**$**	**$**
				Total All Mandatory Service Items	**$**

OPTIONAL WORK ACTIVITIES:

ITEM NO.	DESCRIPTION OF OPTIONAL WORK ACTIVITIES	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
10	Landing Development & Restorations for Helicopter Yarding (Helene)				
	b.Landing Development	Each	10	$	$
	c. Landing Closure	Each	10	$	$
11	Felling & Bucking wood products Helene	Acres	762	$	$
12	Helicopter Yarding (Helene)	Ton	64,008	$	$
13	Landing Operations	Ton	64,008	$	$
14	Hauling of Timber Products	Ton	64,008	$	$
15	Cut and Haul Small Roundwood (Buck)	Ton	5,400	$	$
				Total All Optional Service Items	$

MANDATORY TIMBER/PRODUCT REMOVAL PRICE SCHEDULE:

SPECIES	PRODUCT	ESTIMATED QUANTITY	UNIT OF MEASURE	MINIMUM ACCEPTABLE OFFER	OFFER (FLAT)	TOTAL OFFER
ALL (Helene)	Sawtimber	182,782	Tons	$0.25	$	$
ALL (Vineyard)	Sawtimber	144	Tons	$0.25	$	$
ALL	Small Roundwood	77,450	Tons	$0.01	$	$
	Total	260,376	Tons			
					Total – All Products	$

OPTIONAL TIMBER/PRODUCT REMOVAL PRICE SCHEDULE:

SPECIES	PRODUCT	ESTIMATED QUANTITY	UNIT OF MEASURE	MINIMUM ACCEPTABLE OFFER	OFFER (FLAT)
All (Helene)	Small Roundwood	16,750	Tons	$0.01	$
All (Chunky Gal, Davenport)	Small Roundwood	5,400	Tons	$0.01	$
	Total	22,150	Tons	Total – All Products	$

TIMBER SUBJECT TO AGREEMENT PRICE SCHEDULE:

SPECIES	PRODUCT	ESTIMATED QUANTITY	UNIT OF MEASURE	MINIMUM ACCEPTABLE OFFER	OFFER (FLAT)
ALL (Helene)	Sawtimber	44,958	Tons	**$0.25**	**$**

SCHEDULE NOTES:

These schedules are for pricing/payment purposes. Refer to 52.212-1, Instructions to Offerors for business proposal requirements. Evaluation criteria used by the Forest Service for proposals is located in 52.212-2 of this solicitation.

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

Price Proposals MUST be provided on ALL Items in Schedules: Mandatory Work and Optional Work Activities and Timber or other products Removal Price Schedule. Unit prices prevail.

No site visit is scheduled for this project. Interested vendors are encouraged to visit the project area to familiarize themselves with the requirements.

PERIOD OF PERFORMANCE IS FROM DATE OF AWARD THROUGH 09/13/2028

Technical Data

SCOPE OF CONTRACT

(a) Description of Work- The objectives of this project are to reduce hazardous fuels in post-Hurricane Helene National Forests in Western North Carolina on steep and rugged terrain in the Wildland Urban Interface. This work includes the development of logging plans, construction and closure of landing areas, preparation and removal of damaged timber and small roundwood material via helicopter, road maintenance and hauling of forest products. Upon completion, landing restoration will be needed.

(b) Resulting Contract – Any resultant contract will be a firm fixed price commercial services contract with requirements for timber removal.

(c) Project Location- Cheoah/Tusquitee Ranger District in Clay and Cherokee Counties
https://www.google.com/maps/dir/35.0280434,-83.6838621/US+Forest+Service,+123+Woodland+Dr,+Murphy,+NC+28906/@35.028125,-83.6890722,17z/am=t/data=!4m8!4m7!1m0!1m5!1m1!1s0x885ee20fcc0fa817:0xe051fe1ecdf2781d!2m2!1d-84.0300203!2d35.0794639!5m1!1e4?entry=ttu&g_ep=EgoyMDI2MDMwOS4wIKXMDSoASAFQAw%3D%3D

The Appalachian Ranger District in Buncombe, Yancey and Mitchell Counties, North Carolina. Tusquitee Ranger District 123 Woodland Drive, Murphy, NC. Appalachian Ranger District 623 Manor Road, Mars Hill, NC.

https://www.google.com/maps/dir/36.1006055,-82.3246373/Appalachian+Ranger+District,+632+Manor+Dr,+Mars+Hill,+NC+28754/@36.0412983,-

82.5590773,11z/data=!4m8!4m7!1m0!1m5!1m1!1s0x885a1837e9acc227:0x2f44c492cd11037f!2m2!1d-82.5265022!2d35.8395374!5m1!1e4?entry=ttu&g_ep=EgoyMDI2MDMwOS4wIKXMDSoASAFQAw%3D%3D

(d) Under this contract, "Contractor's Operations" will 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).

(e) Contractor's Operations will 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 will not be such as to cause unnecessary delay to Contractor.

Specifications

General specifications for all Contract Activities listed by item number in the Schedule of Items are provided in Appendix A. Specifications governing timber removal are contained in Appendix B, and the related road maintenance requirements for haul of products are detailed in Appendix C.

Title	Pages
1b. IRSC Addenda- Supplemental Stewardship Requirements	22
2. Appendix A – Technical Specifications for Service Work Items	13
3. Appendix B – Timber Removal (Scaled) Specifications	20
4. Appendix C – Road Maintenance T-Specs	13
5a. Maps- Contract Area Maps 5b. Road Mtce Overview	10 1
6a. Forestry- SCA Wage Determination #2001-0233, Revision #59 dated 5.13.2026	3
6b. Aircraft Mechanics and Support- SCA Wage Determination #2015-4417, Revision #31 dated 5.13.2026 (Cherokee, Clay, Mitchell, Yancey Counties)	7
6c. Aircraft Mechanics and Support- SCA Wage Determination #2015-4369, Revision #30 dated 5.13.2026 (Buncombe County)	7
6d. Pilot- SCA Wage Determination #1996-0233, Revision #69 dated 5.13.2026	12

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.

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

52.212-4 Terms and Conditions-Commercial Products and Commercial Services (Nov 2025)
☐ Alternate I (Nov 2025) of 52.212-4
52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)
52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.222-50 Combating Trafficking in Persons (Nov 2025)
☐ Alternate I (Nov 2025) of 52.222-50
52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
52.233-3 Protest After Award (Sep 2025)
52.233-4 Applicable Law for Breach of Contract Claim (Sep 2025)
52.240-91 Security Prohibitions and Exclusions (Nov 2025)
☐ Alternate I (Nov 2025) of 52.240-91
52.244-6 Subcontracts for Commercial Products and Commercial Services (Nov 2025)

<u>The following clauses are applicable if checked:</u>

☐ 52.203-6 Restrictions on Subcontractor Sales to the Government (Jun 2020) with Alternate I (Nov 2021) of 52.203-6
☒ 52.203-13 Contractor Code of Business Ethics and Conduct (Nov 2021)
☐ 52.204-9 Personal Identity Verification of Contractor Personnel Jan 2011
☒ 52.204-13 System for Award Management—Maintenance (Nov 2025)
☐ 52.204-91 Contractor identification (Nov 2025)
☒ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2025)
☒ 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Sep 2025)
☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Sep 2025)
☐ 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Nov 2025)
☒ 52.219-6 Notice of Total Small Business Set-Aside (Nov 2025)
☐ Alternate I (Mar 2020).
☒ 52.219-8 Utilization of Small Business Concerns (Nov 2025)
☐ 52.219-9 Small Business Subcontracting Plan (Nov 2025)

☐ Alternate III (Nov 2025) of 52.219-9.
☐ Alternate IV (Nov 2025) of 52.219-9

☒ 52.219-14 Limitations on Subcontracting (Nov 2025)
☐ 52.219-16 Liquidated Damages—Subcontracting Plan (Nov 2025)
☐ 52.219-33 Nonmanufacturer Rule (Nov 2025)
☒ 52.222-3 Convict Labor (June 2003)
☒ 52.222-19 Child Labor—Cooperation with Authorities and Remedies (Nov 2025)
☒ 52.222-35 Equal Opportunity for Veterans (Nov 2025)
☐ Alternate I (Jul 2014) of 52.222-35
☒ 52.222-36 Equal Opportunity for Workers with Disabilities (Nov 2025)
☐ Alternate I (Jul 2014) of 52.222-36
☒ 52.222-37 Employment Reports on Veterans (Nov 2025)
☒ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010
☒ 52.222-41 Service Contract Labor Standards (Aug 2018)
☒ 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

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

Employee Class	Monetary Wage -- Fringe Benefits
Heavy Equipment Operator WG-8	$32.33/hr.
Crew Leader GS-5	$18.96/hr.
Forestry Tech GS-5	$18.96/hr.
Laborer GS-3 or GS-4	$15.10 or $16.95/hr.

☒ 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018)
☒ 52.222-44 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014)
☐ 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)
☐ 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (Nov 2025)
☒ 52.222-54 Employment Eligibility Verification (Nov 2025)
☒ 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)
☒ 52.222-90 Addressing DEI Discrimination by Federal Contractors (Apr 2026)
☐ 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)
☐ Alternate I (May 2008) of 52.223-9
☐ 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Nov 2025)

☐ 52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Nov 2025)
☒ 52.223-23 Sustainable Products and Services
☐ 52.224-3 Privacy Training (Jan 2017)
☐ Alternate I (Jan 2017) of 52.224-3
☐ 52.225-1 Buy American-Supplies (Nov 2025)
☐ Alternate I (Oct 2022) of 52.225-1
☐ 52.225-3 Buy American--Free Trade Agreements--Israeli Trade Act (Nov 2025)
☐ Alternate II (Nov 2025) of 52.225-3.
☐ Alternate III (Nov 2025) of 52.225-3.
☐ Alternate IV (Oct 2022) of 52.225-3
☐ 52.225-5 Trade Agreements (Nov 2023)
☐ 52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission outside the United States (May 2020)
☐ 52.225-26 Contractors Performing Private Security Functions Outside the United States (Oct 2016)
☐ 52.226-4 Notice of Disaster or Emergency Area Set-Aside (Nov 2007)
☐ 52.226-5 Restrictions on Subcontracting Outside Disaster or Emergency Area (Aug 2025)
☒ 52.229-12 Tax on Certain Foreign Procurements
☐ 52.232-29 Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021)
☐ 52.232-30 Installment Payments for Commercial Products and Commercial Services (Nov 2021)
☒ 52.232-33 Payment by Electronic Funds Transfer— System for Award Management (Oct 2018)
☐ 52.232-34 Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013)
☐ 52.232-36 Payment by Third Party (Nov 2025)
☐ 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
☐ 52.237-3 Continuity of Services (Jan 1991)
☐ 52.240-92 Security Requirements (Nov 2025)
☐ 52.240-93 Basic Safeguarding of Covered Contractor Information Systems (No 2025)
☐ 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2025)
☐ Alternate I (Apr 2023) of 52.247-64.
☐ Alternate II (Nov 2021) of 52.247-64

Other Applicable Clauses

52.242-14 Suspension of Work (Apr 1984)

Proportional Economic Fuel Price Adjustment of Contract Price(s) Based on a Price Index (MAY 2026)

(a) To the extent that contract cost increases are provided for by this economic fuel price adjustment clause, the Contractor warrants that the prices in this contract for any option periods do not include any amount to protect against such contingent cost increases.

(b) Definitions.

(1) The *cost index,* for the purpose of fuel price adjustment under this clause, shall be:

i. *Highway Diesel*
EIA On-Highway Diesel Fuel Price – PADD 1C (Lower Atlantic)
https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r1z_w.htm
Published weekly by the U.S. Energy Information Administration (EIA), dollars per gallon.

ii. *Jet-A*
U.S. Gulf Coast (USGC) Kerosene-Type Jet Fuel Spot Price
https://www.eia.gov/dnav/pet/hist/eer_epjk_pf4_rgc_dpgD.htm
Published daily by EIA, in dollars per gallon as published.

(2) The *Base Index,* for the purposes of price adjustment under this clause, shall be the most recent Index published prior to the closing date for receipt of offers, or the due date for receipt of best and final offers if negotiations are held. This Base Index shall remain constant throughout the life of the contract, including all options.

(3) The *Adjusting Index* shall be the most recent Index published prior to the date of contract adjustment, as specified in paragraph (f).

(c) For purposes of this clause, it will be conclusively presumed that *15* percent (%) of the price of *each ton* represents the Base Cost of *Highway Diesel* and *20* percent (%) of the price of *each ton* represents the Base Cost of *Kerosene-Type Jet Fuel* and the resulting Base Cost will be the basis upon which adjustment will be made under this clause. This Base Cost will be used in calculating all adjustments to the following line items: *4, 5, 6, 9, 12, 13, 14 and 15*. A new Base Cost will be calculated annually based on the newly adjusted year prices. Price adjustments under this clause may result in either an increase or a decrease to the contract or unit price(s), depending on whether the Adjusting Index is higher or lower than the Base Index.

(d) The percentage of the price of the indexed commodity (see paragraph (c)) remains fixed throughout the life of the contract and is not subject to modification under this clause. Any pricing actions pursuant to the "Changes" clause or other clause or provision of the contract, except for this clause, will be priced as though there were no provisions for economic price adjustment.

(e) All price adjustments, whether increases or decreases, shall be applicable only to the specific contract adjustment period to which the calculations are made. For every contract adjustment period, new calculations shall be made and new prices determined, in accordance with the

Adjusting Index. Every adjustment during the Base Year shall be based on the original contract prices for that contract year and every adjustment during an option year shall be based on the original contract prices for that option year. The Contracting Officer must make new calculations for each and every contract adjustment period specified in paragraph (f) and at the beginning of each new option year, if different.

(f) The dates of contract adjustment shall be *annually 30 days prior to the start of the declared operating season.* The Contracting Officer shall retain a copy of the Base Index in the contract file and, on each date of adjustment specified herein, obtain a copy of the Adjusting Index. The Contracting Officer shall calculate the adjustment due and shall, within 5 business days, issue a unilateral modification to the contract adjusting the contract or unit price(s), in accordance with the Adjusting Index. All adjusted prices shall be rounded to the nearest $0.01. The adjusted contract or unit price(s) shall be effective for all orders placed or services provided after the date of contract adjustment, as specified in this paragraph (f), until the date of the next contract adjustment. If the Contracting Officer fails to act, the Contractor shall, within 30 days of the start of the declared operating season, request a contract adjustment in writing and any subsequent adjustment shall be retroactive to the applicable date of contract adjustment.

(g) An example of an adjustment calculation is provided herein for informational purposes only.

(1) For purposes of this example, assume that a contract is for timber hauling services, that the contract price is $30.00 per ton, that price adjustments will be made on the basis of the cost of diesel, that the cost of diesel represents 15% of the total cost per ton (the Base Cost is 15% of $30 (the per ton price in Line Item X)), and that contract adjustments will be made annually. If the Base Index (the price of diesel the week prior to receipt of bids) is $4.53 per gallon and the price of diesel at the first date of contract adjustment is $5.80 per gallon, the calculations for contract price adjustment would be as follows:

Adjusting Index (most recent Index cost of gasoline as of the date of the first adjustment period)	$5.80 per gallon.
Minus the Base Index (Index cost of gasoline as of the date of receipt of offers)	−$4.53 per gallon.
Equals increase (or decrease) to the Base Index	$1.27
Divide increase (or decrease) to the Base Index by the Base Index	$1.27/ $4.53 = .28 * (28% increase).

Apply fuel fraction adjustment	0.15 * .28 = .04
New Ton Price	30.00 * 1.04 = 31.20 per ton

(2) For the second contract adjustment period, all calculations would be based on the original contract bid price, $4.53 per gallon in this example. If the price of diesel reduced to $4.25 per gallon, the calculations for the second economic price adjustment period would be as follows:

Adjusting Index (most recent Index cost of gasoline as of the date of the second adjustment period)	$4.25 per gallon.
Minus the Base Index (Index cost of gasoline as of the date of receipt of offers)	−$4.53 per gallon.
Equals increase (or decrease) to Base Index	-$0.28
Divide increase (or decrease) to the Base Index by the Base Index	-$0.28 / -$4.53 = -0.06 (6 % decrease).
Apply fuel fraction adjustment	0.15 *- .06 =- 0.01
New Ton Price	30.00 * -1.01= 29.70 per ton

(h) Price adjustments pursuant to this clause, which shall be made by contract modification issued by the Contracting Officer, shall show the Base Index (see paragraph (b)(1)), the Adjusting Index, the Base Cost (see paragraph (c)), the mathematical calculations used to arrive at the adjusted contract unit price, and the effective date of the adjustment.

(i) In the event that *U.S. Energy Information Administration* discontinues, or alters substantially, its method of calculating the Index cited herein, the parties shall mutually agree upon an appropriate substitute for determining the price adjustment described herein. If the Index is temporarily unavailable on the date of adjustment, the most recently published value shall be used until the Index resumes. If the Contracting Officer determines that the Index consistently and substantially fails to reflect market conditions, the Contracting Officer may modify the contract to specify use of an appropriate substitute index, effective on the date the Index specified herein begins to consistently and substantially fail to reflect market conditions.

(j) Any dispute arising under this clause shall subject to the "Disputes" clause of the contract.

(End of clause)

AGAR Clauses

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)

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)

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) shall issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but will not be required to provide a signature. The Contracting Officer shall 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)

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 CHANGES clause, FAR 52.243–4.

(b) Contractor's Responsibility for Fire Fighting. The contractor, under the provisions of FAR 52.236–9, Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements, 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:

1. Operations Fire. An ''operations fire'' is a fire caused by the Contractor's operations other than a negligent fire. The Contractor agrees to reimburse the Forest Service for such cost for each operations fire, subject to a maximum dollar amount of **$1,000.00** 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.
2. Negligent Fire. A ''negligent fire'' is a fire caused by the negligence or fault of the Contractor's operations including, but not limited to, one caused by smoking by persons engaged in the Contractor's operations during the course of their employment, or during rest or lunch periods; or if the Contractor's failure to comply with requirements under this contract results in a fire starting or permits a fire to spread. Damages and the cost of suppressing negligent fires must be borne by the Contractor.
3. 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.

(g) FIRE PRECAUTIONS AND CONTROL

1. Fire Period and Closed Season

Specific fire prevention measures are listed below and will be effective for the periods of **2/15 - 5/15 and 10/1-12/15 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 will 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," will prepare a fire plan in cooperation with the Contracting Officer providing for the prevention and control of fires in the project area. The Contractor will certify compliance with fire protection and suppression requirements before beginning operations during the fire period and closed season, and will 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 will, independently and in cooperation with the Forest Service, take all reasonable action to prevent and suppress fires in the project area. Independent initial action will be prompt and will 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 will place employees and equipment temporarily at the disposal of the Forest Service. Any individual hired by the Forest Service will be employed in accordance with the Interagency Pay Plan for Emergency Firefighters. The Forest Service will compensate the Contractor for equipment rented at fire fighting equipment rates common in the area, or at prior agreed to rates.

6. Compliance with State Forest Laws

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

7. Fire Precautions

When the Forest Service advises the Contractor that local fire weather conditions are becoming critical, the Contrator will keep with gasoline chain saws at all times a shovel and take precautinary measures requested by the Forest Service.

(End of Clause)

Solicitation Information

AWARD TYPE

It is anticipated that a Firm-Fixed Price with Economic Price Adjustment will be awarded as a result of this synopsis/solicitation.

The Government intends to make one award from this solicitation. Therefore, to be considered responsive, contractors must submit pricing for all items. However, the Government reserves the right to make more than one award (multiple awards) for different line items. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. 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.

POST AWARD CONFERENCE

A post award conference with the successful offeror is required. It will be scheduled within **10** days after the date of contract award. The conference will be held at **Nantahala Ranger District, 90 Sloan Road, Franklin, NC.**

COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

The Contractor will be required to (a) commence work under this contract within **10 calendar days** after receipt of Notice to Proceed for specified work items, (b) prosecute the work diligently, and (c) complete all work no later than **9/13/2028**. The time stated for completion will include final cleanup of the premises.

PERIOD OF PERFORMANCE

The period of performance of this contract is from **date of award** through **9/13/2028.**

SITE VISIT

Offerors/quoters are urged and expected to inspect sites 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 will failure to inspect the site constitute grounds for a claim after contract award.

Evaluation and Basis for Award

FAR 52.212-2 Evaluation - Commercial Products and Commercial Services (Nov 2025)

(a) Evaluation Factors. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

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

GENERAL: The Government will use an on-the-spot consensus method to determine the best value, consistent with the stated factor order of importance and rating definitions. Evaluators will:

1. Evaluators will independently review proposals, identify and document any strengths, weaknesses, significant benefits, and risks for each factor and subfactor.
2. Convene a facilitated consensus session to determine final ratings per factor; discuss the documented strengths, weaknesses, significant benefits, and risks; and document a trade-off rationale where applicable.
3. Document the consensus with a concise narrative that links the final ratings to evidence in the proposal and explains any tradeoffs between technical merit and price.

Proposals will be evaluated on the basis that the following technical factors are in descending order of importance whereby each factor is more important than the next:

- Technical Approach
- Benefit to the Local Community
- Relevant Past Performance

Evaluation factors other than price when combined, are approximately equal to cost or price.

Final ratings are determined by group consensus, not by averaging individual scores. The consensus record will include: (a) factor ratings, (b) key strengths/weaknesses, and (c) risks and uncertainties. After consensus on non-price factors has been determined, the price abstract will be introduced by the CO, and a best-value tradeoff decision made.

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

Technical Approach

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

- How well did the proposal demonstrate the ability to provide and maintain an adequate number of fallers to ensure safe and continuous production?
- How well the proposed plan ensures the timely completion of falling operations ahead of yarding operations and proposes to maintain continuous helicopter availability. Are production estimates provided and realistic?
- Availability of equipment to construct, maintain, facilitate loading operations, restore landings and turn back haul roads. Factors that may be considered include preventative maintenance programs, equipment condition, suitability of equipment to tasks, and number of pieces of equipment to be utilized.
- How well the proposed approach ensures adequate landing space and layout to support continuous helicopter operations. Factors considered will include the planned adequacy, design, and feasibility of proposed landing configurations, including capacity, safety clearances, material flow, and coordination with flight operations.
- How the methods used to achieve erosion control, soil stabilization, and site cleanup will be sequenced with ongoing operations to avoid project delays. Is the proposed plan effective, practical, and allow for the integration of the proposed techniques with operational schedules?
- How well the availability of log trucks and drivers support continuous hauling operations, and how trucking is planned to be coordinated to avoid bottlenecks?
- What delivery points are identified and is evidence provided that agreements are in place to receive material from the project? Are contingency plans proposed for alternate disposal of products?
- How is material planned to be allocated among delivery points to maximize utilization and minimize haul distances? Does the proposed plan optimize product utilization while reducing transportation time and cost?
- ~~How aerial seeding will meet end results based on adequacy, effectiveness, and feasibility of the proposed methods to achieve the specific vegetation cover for soil stabilization.~~

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

A. **<u>Outstanding</u>**: Proposal demonstrates a clear and logical plan with no identified risks to achieve the required end results, identifies specific key personnel who will be conducting inspections and the specific procedures they will use while inspecting, disposal sites and delivery points are identified for all included products with contingency plans shared in the event markets cease intake, purchase orders have been shared, little to no scheduled work/contractual conflicts and realistic production rates for work items are provided to

complete all work activities in the stated operating seasons, plan is presented in a very logical manner and size of work force reflects the production rates proposed.

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

C. **Marginal**: Proposal demonstrates a plan with increased risks to achieve the required end results, identification of key personnel or positions who will be conducting inspections and the procedures they will use while inspecting are unclear, some disposal sites and delivery points are identified for included products and agreements to receive material are mentioned, existing work/contractual obligations are determined an increased risk and no plan is provided to complete work activities within the stated period of performance for each project area.

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

Benefit to the Local Community

The Government will evaluate the methods proposed by each contractor for benefiting the local community. The evaluation will include a determination as to how realistic and achievable the proposed methods are with added consideration for the impact and magnitude to which the local community will benefit from their operations including:

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

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

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

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

A. **Outstanding**: The proposal demonstrates an exceptional approach with a clear, credible plan to utilize local labor, subcontractors, and local businesses. Strong, detailed commitments to hire, train, and retain local residents. Extensive use of local subcontractors and vendors across labor, materials, lodging, meals, and supplies. Clear, feasible plans to process, market, or otherwise utilize materials within the project area, contributing to local

businesses and emerging/local markets.

B. **Satisfactory**: The proposal meets requirements and demonstrates a reasonable and achievable plan to utilize local labor, subcontractors, and local businesses. Adequate commitments to local hiring or training. Demonstrated use of some local subcontractors and vendors. A viable plan to utilize or market removed materials within the project area, though scope or depth may be moderate.

C. **Marginal**: The proposal partially meets requirements with limited use of local resources. Minimal or vague commitments to local hiring or training. Limited or poorly defined use of local subcontractors or vendors. Insufficient detail on local utilization of removed materials or support to local markets. Proposal raises concerns about the Offeror's ability or willingness to meet local-benefit objectives; moderate-to-high performance risk.

D. **Unacceptable:** The proposal fails to meet requirements with no demonstrated utilization of local labor, subcontractors, businesses, or local procurement. No meaningful commitments to hire or train local residents. No plans to subcontract with or purchase from local vendors. No plans to process or market removed materials within the project area. Proposal does not meet minimum requirements and is ineligible for award.

Relevant Past Performance

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

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

a. Quality of services – Demonstrated ability to perform services in accordance with contract requirements.

b. Customer satisfaction – Satisfaction of end users with the contractor's completed products and services.

c. Timeliness of performance – Compliance with schedules; reliability; responsiveness to technical direction; responsiveness to exchange of documents; and no assessment of damages.

d. Business management – Demonstrated ability to manage projects of this nature and involving subcontracts; working relationships with the Contracting Officer and technical representatives; flexibility; effective contractor recommended solutions; and businesslike concern for Government's interests.

e. Financial Responsibility – Demonstrated ability in providing current, accurate, and complete billings.

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

subcontractors, or individual employees.

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

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

Ratings for Relevant Past Performance will be evaluated as follows:

A. Outstanding: Offeror has a history of delivering services of high quality. High quality is considered in terms of great customer satisfaction, no instances of rework and/or deficiency reports, and no late deliveries. There is no risk anticipated with timely delivery of a quality product, or of any degradation of performance based upon offeror's past performance. Past success in meeting small business utilization goals indicates a strong possibility that the contractor will commit to small business performance under the contract.

B. Satisfactory: Offeror has a history of delivering services of satisfactory quality. Satisfactory quality is considered in terms of moderate customer satisfaction, no to few instances of rework and/or deficiency reports, and no to few late deliveries. In those cases where there was rework, a deficiency report, and/or late delivery, mitigating circumstances such as rapid corrective response would allow for a satisfactory rating. There is very little risk anticipated with timely delivery of a quality product, or of any degradation of performance based upon offeror's past performance. Past success in meeting small business utilization goals may be inconsistent, but overall indications are that the company has a commitment to identifying and using small businesses in contract performance.

C. Marginal: The offeror's past performance history demonstrates for the most part the company's ability to satisfy customer needs and contract requirements. There may be some minor instances of customer complaint, but no indication that corporate practices and/or processes have been detrimental to the customer in the past. There may be some element of performance risk associated with inconsistent past performance ratings information.

D. Unacceptable: The offeror's past performance information clearly demonstrates a failure to meet past contract requirements and/or understand customer needs. Past contract performance has been deficient. It is a reasonable conclusion that the offeror's performance under this contract would be detrimental to the Government. No reasonable chance of being selected for award.

E. Neutral: There is no relevant past performance available for evaluation. The offeror will neither be evaluated favorably nor unfavorably. Therefore, offerors will neither receive nor lose credit for no relevant past performance.

Cost/Price Evaluation Criterion

A. The importance of price will increase as the differences between technical proposals decrease. Where technical proposals are determined substantially equal, any price advantage to the Government may control award. The importance of price will also increase when the price is so significantly high as to diminish the value of the technical superiority to the Government.

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

C. The Government will evaluate whether proposed prices are fair and reasonable using one or more of the following: comparison to the Independent Government Estimate (IGE); comparison among competing proposals; comparison to historical prices for similar work; and consideration of current market conditions.

D. The Government may evaluate proposals for unbalanced pricing. Offers with materially unbalanced pricing may pose performance risk and may be rejected if the Government determines that award may result in paying unreasonably high prices or may present unacceptable risk.

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

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

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

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

The award will incorporate responses to all Evaluation Factors excepting Relevant Past Performance and be incorporated into the resulting contract by reference at time of award and retain the full force and effect as all other contractual terms and conditions held therein.

(End of provision)

Qualification Requirements

Offerors, or the product or service, are not required to meet a qualification requirement to be eligible for award.

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 will include—

(1) The solicitation number;
(2) The name, address, telephone number of the Offeror;
(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;
(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the 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 **90 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.

FAR 52.212-1 is amended as follows:

INSTRUCTIONS FOR SUBMISSION OF OFFERS AND OTHER INFORMATION

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

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

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

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

(4) The Government will evaluate proposals in accordance with FAR Clause 52.212-2 "Evaluation – Commercial Products and Commercial Services (NOV 2021)" evaluation criteria as set forth herein.

(5) Offerors will submit their proposal(s) in the following format:

(i) Price Proposal/Documentation: Completed: signed offer (The solicitation package, page 1, the Schedule of Items (Inclusive of Timber) and all certifications).

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

(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:

Factor #1: Technical Approach

a) Work Activity Plan. Clearly describe how you and/or your subcontractors will meet both the project objectives and minimize resource damage. Include an explanation about how you have determined this approach, and what coordination will occur between the various operations. Please limit your description to 2 pages.

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

1. How will the contractor ensure sufficient qualified sawyers are available to meet production in steep, rough terrain?
2. How will the contractor ensure timely completion of felling ahead of helicopter yarding operations and ensure continuous helicopter availability?
3. What equipment fleet (skidders, loaders, dozers, etc.) is available to construct, restore log landings and maintain haul roads?
4. How will the contractor ensure adequate landing space and layout to support continuous helicopter operations?
5. What methods will be used to achieve erosion control, soil stabilization, and site cleanup on the landings sequenced with ongoing operations to avoid project delays?
6. How many log trucks and drivers are available to support continuous hauling operations and how will trucking be coordinated to match helicopter production to prevent bottlenecks?

7. What mills are secured to receive material from the project with daily/weekly mill capacity and what contingencies are in place if a mill reduces intake?
8. How will material from tractor ground and helicopter yarding operations will be allocated among mills to maximize utilization and minimize haul distances?

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

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

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

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

Factor #2: Benefit to Local Community

Explain how your organization will prioritize and maximize the use of local businesses, contractors, and workforce resources from counties in and adjacent to the Pisgah and Nantahala National Forests. Provide specific strategies and commitments demonstrating how local economic benefit will be integral to project execution.

(a) Local Hiring and Subcontracting Strategy
Describe how your organization will actively recruit, hire, and train local residents for project work, with particular emphasis on partnering with locally owned small businesses, subcontractors, and service providers. Explain:

- To what degree local businesses will be utilized as subcontractors or service partners. Include anticipated number of local labors, subcontractors, and local businesses as a percentage of the overall workforce.
- How training, skill development, and advancement opportunities for local workers will be implemented.
- How this approach will support retention, expand the local contractor base, or create new employment opportunities within the surrounding communities.

(b) Local Procurement of Goods and Services
Describe how your organization will ensure that materials, supplies, lodging, meals, and project-related incidentals are purchased from local vendors and businesses within the project area. Explain:

• The specific types of goods and services that will be sourced locally.
• How local procurement will be prioritized over non-local alternatives whenever feasible.
• Any existing relationships with local suppliers or plans to establish new partnerships with nearby businesses.

(c) Local Utilization and Marketing of Forest Materials
Describe how any materials removed from Forest Service lands will be processed, marketed, or utilized within the local region, including:

• Use of local mills, processors, or value-added product manufacturers.
• Support for local biomass, energy, or integrated utilization facilities.
• Contributions to the development or strengthening of existing or emerging local markets.

Factor #3: Relevant Past Performance

The technical proposal must address past performance for both the Offeror and any proposed major subcontractors. OFFERORS SHOULD PROVIDE ONLY THE INFORMATION LISTED BELOW. Performance information will be requested from references provided and other known clients.

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

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

Factor #4: Cost/Price

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

(End of provision)

Inquiries
Inquiries and all correspondence concerning this solicitation should be submitted in writing to the points of contact listed on the cover sheet and on SAM.gov prior to the posted due date.

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)
52.209-2 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)
52.240-90 Security Prohibitions and Exclusions Representations and Certifications (Nov 2025)

The following provisions are applicable if checked:

☒ 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2024)
☒ 52.204-7 System for Award Management—Registration (Nov 2025)
☐ Alternate I (Nov 2025) to 52.204-7
☐ 52.204-90 Offeror Identification (Nov 2025)
☐ 52.207-6 Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts) (Aug 2024)
☒ 52.209-12 Certification Regarding Tax Matters (Oct 2025)
☐ 52.219-2 Equal Low Bids (Nov 2025)
☐ 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2021)
☐ 52.222-48 Exemption from Application of the Service Contract Labor Standards for Maintenance, Calibration, or Repair of Certain Equipment–Certification (Nov 2025)
☐ 52.222-52 Exemption from Application of the Service Contract Labor Standards for Certain Services-Certification (Nov 2025)
☐ 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (Oct 2020)
☐ 52.223-4 Recovered Material Certification (May 2008)
☐ 52.225-2 Buy American Certificate (Oct 2022)
☐ 52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate (Nov 2025)

☐ 52.225-6 Trade Agreements-Certificate (Feb 2021)
☐ 52.226-3 Disaster or Emergency Area Representation (Nov 2007)
☒ 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (Jul 2025)

Other Applicable FAR Provisions

52.217-5 Evaluation of Options (Nov 2025)
52.233-2 Service of Protest (Sep 2025)
52.237-1 Site Visits (Apr 1984)

AGAR Provisions

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

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

(3) It is compliant with all applicable Federal anti-discrimination laws and the Equal Protection principles of the U.S. Constitution.
(4) 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)

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.

Enclosure 1- Certifications

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 will 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:**

GOVERNMENT EMPLOYEES, FORMER USDA EMPLOYEES, AND USDA RETIREES

The offeror/quoter represents and certifies that—

a) It ☐ is, ☐ is not a current Federal government employee.

b) It ☐ is, ☐ is not a former USDA employee.

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

d) It ☐ is, ☐ is not related by blood or marriage to a current Forest Service employee on the _____ National Forest. If so, list employee's name and location:_____ .

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

TAXPAYER IDENTIFICATION

Quoter will insert their Taxpayer Identification Number: _____

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

Quoter will insert their SAM UEI number: _____