SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER	PAGE 1 OF
0044049837	33

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			140L3726Q0092	06/17/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Daniel Rosales		07/06/2026 0900 MD

9. ISSUED BY CODE LFA

BLM FA-NTL INTRAGCY FIRE CTR(FA250)
3833 S. DEVELOPMENT AVE.
BOISE ID 83705

10. THIS ACQUISITION IS
- ☐ UNRESTRICTED OR
- ☒ SET ASIDE: 100.00 % FOR:
  - ☒ SMALL BUSINESS
  - ☐ HUBZONE SMALL BUSINESS
  - ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
  - ☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
  - ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
  - ☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 115310

SIZE STANDARD: $34

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

12. DISCOUNT TERMS

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

13b. RATING

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

15. DELIVER TO CODE 0011276485
See Schedule

16. ADMINISTERED BY CODE LFA
See Schedule

17a. CONTRACTOR/ OFFEROR CODE ____ FACILITY CODE ____

TELEPHONE NUMBER

18a. PAYMENT WILL BE MADE BY CODE ____

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

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	ADMINISTERED BY: BLM FA NTL INTRAGCY FIRE (FA250) 3833 S. DEVELOPMENT AVE. BOISE ID 83705 US DELIVER TO: BLM-NV CARSON CITY FIELD OFFICE* Continued... *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

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

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	5665 MORGAN MILL RD CARSON CITY NV 89701 US Included in this solicitation are the following attachments: Attachments: 1. SOW, 06/17/2026, 5 Pages 2. Wassuk Lop and Scatter Maps (Zip File), 06/17/2026, 1 Page 3. Wassuk Lop and Scatter FY26 (Zip File), 06/17/2026, 1 Page 4. NV State Right of Entry, 03/20/2025, 13 Pages 5. Wage Determination 1969-0113, Rev 81, 05/13/2026, 3 Pages 6. Provisions and Clauses, 06/17/2026, 7 Pages Delivery: 02/28/2027 Period of Performance: 09/15/2026 to 02/28/2027				
00010	Lop and Scatter Treatment on 1026 Acres Product/Service Code: F014 Product/Service Description: NATURAL RESOURCES/CONSERVATION- TREE THINNING				

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. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

STOCK RECORD (S/R)		40. PAID BY
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	

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

WASSUK LOP AND SCATTER, BUREAU OF LAND MANAGEMENT, WASSUK MOUNTAINS, NEVADA

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6, as supplemented with additional information included in this notice. This announcement and attachments constitute the only solicitation; quotes are being requested, and a written solicitation will not be issued. Consider this solicitation (140L3726Q0092) as a Request for Quotes (RFQ). This solicitation documents incorporate provisions and clauses in effect through Federal acquisition Circular 2026-01. This solicitation is set-aside for small business. NAICS 115310– Forest Fire Suppression. The small business size standard is $34.0 million. Product Service Code F014 – Natural Resoruces/Conservation – Tree Thinning Services. The resulting purchase order will be a firm-fixed price type purchase order. (SEE ATTACHMENT 140L3726Q0092 – RFQ PACKAGE FOR COMPLETE SOW, MAPS, WAGE DETERMINATIONS, AND CLAUSES / PROVISIONS.)

Department of Interior, Bureau of Land Management, NV CARSON CITY FIELD OFFICE has a requirement to perform Lop and Scatter Services.

Description	Quantity/Acre	Unit of Issue	Unit Price	Total
CLIN 0010 Wassuk Lop and Scatter		Acre	$	$

SITE VISIT: No scheduled site visit. However, Contact COR Donald Shannon @, dshannon@blm.gov if you should have questions pertaining to site visit. Vendors may visit the site at their convenience prior to due date submittal of quote (Technical questions solicitation questions, submit through email to the Contracting Officer).

In accordance with the procedures in FAR Part 12, RFQ 140L3726Q0092 is available for viewing through electronic commerce via website at https://sam.gov.

The Government will award a contract and/or purchase order resulting from this solicitation to the responsible vendor whose quote conforms to the solicitation and in accordance with the technical evaluation factors.

Questions are due Monday, June 29, 2026, 9:00 a.m. Mountain Daylight Time. Quotes are due Monday, July 06, 2026, 9:00 a.m. Mountain Daylight Time. Contractors submit quotes by email to daniel_rosales@ios.doi.gov.

Note: Any contractor to submit an acceptable quote or awarded a government contract must be registered and active in the System for Award Management (SAM). Contractors must register at www.sam.gov.

- Contractors must submit their Unique Entity ID (UEI) and CAGE code with their quote.
- Sign SF-1449 and any amendments that may be posted to www.sam.gov.

  UEI _____

  CAGE _____

For further information about this requirement, offerors should contact daniel_rosales@ios.doi.gov.

The provisions and clauses attached apply to this solicitation.

Attachments:

1. SOW, 06/17/2026, 5 Pages
2. Wassuk Lop and Scatter Maps (Zip File), 06/17/2026, 1 Page
3. Wassuk Lop and Scatter FY26 (Zip File), 06/17/2026, 1 Page
4. NV State Right of Entry, 03/20/2025, 13 Pages
5. Wage Determination 1969-0113, Rev 81, 05/13/2026, 3 Pages
6. Provisions and Clauses, 06/17/2026, 7 Pages

WASSUK RANGE LOP AND SCATTER 2025
STATEMENT OF WORK
6/17/2026

PURPOSE

The purpose of this contract is to secure the service for cutting of 1026 acres of pinyon and juniper trees. The objective of this project is to improve and protect sage-grouse habitat while reducing potential wildfire intensity by reducing the extent and density of pinyon and juniper woodland expansion. This project consists of two adjacent treatment units located in the Wassuk Mountains.

DESCRIPTION OF WORK AREA

Work areas are in the Wassuk Mountains in central Nevada, which are located west of Hawthorne Nevada. The work units can be accessed via Highway 359 south of Hawthorne, then west on Lucky Boy Pass Road, then following rougher dirt roads that head into the work units. While the far west (lower) end of the treatment unit should generally be accessible with passenger vans, accessing the middle or upper section of the unit will likely require side-by-side/UTV vehicles. It is highly recommended that the contractor have such vehicles. Vegetation in the project area is typical of the western Great Basin and consists of a diverse mix of grasses and forbs, sagebrush, mountain mahogany, rabbitbrush, Mormon tea, pinyon and juniper trees etc. The project area topography is typical for mountainous areas in the western Great Basin.

Baldwin Canyon Unit (317 acres):

This treatment unit is roughly 4 miles long generally along the bottom of Baldwin Canyon on the west side of the Wassuk Range. Elevation ranges between 7000 and 8400 feet. The unit consists of Phase 1 and Phase 2 Pinyon encroachment, with a moderate number of mature trees per acre.

Baldwin Highlands Unit (709 acres):

The unit is located in the headwaters of upper Baldwin Canyon on the west side of the Wassuk Range. Elevation ranges between 8300 and 9400 feet, on a generally north and west aspects with slopes ranging from 10 to 40 percent. The unit is mostly Phase 1 Pinyon encroachment with smaller trees growing into high elevation sagebrush and low sage ecosystems.

TREATMENT SPECIFICATIONS

Baldwin Highlands Unit: Cut all pinyon and juniper trees smaller than 24” diameter at ground level. Trees meeting the “Do Not Cut” Criteria (see below) will not be cut.

Baldwin Canyon Unit: Cut all pinyon and juniper trees smaller than 24” diameter at ground level, while maintaining a post treatment spacing of approximately 100 feet between live mature

tree canopies. Trees will be selected to remain based on size and vigor. Trees meeting the "Do Not Cut" Criteria (see below) will not be cut.

General Specifications for Both Units:

- Dead snags and young immature pinyon and juniper trees will be cut.
- Trees will be completely severed from their stump; no connecting strap of wood will remain.
- Trees shall be cut as close to the ground as possible with a target stump height of less than 4 inches.
- No living branches will be left attached to stumps. If a tree has very low limbs that cannot safely/effectively be cut with a chainsaw, one or more crewmembers will utilize hand loppers to remove them.
- All cut trees and other residual cut materials shall be treated such that no material protrudes higher than 18 inches above the ground.
- **Do Not Cut Criteria:**
    1. Trees very large for the area (individual stems >24 inches in diameter at ground level).
    2. Trees of any size displaying old-growth characteristics. Old-growth characteristics include flat crowns, plate-like bark, and large gnarled limbs, located on rocky slopes with no understory vegetation.
    3. Trees with obvious signs of wildlife use, such as cavities in the trunks or large stick nests.
    4. Any tree or brush species other than Pinyon Pine or Juniper. All aspen, willow, mountain mahogany, wild rose etc., will not be cut.)

- All dead standing dead trees (snags) will be cut, with the exception of 1 per acre that may be left standing as wildlife trees.
- No tree debris will be left on or within 10 feet of the edge of a roadway.
- Refueling of chainsaws and equipment shall be done at least 50 feet away from water bodies and wet meadows.
- Vehicles shall operate on existing roads only. No cross-country travel is authorized.
- Quality of work will be randomly sampled during inspections by the government representative and communicated to the contractor point of contact. The sampled areas may involve any completed portions of a unit and will be at the discretion of the government representative.

ACCESSIBILITY

The nearest full support community to the project is Hawthorne, NV. Average travel time from Hawthorne to the project site is 1 hour. Access to the project is on dirt roads of varying quality. Access is limited during the winter months due to weather and road conditions, especially to higher elevation units. Although much of the lower project area can be reached by high clearance two-wheel drive vehicles (in dry conditions), four-wheel drive high clearance or UTV vehicles will improve access options. The Government does not assume obligation to plow snow or conduct special maintenance to keep roads open and maintained.

There are no seasonal weather restrictions unless heavy rains occur or during periods of snow melt which may result in an intermittent work schedule due to muddy conditions. Work shall not occur if driving on roads during project implementation is creating excessive rutting. Roads will be considered impassable when saturated and access into the project area may be closed by the government during this time.

WORK LAYOUT

The Government will provide the treatment area boundaries (and any avoidance areas) to the Contractor in various digital formats (Shapefiles, KML, Avenza PDF Maps, etc); boundaries will not be physically laid out or marked on site by flagging or other means. The Contractor will use digital means to find and follow the treatment area boundaries. Range improvements, survey markers or other physical structures damaged or removed during operations shall be repaired or replaced at the Contractor's expense.

SCHEDULE/PROGRESS OF WORK

The project period of performance will begin on September 15, 2026 and ends on February 28, 2027. The project needs to be completed during this period due to seasonal restrictions for sensitive resources.

Pre-Work Conference – Contractor and COR will coordinate a time to meet, review project specifications, and coordinate work start date and schedule. At the pre-work conference, the Contractor will provide a work schedule which must be acceptable to the Government. Prior to the start of and during the period of the contract, the Government may specify priority areas to be treated. The Contractor will maintain progress at a rate that will assure completion within the contract time.

Progress Meetings - Meetings may be called by either the identified Federal Representative (s) or the Contractor. Meetings shall be held at the project site, or as determined by the identified federal or state agency representatives.

Final Inspection - The meeting shall be held at the project site, or as determined by the identified federal or state agency representatives. The Contractor shall notify the identified federal or state agency representative(s) at least two (2) working days before the completion date, so the agency representatives can schedule a final inspection. The Contractor must be present for the final inspection, unless otherwise approved by the government Project Manager

CONTRACTOR FURNISHED ITEMS

The Contractor will provide all tools, materials, equipment and labor necessary to complete the work as specified in the contract.

STANDARD OPERATING PROCEDURES AND ENVIRONMENTAL CONSIDERATIONS

The project site shall be cleaned up, and all refuse removed to an approved landfill at the Contractor's expense. The Contractor shall not disturb lands adjacent to the project site unless permission is granted by the appropriate federal agency. Existing access roads and trails within the project area that are damaged by the Contractor shall be restored at the Contractor's expense to the same condition they were in at the commencement of work. Stream channels, springs and other wet areas shall be avoided by vehicles and heavy equipment. Work shall not occur in either project area if project implementation is creating excessive rutting during or after precipitation events when the ground is saturated. Work may resume only when the area has sufficiently dried out.

Camping - Camping will be allowed during project implementation only at sites approved by the appropriate federal agency and identified federal agency representative. All fire regulations, restrictions, and permits shall be followed. See www.nevadafireinfo.org for current fire restrictions. All garbage and refuse shall be removed from the camp site by the Contractor within seven days of camp abandonment. Final payment will be reserved subject to inspection of these sites by the identified federal agency representative and approval of site cleanup.

Weed Control - Contractor will ensure all equipment moved onto public land is free of soil, seeds, and vegetative matter or other debris that could contain or hold seeds. Contractor will employ whatever cleaning methods are necessary to ensure compliance prior to beginning the work and following completion of the work and will notify the Government prior to moving each piece of equipment onto public land. Notification will include identifying the location of the equipment's most recent operations.

Cultural Resource Protection - Locations of known historic or prehistoric sites, buildings, objects, and properties related to American history, architecture, archaeology, and culture, such as settler or Indian artifacts that need to be avoided by the Contractor will be identified on the ground by the Government. Discovery of such areas by either party during Contractor's operations will be promptly reported to the other party and operations will be suspended at that location until the significance or potential significance of the resource is determined.

Sensitive Plant and Animal Protection - Rare plant and animal surveys may be necessary to be conducted by the Government prior to treatment. Locations of any sensitive resources that need to be avoided by the Contractor will be identified on the ground by the Government by flagging and will not be disturbed.

Fire Prevention/Suppression - Vegetation occurring in the Great Basin can be highly flammable. Under dry and windy weather conditions the potential for a fire start is high. The risk of wildfire is year-round. Be extra careful when working on or around the dry grasses. Check under vehicles when parking off road. See www.nevadafireinfo.org for current fire restrictions. Plan any activity that could cause a spark, in the morning, when the relative humidity is higher and the temperatures are cooler (grinding or welding). The Contractor will, independently and in cooperation with the Government, take all reasonable action to prevent and

suppress fires on the project. Independent initial action will be prompt and will include the use of all personnel and equipment available in the project area.

Emergency Reporting Requirements -
911 (initial call for all emergencies)
Central Nevada Dispatch Center: 775-623-1555 (wildland fire emergency line)
Information needed in reporting a wildland fire would include: Location: Geographical reference and if possible, Latitude/longitude coordinates. Description on what the fire is doing size, spread, color of smoke, etc.

The Government may require emergency measures, including the necessary shutting down of equipment or portions of operations during periods of high fire danger.
Under Title 43 CFR 9212 the holder of this permit may be held liable for any and all costs should a wildland fire occur caused by the activities associated with the construction, maintenance, or operation of this project. Fire trespass action might be initiated, and wildfire suppression costs may be collected from the holder of this permit.

Attachment 2 Wassuk Lop and Scatter Maps Provided in Zip File

Attachment 3 Wassuk Lop and Scatter FY26 Provided in Zip File

PARKS-64, KA
Interest:16826
Project:8139
Contract:5805
Mineral County
APNs: 006-410-01 and 006-410-03

RETURN TO:
DIVISION OF STATE LANDS
901 SOUTH STEWART STREET, SUITE 5003
CARSON CITY, NEVADA 89701-5246

RIGHT-OF-ENTRY AUTHORIZATION
UNITED STATES BUREAU OF LAND MANAGEMENT
FUEL REDUCTION TREATMENT
BALDWIN CANYON, MINERAL COUNTY

This Authorization is issued this 20th day of March 2025 by and between the STATE OF NEVADA, acting through the DIVISION OF STATE LANDS and the STATE LAND REGISTRAR, for and on behalf of the NEVADA DIVISION OF STATE PARKS, hereinafter referred to as GRANTOR, UNITED STATES BUREAU OF LAND MANAGEMENT, hereinafter referred to as GRANTEE:

WHEREAS, GRANTOR owns Mineral County Assessor's parcel 006-410-01 and 006-410-03, as depicted in the Assessor's parcel map included in **EXHIBIT A** (the "Property"); and

WHEREAS, GRANTEE, has made application to and wishes to obtain from GRANTOR an authorization to enter upon the Property to access and use the portion of the Property more particularly described in **EXHIBIT B** ("Premises"); and

WHEREAS, NRS 322.100 gives the Administrator of the Division of State Lands the authority to issue a permit, license, or other authorization over or upon any land owned by the State of Nevada.

WHEREAS, the Administrator of the Division of State Lands has waived the fee for the issuance of this Right of Entry Authorization since the Project solely serves the state.

NOW, THEREFORE, subject to and in consideration of the following grants, agreements, covenants, and restrictions contained herein and for good and valuable consideration:

1. **GRANT OF AUTHORIZATION:** GRANTOR does hereby grant to GRANTEE a Right-of-Entry Authorization ("Authorization") over, under, and across the Premises for the purpose of contracting a fuel reduction treatment involving cutting down, scattering and increasing the spacing of trees to reduce the severity of potential wildfires in the Baldwin Canyon area, including construction, reconstruction, inspection, maintenance, and repair of the lands, as applicable and to remove bushes, undergrowth or other obstructions interfering with the location, construction and maintenance ("Authorized Use"). The Authorized Use on the Premises is hereinafter referred to as "the Project."

2. **PURPOSE:** The Authorization described herein may be used by GRANTEE solely for the Project. The Project shall be executed in accordance with the Project Narrative dated August 1st, 2025, as included in the application retained on file at the Division of State Lands.

3. **JURISDICTION OF STATE:** The Authorization extends only to the area described in **EXHIBIT B** and shall not be construed to authorize access across private lands. If GRANTEE

needs to utilize other portions of the property not granted to it through this Authorization, a permit, license, easement, or other authorization to do so is required.

4. **CONSIDERATION:** The State Land Registrar has waived the fee for the issuance of this Authorization since the Project solely serves the state.

5. **PERMITS:** This Authorization is subject to the acquisition of all local, regional, state and federal permits and approvals as required by law. GRANTEE agrees to obtain and adhere to the conditions of the necessary permits.

6. **INDEMNIFICATION:** GRANTOR/GRANTEE, its successors and assigns, and/or agent(s) or contractor(s), agree to a mutual indemnification, to the extent allowable by law, to defend and hold harmless the other Party and its agents from and against any and all liability for personal injuries, property damage or for loss of life or property resulting from or in any way connected with the conditions or use of the premises covered herein, including hazard, deficiency, effect or other matter known or unknown or connected with the installation and maintenance of the Project. GRANTEE/GRANTOR shall not be liable for any damages to any of the improvements placed upon said parcel by the specific parties due to any necessary operation using reasonable care.

7. **LIMITED LIABILITY:** GRANTOR will not waive and intends to assert all available immunities and statutory limitations in all cases, including, without limitation, the provisions of Nevada Revised Statutes Chapter 41.

8. **INSURANCE; CONTRACTORS AND SUB-CONTRACTORS:** This provision is applicable to all Non-Governmental Entities engaged to work on the premises granted by this Authorization and does not apply to any GRANTEE considered a Public Entity. GRANTEE agrees to carry and to require their contractors and sub-contractors to carry their own General Liability Insurance Policy issued by an insurance company authorized to do business in the State of Nevada and which is currently rated by A. M. Best as A-VII or better. The insurance policy is to be kept in full force and effect during the term of this Authorization. Such insurance policy shall be at the minimum, in the amount of $1,000,000 per occurrence for bodily injury and property damage and shall via an endorsement, name the *State of Nevada, its officers, employees and agents as additional insureds* for all liability arising from the use of state land. Each liability insurance policy shall also provide for a waiver of subrogation as to all additional insureds. GRANTEE agrees to provide and to require their contractors and sub-contractors to provide to the State of Nevada the Accord 25 Certificate of Insurance as proof of the insurance and an Additional Insured Endorsement, signed by an authorized insurance company representative, to evidence the endorsement of the State as additional insured. **The Certificate of Insurance and Additional Insured Endorsement shall be provided by each contractor and subcontractor prior to their entry upon state property and be sent to:**

Katey Aragon, Land Agent
Nevada Division of State Lands
901 South Stewart Street, Suite 5003
Carson City, Nevada 89701

9. **PLANS AND PHOTOGRAPHS**: The project and related activities must be completed in accordance with the submitted application and plans, if any, on file in the office

of the Division of State Lands. The Division of State Lands must be notified if any alterations to the Project which would substantially affect the land are made or proposed prior to commencement of or during any work on the Project and related activities. The Division of State Lands reserves the right to prohibit said alterations. GRANTEE agrees to provide GRANTOR with a set of before and after construction photographs of the Project to be taken from established points agreed to by GRANTOR within THIRTY (30) days of completion of the Project. GRANTEE agrees to provide a set of record drawings which reflect the Project as it was built within SIX (6) months of completion of construction and installation of the Project

10. INSPECTION: GRANTOR retains the right to inspect the Project at any time. GRANTEE agrees to notify GRANTOR at least TWO (2) business days prior to the commencement and termination of any activities on the property to allow interested agencies the opportunity to inspect the Project.

11. EXISTING EASEMENTS: GRANTEE and/or its agent(s) or contractor(s) understands and agrees to require contractors to use caution when implementing the Project and supporting equipment because of the possibility of additional utility laterals not known, and to be responsible for damage caused to any other utilities located upon state land. GRANTEE will, at all times, maintain the legally required offsets from any existing gas, electric, water and/or communication lines.

12. HISTORIC DISCOVERIES: If prehistoric or historic remains or artifacts are discovered during any work performed within the Authorization, work will be temporarily halted, and the GRANTEE must notify the State Historic Preservation Office at (775) 684-3448

as well as the Division of State Lands at (775) 684-2720. Work will remain halted until GRANTEE receives written authorization from GRANTOR to resume.

13. DAMAGE TO STATE LAND: GRANTEE and/or its agent(s) or contractor(s) understands and agrees to pay for and be responsible for all direct or indirect damages to the real property, improvements, and personal property of GRANTOR caused by GRANTEE during the term of the Authorization.

14. MAINTENANCE: GRANTEE shall be responsible for all maintenance of the Project and understands and agrees that the Project must be maintained, and in good repair at all times.

15. ENVIRONMENTAL CONDITIONS: GRANTEE and/or its agent(s) or contractor(s) understands and agrees to construct and maintain the Project within the Nevada Division of Environmental Protection's Best Management Practices guidelines.

16. WARRANTIES: GRANTOR makes no warranty to GRANTEE as to the condition of or the adequacy of the Property for the Project.

17. NOTICES: Any notice under this Authorization must be in writing and delivered (i) personally, (ii) by electronic transmission with documented confirmation, (iii) by certified U.S. mail, return-receipt requested, or (iv) by a nationally recognized overnight courier (e.g., UPS or FedEx) with tracking. Notice is deemed received: upon actual delivery (personal), the next business day after courier deposit, the second business day after certified mailing within the addressee's state (third business day if mailed from another state), or upon confirmed electronic transmission during the recipient's business hours (next business day if sent after hours); any e-mail must be confirmed by another permitted method. Either party may change its notice address

or contact by delivering written notice in accordance with this paragraph; until such notice is received, the last address of record controls.:

GRANTOR'S ADDRESS:	GRANTEE'S ADDRESS:
Division of State Lands 901 South Stewart Street, Suite. 5003 Carson City, Nevada 89701	United States Bureau of Land Management 5665 Morgan Mill Road Carson City, Nevada 89701

18. FURTHER AUTHORIZATIONS: Further authorization from the Division of State Lands is required prior to commencement of any future work or activities at locations other than that described in **EXHIBIT B**.

19. COMPLIANCE TO CONDITIONS: Failure to concur with or comply with any of the conditions contained herein will cause this Authorization to become invalid and shall require the termination and, if applicable, removal of the Project and appurtenances. All right, title and interest in the Authorization shall revert to GRANTOR. GRANTEE agrees to provide a copy of this Authorization to its contractors prior to entering and beginning any work on the property described herein.

20. WAIVER: The failure of GRANTOR to insist upon strict performance of any of the covenants and agreements to this Authorization or to exercise any option herein conferred in anyone or more instance, shall not be construed to be a waiver or relinquishment of any such covenants and agreements.

21. SURVIVAL: This Authorization, and all of the terms hereof, shall inure to the benefit of, and be binding upon, the parties hereto, and the rights and obligations of GRANTEE are, and shall continue to be, joint and several.

22. ENTIRE AGREEMENT: This Authorization and conditions incorporated herein contain all of the agreements between the parties with respect to the matters contained herein. No prior agreement, understanding or verbal statement made by any party is a part hereof. No provisions of the Authorization may be amended or modified in any manner whatsoever unless incorporated in writing and executed by both parties. When executed by GRANTOR and GRANTEE, this Authorization shall be binding upon GRANTOR and GRANTEE.

23. AMENDMENT OR MODIFICATION: This Authorization may be amended or modified at any time with the mutual consent of the parties hereto, which amendment or modifications must be in writing, executed and dated by the parties hereto.

24. SEVERABILITY: If any term or provision of this Authorization, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Authorization or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable shall not be affected thereby, and each term and provision of this Authorization shall be valid and shall be enforced to the fullest extent permitted by law.

25. GOVERNING LAW: This Authorization shall be governed by, construed and enforced in accordance with the laws of the State of Nevada.

26. ATTORNEYS' FEES AND VENUE: Any action arising from or related to this Authorization, the prevailing party is entitled to recover its reasonable costs and attorneys' fees at a rate not to exceed ONE HUNDRED FIFTY AND NO/100 DOLLARS ($150.00) per billable hour. Venue for any such action is limited to (i) the state district court for the county in which the Property is located or (ii) the state district court in Carson City, Nevada.

27. EXHIBITS: All exhibits referenced herein are attached hereto and incorporated by this reference.

28. RESERVATION OF RIGHTS: GRANTOR reserves all rights not expressly granted herein, including but not limited to the right to use the Premises for any purpose not inconsistent with GRANTEE's Authorized Use.

{BALANCE OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, the parties hereto have executed this Authorization as of the day and year first above written.

GRANTOR:
STATE OF NEVADA
DIVISION OF STATE LANDS

By: Charles Donohue Date: 3/20/2026
CHARLES DONOHUE
Administrator and State Land Registrar

APPROVED:
STATE OF NEVADA
DIVISION OF STATE PARKS

By: RC Mergell Date: 12-2-25
ROBERT MERGELL
Administrator

GRANTEE:
UNITED STATES BUREAU OF LAND MANAGEMENT

By: _____
DON SHANNON
Bureau of Land Management Fuel Specialist

STATE OF Nevada
COUNTY OF Washoe

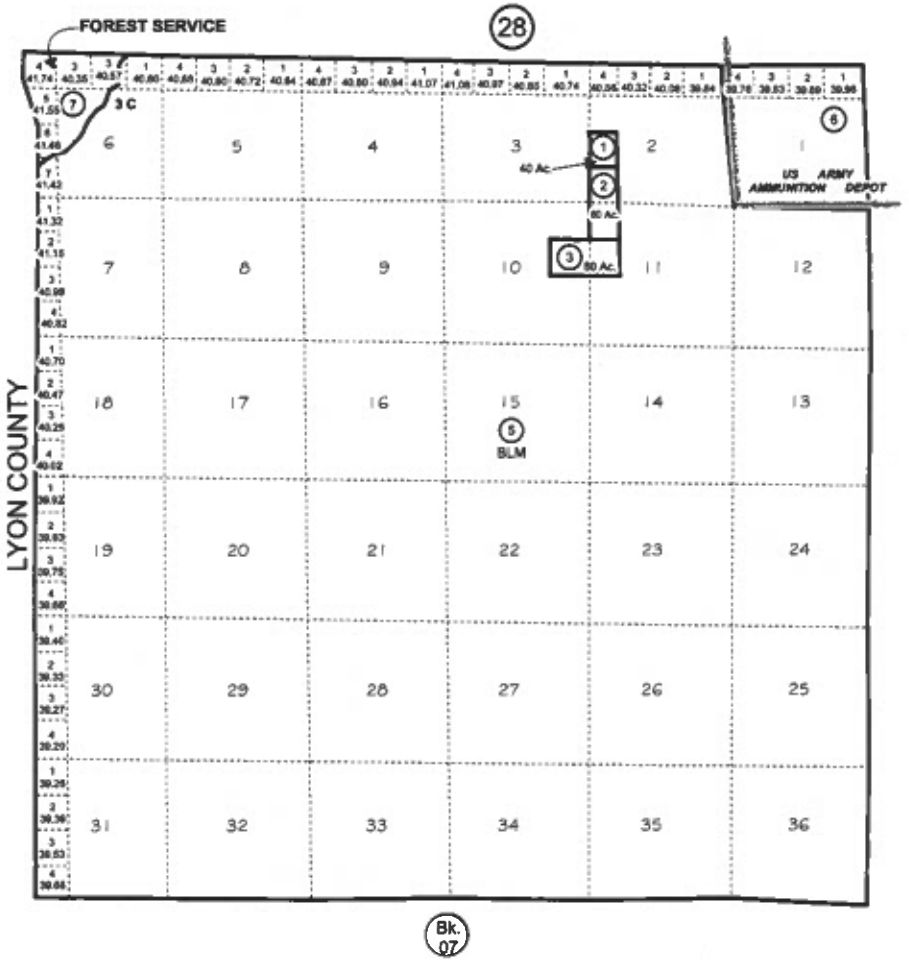
This instrument was acknowledged before me on 11/21, 2025, by Don Shannon, as Bureau of Land Management Fuel Specialist of United States Bureau of Land Management.

_____
NOTARY PUBLIC

SAYRA SANDOVAL
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 24-1177-02 - Expires May 1, 2028

R 28 E

06-41



The scale and configuration of all information shown herein are approximate only and are not intended as a guide for design or survey work. Reproduction is not permitted without prior written permission from the Mineral County Nuclear Projects Office.

REVISIONS:

REV/ AUG 06/LM
REV/DOAS/FEB 96/TEX
DOT/DOAS/NOV 76/PT

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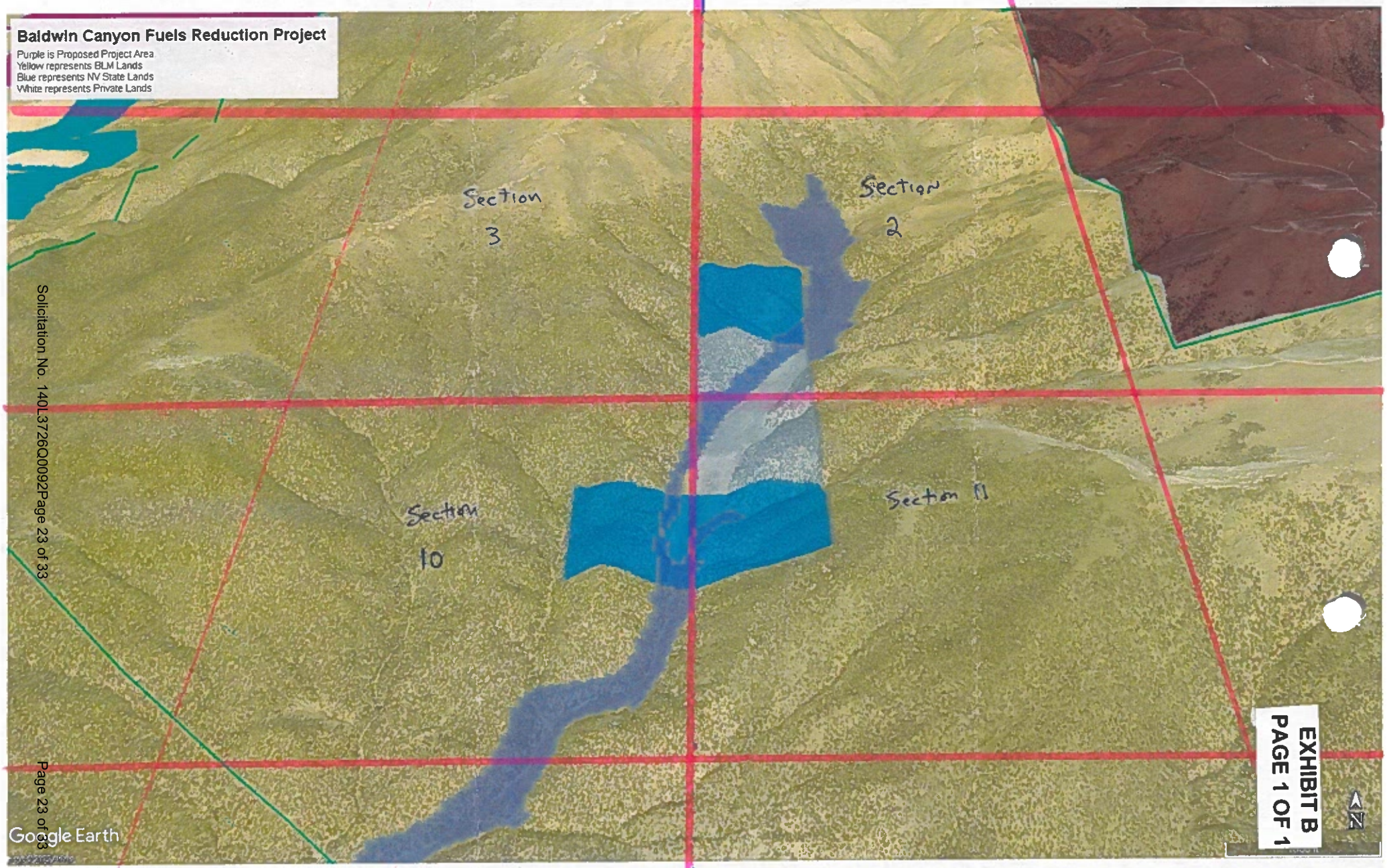
EXHIBIT A
PAGE 1 OF 1



Township 7N, Range 28E

EXHIBIT B
PAGE 1 OF 1

"

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms
Director

Division of
Wage Determinations

Wage Determination No.: 1969-0113
Revision No.: 81
Date Of Last Revision: 5/13/2026

Employed on contract for forestry, land management services and cleaning of public use area services.

State: Nevada

Area: Nevada Counties of Carson City, Churchill, Clark, Douglas, Elko, Esmeralda, Eureka, Humboldt, Lander, Lincoln, Lyon, Mineral, Nye, Pershing, Storey, Washoe and White Pine

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Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
08010 - Brush/Precommercial Thinner		16.84
08040 - Choker Setter		19.17
08070 - Faller/Bucker		21.57
08100 - Fire Lookout		16.84
08130 - Forestry Equipment Operator		22.82
08160 - Forestry/Logging Heavy Equipment Operator		25.28
08190 - Forestry Technician		25.28
08200 - Forestry Truck Driver		25.28
08250 - General Forestry Laborer		19.04
08280 - Nursery Specialist		23.37
08310 - Slash Piler/Burner		16.84
08340 - Tree Climber		18.84
08370 - Tree Planter		13.75
08400 - Tree Planter, Mechanical		13.75

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Note: Executive Order 13658 generally applies to contracts subject to the Service

Contract Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the cor
Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $5.55 per hour, up to 40 hours per week, or $222.00 per week or $962.00 per month

HEALTH & WELFARE EO 13706: $5.09 per hour, up to 40 hours per week, or $203.60 per week, or $882.27 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 10 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of """"wash and wear"""" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the """"Service Contract Act Directory of Occupations"""", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or their representatives.

representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the """"Service Contract Act Directory of Occupations"""" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.
"

Clauses and Provisions (06/17/2026)

52.252-2 Clauses Incorporated by Reference. (FEB 1998)

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

FAR Clauses: www.acquisition.gov/far/part-52

DOI Clauses: www.acquisition.gov/diar/part-1452-solicitation-provisions-and-contract-clauses

Revolutionary FAR Overhaul Clauses: www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

(End of clause)

Clauses Incorporated by Reference

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)

52.204-13 System for Award Management Maintenance. (DEVIATION MAR 2026)

52.204-14 Service Contract Reporting Requirements (DEVIATION MAR 2026)

52.204-19 Incorporation by Reference of Representations and Certifications (DEVIATION MAR 2026)

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEVIATION MAY 2026)

52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (DEVIATION MAY 2026)

52.212-4 Terms and Conditions—Commercial Products and Commercial Services. (DEVIATION MAR 2026)

52.219-6 Notice of Total Small Business Set-Aside (DEVIATION JAN 2026)

52.219-28 Post-Award Small Business Program Representation (DEVIATION JAN 2026)

52.222-3 Convict Labor (DEVIATION MAY 2026)

52.222-35 Equal Opportunity for Veterans (DEVIATION MAY 2026)

52.222-36 Equal Opportunity for Workers with Disabilities (DEVIATION MAY 2026)

52.222-37 Employment Reports on Veterans (DEVIATION MAY 2026)

52.222-41 Service Contract Labor Standards (DEVIATION MAY 2026)

52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 2014)

52.222-50 Combatting Trafficking in Persons (DEVIATION MAY 2026)

52.222-54 Employment Eligibility Verification (DEVIATION MAY 2026)

52.222-55 Minimum Wages for Contractor Workers under Executive Order 14026 (DEVIATION MAY 2026)

52.222-62 Paid Sick Leave Under Executive Order 13706 (DEVIATION MAY 2026)

52.222-90 Addressing DEI Discrimination by Federal Contractors (DEVIATION APR 2026)

52.223-23 Sustainable Products (DEVIATION MAY 2026)

52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024)

52.232-34 Payment by Electronic Funds Transfer-System for Award Management (OCT 2018)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (MAR 2023)

52.233-3 Protest After Award. (AUG 1996) - Alternate I (JUN 1985)

52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)

52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)

52.240-91 Security Prohibitions and Exclusions (DEVIATION MAR 2026)

52.242-13 Bankruptcy. (JUL 1995)

52.242-15 Stop-Work Order. (AUG 1989)

52.242-17 Government Delay of Work. (APR 1984)

52.244-6 Subcontracts for Commercial Products and Commercial Services (DEVIATION MAY 2026)

52.245-1 Government Property (SEP 2021)

52.245-9 Use and Charges (APR 2012)

Clauses Incorporated by Full Text

52.252-6 Authorized Deviations in Clauses. (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any Department of the Interior Regulation (48 CFR 14) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

1452.201-70 Authorities and delegations. (SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;

(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the Contractor's right to proceed;

(5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

(End of clause)

1452.204-70 Release of Claims (JUL 1996)

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

(End of clause)

DOI ELECTRONIC INVOICING Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (February 2021)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: https://www.ipp.gov.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

1. A copy of the Contractor¿s invoice, to include the finalized OF-286 invoice from the incident.
2. The contract number.
3. The invoice number.
4. Dates of transactions.
5. A description of the line items being bille
6. The unit prices for each line item.
7. Quantities for each line item.
8. Total amount of each line item.
9. Overall invoice total.
10. All receipts for travel (meals, lodging, transportation).

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

(End of Local Clause)

Solicitation Provisions

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):

FAR Provisions: www.acquisition.gov/far/part-52
DOI Provisions: www.acquisition.gov/diar/part-1452-solicitation-provisions-and-contract-clauses
Revolutionary FAR Overhaul Provisions: www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

(End of provision)

Provisions Incorporated by Reference

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2024)

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation (JAN 2017)

52.204-7 System for Award Management (DEVIATION MAR 2026)

52.209-12 Certification Regarding Tax Matters. (OCT 2020)

52.240-90 Security Prohibitions and Exclusions Representations and Certifications (DEVIATION MAR 2026)

52.212-1 Instructions to Offerors—Commercial Products and Commercial Services. (DEVIATION MAR 2026)

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

(1) The solicitation number;

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Debriefings*. If a 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.

(End of provision)

52.212-2 Evaluation—Commercial Products and Commercial Services. (DEVIATION MAR 2026)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror (Quoter) 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:

Basis for Award (Comparative Evaluation)

1. General:

The Government will award a purchase order resulting from this solicitation to the responsible quoter whose quote is most advantageous to the Government, price and evaluation factors identified below. This acquisition is being conducted under the Acquisition of Commercial Products and Commercial Services of FAR Part 12.

2. Evaluation Process:

In accordance with FAR 12.203(c)(2) (FAR Overhaul - Part 12 | Acquisition.GOV) the Government will perform a comparative evaluation of quotes. A comparative evaluation is defined as the act of comparing one quote to another in a side-by-side fashion.

- **No Formal Scoring:** The Government will not use formal evaluation plans, precise weighting, or adjectival scoring (e.g., "Excellent" or "Blue").
- **Direct Comparison:** IAW FAR 12.203(b), Quotes will be compared against one another to determine which provides the best value. The Government will use their professional business judgment to determine if a quote's technical superiority or more favorable terms (e.g., faster delivery, longer warranty) justifies a higher price. The Government may conduct a price analysis at any point during the evaluation. If the Government determines that the lowest-priced quote represents the best value after considering the comparative factors, the Government may make award without further comparison.
- **Price Consideration:**
  The Government may make an award to other than the lowest priced quote if it is determined to provide the best value. Award is not automatically made to the quoter submitting the lowest price. The Contracting Officer reserves the right to make no award at all.
- **Quote Evaluation Approach:**
  IAW FAR 12.203(c) and (c)(1) Quotations evaluated in an efficient and minimally burdensome fashion. Government will consider all quotations or offers that are timely received.

3. Evaluation Factors:
The following factors will be used to evaluate quotes:

- **Technical Capability**: Ability to meet the specifications in the Statement of Work. (narrative response of no longer than 5 pages).

  (A) Technical approach narrative must demonstrate the offeror's understanding of the project requirements, the scope of work, and the contract documents. Identify and address the specific needs and unique requirements for the scope, location, and schedule of this project.

  (B) Demonstrate understanding of how to organize, staff, and manage the contract, as well as the means and methods that will be used to accomplish the contract requirements.

  (C) Demonstrate an understanding of project requirements for safety, sustainability, energy efficiency and risk management.

  (D) Provide a schedule to show how work described in the SOW will be completed within the Period of Performance.

- **Relevant Experience**: Provide a list of at least two (2) jobs completed or ongoing, in the past five (5) years in which you acted as a Prime Contractor or Sub-Contractor responsible for providing similar/services. Each job description must contain the following information:
  •The name of job
  •The job start and end dates
  •A brief description of services provided and the location/size of the job
  •The owner of job
  •The owner's Contact information
  •The total dollar value of the job

- **Price**: Total evaluated price.

(End of provision)