Land Management Integrated Resources BPA Call

Issue Date:7/10/2026_

Due Date/Time:_____July 28th, 2026 at 1700 MST_

Contractor: BPA No.	12363N2__A4_____	**Project Name**	Seeley Lake Aerial Spray
BPA RFQ or Call No.	**1284LM26Q0112**	**Location**	**Seeley Lake and Monture Creek, MT**
Set-Aside	**Small Business_x___ Unrestricted_____** **This will only be sent out to the current BPA Award Holders as of Issue Date.**		
Contractor:	**Confirm business size by NAICS code below: Small___ Large___ Initial:_____**		
	NAICS Code Exception if Applicable:		
Award Information	**__X_This is a single award call order. Contractor must provide pricing for all items listed under Box 20.** **_____This is a multi-award call order. Contractor needs to only provide pricing for all items listed under the specific award(s) they are interested in.**		

Contractor: **UEI:** **Email:**	**Issuing and Billing Office:**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	NAICS Code (per Scope of Work)	21. ESTIMATED QUANTITY	22. UNIT OF MEASURE	23. UNIT PRICE	24. AMOUNT
	Mandatory				$	$
1	2026 Herbicide Application, Horseshoe Hills* (2 units)	115112	365	AC	$	$
2	2026 Herbicide Application, Monture Creek* (1 unit)	115112	355	AC	$	$
					$	$
3	Mobilization	115112	1	LOT	$	$

*Quote all units for treatment rates of 4 oz/ac of Imazapic, 5 oz/ac of Aminopyralid, and label rates of a drift agent and a MSO surfactant. Include all herbicides and adjuvants in the per acre cost.

Remarks: All clauses and provisions in the base BPA award are applicable to call orders, however clauses and/or provisions in BPA Call Orders take precedence. See Attachments for additional terms and conditions. The Period of Performance for this Call Order is from the Date of Award through November 15, 2026 Specific item due dates or deliverable due dates are mandatory, not arbitrary, and must be met accordingly, regardless of the final period of performance date.	**Total Price:** **$**_____

Contractor: (Name, Signature, and Date)

Date:

Requested By: (Name and Signature)

COR:

Ordered By: (Name and Signature)

Contracting Officer

1. DESCRIPTION/STATEMENT OF WORK

Work under this contract consists of up to 720 acres of aerial herbicide application for cheatgrass (*Bromus tectorum*), spotted knapweed (*Centaurea maculosa*), and other incidental invasive species in the fall of 2026. This contract has 2 base items (720 acres).

Period of performance will be September 15, 2026 to November 15, 2026. Work must be performed when cheatgrass is susceptible to treatment (from germination up to around 1½ inches tall). Usually work must start between mid-September and early October. Because the start date is dependent on cheatgrass growth, a notice to proceed date may be given on short notice. All work is expected to take place in 2026. Herbicide application is expected to be complete no later than November 1, 2026, depending on weather conditions and plant phenology. Deliverables are to be completed and delivered no later than November 15, 2026. It may be necessary to adjust the exact timeframe for completing herbicide application depending on plant phenology and weather conditions.

See attached Statement of Work for more details.

2. SPECIFICATIONS:

Helicopter Size

Due to terrain considerations and adjacent private land parcels, only light or very light helicopters (e.g. Type 3) will be considered for this work.

Experience

In order to be considered for award, prospective contractors shall provide information on at least three past aerial application projects. Information should include agency/entity the work was for, dates, location, type of work, size of project, and contact information for the project manager.

2.1 Key Personnel and Required Qualifications or Certifications

See attached Statement of work for more details.

2.2 Government Property FAR 52.245-1 GOVERNMENT PROPERTY (SEP 2021)

See attached Statement of Work for more details.

3. PROJECT LOCATION AND DESCRIPTION

The project area is on Lolo National Forest lands approximately 1-1.5 hours northeast of Missoula, Montana.

See attached Statement of Work for more details.

4. INSPECTION AND ACCEPTANCE:

4.1 FAR 52.246-4: INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

a. *Definition.* “Services”, as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

b. The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards

as the contract requires.

c. The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

d. If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

e. If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may—

   1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
   2) Reduce the contract price to reflect the reduced value of the services performed.

f. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may—

   1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
   2) Terminate the contract for default.

4.2 CONTRACTOR INSPECTION PROCEDURES

(A) **General Instructions**

1) The Contractor shall conduct inspections of i.e., *treatment units* and record the results using procedures described herein. Inspections shall be maintained concurrent with contract work. Completed inspection forms shall be made available to the Government within 24 hours of completion of each i.e., *treatment unit* and will remain part of the permanent contract file.

2) By submission of inspection forms to the Government, the Contractor is considered to be certifying that the unit is satisfactorily completed and that the inspection forms reflect the work accomplished.

3) The Contractor shall submit legible inspection forms. Illegible and incomplete forms shall be returned to the Contractor for correction and re-submission.

4) In the event the Contractor falsifies inspection results, as determined by the Contracting Officer, the Government may declare the Contractor to be in default of the contract. Additionally, the Government may refer such falsifications to the US Attorney's Office for possible prosecution pursuant to 18 U.S.C. 1001 (Falsification of Government Documents) or 18 U.S.C. 287 (Fraud).

4.3 GOVERNMENT INSPECTION PROCEDURES – COMPLIANCE INSPECTION:

(A) The COR, or a designated inspector, will conduct compliance inspections while work is in progress, to assure that work is proceeding satisfactorily. Compliance inspections will be accomplished by 100 percent visual inspection of each treatment unit and will be based on adherence to the required specifications.

(B) The Contractor shall notify the COR when units are completed prior to his moving out of the general area. Compliance inspections will be conducted within three (3) business days of completion of treatment units and the Contractor notified of any part of the unit(s) requiring additional work or rework.

Work will be accepted on the basis of visual inspection for compliance with specifications on areas reported as completed by the Contractor.

5. COMMENCEMENT PROSECUTION, AND COMPLETION OF WORK

The Contractor shall be required to (a) commence work under this contract within **7** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **November 15th, 2026**.

6. 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 **virtually or via phone call.**

7. EVALUATION CRITERIA:

Contractor must send a technical capability statement briefly explaining:
How they intend to complete this contract as far as time frame, personnel, and deliverables as well as explaining experience piloting a helicopter and herbicide application work. Include relevant past performance information.

The provision at FAR 52.212-2, Evaluation—Commercial Products and Commercial Services is not applicable to this solicitation. In lieu of this provision, quotes will be evaluated in accordance with FAR 12.203 based on the criteria listed below. Award will be made to the offeror representing the best value to the Government.

The Government will evaluate quotations based on the lowest price technically acceptable criteria. Only the lowest priced offer will be evaluated for Technical Acceptability. Should the lowest priced offer not receive an acceptable technical or past performance rating, the process will continue in order of lowest priced offer until the lowest price, technically acceptable offer with acceptable or neutral past performance is identified.

(a) The Government will evaluate based on:
(I) Price
(II) Key Personnel- with Experience in pilot and herbicide application.
(III) Contractors submitted Quality Control Plan
(IIV) Past Performance in Government Contracting

Price:

The offeror shall provide pricing as requested in the Schedule of Items. Failure to propose pricing for all individual line items may result in a quotation being excluded from further consideration. The offeror's quotation will be evaluated in accordance with FAR 12.204, to determine if it is fair and reasonable.

Technical Approach:

Technical Acceptability:

Technical Acceptability will be evaluated to receive an overall rating of "acceptable" or "unacceptable." This will be based on the offeror's ability to provide a sound and compliant approach that meets all requirements and shows a thorough understanding of them. It is the contractor's responsibility to ensure their quotation clearly demonstrates their capability to meet these requirements. All offerors must provide the following minimum information and documentation with their quotations to be considered responsive and have their offers evaluated:

Key Personnel:

Licensing and Records—The contractor must provide the required aircraft, pilot and herbicide application licenses,

proof of insurance and records. Contractors who fail to provide these will not be considered further.

Capability—The contractor must have a Type III helicopter equipped with GPS, cockpit aerial herbicide application software, spray system hardware (e.g. booms, nozzles, herbicide tanks, delivery system, etc.), and properly trained and appropriately experienced personnel to implement the contract. Type III helicopters are required for complex low altitude spraying in steep mountainous terrain. Preference may be given to contractors with greater capacity. Contractors without the specified equipment will not be considered further.

Experience- Contract employee must have a minimum of three years of experience performing herbicide application via helicopter. Prospective contractors shall provide information on at least three past aerial application projects. Information should include agency/entity the work was for, dates, location, type of work, size of project, and contact information for the project manager.

Contractors Quality control Plan:

Detailed explanation of the offeror's ability to perform the required services. A simple statement of capabilities will not suffice. The offeror must address how they will accomplish the requirement in the statement of work. Contractors Quality control Plan will need to demonstrate an ability to understand the requirement. The Contractor needs to demonstrate how they are going to perform pilot and herbicide application services, manage the quality of services and ensure timeliness.

- Acceptable: The contractor shows a demonstrate ability to understand the requirement. The contractor demonstrates how they are going to perform pilot and herbicide application via helicopter surveying. work, manage the quality of services and ensure timeliness.

- Unacceptable: Vendor does not submit quality control plan. Vendor is unable to demonstrate the ability to understand the requirement. The vendor does not demonstrate how they are going to perform the pilot and herbicide application via helicopter, manage the quality of services, and ensure timeliness.

Past Performance:

The Government may utilize any references provided by the Contractor, along with information available from past contracts/orders with the USDA and any information found using sources such as Federal Government sources or the Contractor Performance Assessment Reporting System (CPARS) to determine if the Contractor has acceptable or neutral Past Performance. Past Performance will be evaluated using the following rating system:

- Acceptable: The contractor shows a demonstrated ability to meet contract requirements in prior or current contracts, including quality of work, timeliness, cost control, business relations, and adherence to contract terms.

- Neutral: Offeror does not have a past performance record.

- Unacceptable: The contractor has a documented history of failing to meet contract requirements, including poor quality, missed deadlines, cost overruns, lack of responsiveness, or unethical behavior

8. CONTRACTING OFFICER'S REPRESENTATIVE:

Name:
Address:

Telephone:

9. LIST OF ATTACHMENTS

The following attachments are made a part of this solicitation and any resultant contract.

1. Statement of Work Seeley lake Aerial
2. Seeley Lake Aerial Sprays Maps
3. Wage Determination 2015-5393 Rev 28 Date May 2026

March 2025 Class Deviation

This Call Order incorporates two FAR class deviations to ensure compliance with Executive Orders 14148, 14173, 14168, and 14208, issued since January 20, 2025. It also removes references to AGAR clauses and provisions that have been rescinded. These updates reflect recent policy changes and remove outdated requirements, as detailed below.
The following FAR provisions and clauses are hereby removed in their entirety from the LMIR BPA:

- 52.222-21 Prohibition of Segregated Facilities
- 52.222-26 Equal Opportunity
- 52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026[/1]

[1]/This provision was removed to comply with the Executive Order 14236 titled *"Additional Rescissions of Harmful Executive Orders and Actions,"* dated March 14, 2025.

The following FAR clauses now include deviations to align with recent Executive Orders:

- 52.212-3 Offeror Representations and Certifications—Commercial Products and Commercial Services (MAY 2024) (DEVIATION FEB 2025)
- 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (JAN 2025) (DEVIATION FEB 2025)
- 52.223-1 Biobased Product Certification (MAY 2024) (DEVIATION FEB 2025)
- 52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (MAY 2024) (DEVIATION FEB 2025)

Ther following references to AGAR Clauses and provisions are hereby removed to comply with AGAR Rule 2024-22463 (89 FR 81014):

- AGAR 452.211-74 Period of Performance (FEB 1988)[/2]
- AGAR 452.215-73 Post Award Conference (NOV 1996) [/2]
- AGAR 452.219-70 Size Standard and NAICS Code Information (SEP 2001) [/2]
- AGAR 452.236-72 Use of Premises (NOV 1996) [/2]
- AGAR 452.236-77 Emergency Response (NOV 1996)
- AGAR 452.236-78 Fire Suppression and Liability (MAY 2014)
- AGAR 452.237-74 Key Personnel (FEB 1988) [/2]

[2/]AGAR clauses and provisions that were included in full text have been retained, with only the AGAR reference removed.

The following AGAR clauses is hereby included:

- AGAR 452.236-70 Emergency Response, Fire Suppression and Liability (NOV 2024)

The following FAR and AGAR clauses have been added, effective April 2026:

- FAR 52.222-90, Addressing DEI Discrimination by Federal Contractors (APR 2026).
- AGAR Clause 452.203-72 Unenforceable Supplier Terms (APR 2026)

All call orders will incorporate these changes by reference at award.

Disclaimer: 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 agency solicitations. Examples include 52.222-25, Affirmative Action Compliance, and paragraph (d) of 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services. Contracting officers will not consider these representations when making award decisions or enforce requirements. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

In advancement of Section 2 of Executive Order 14208, the removal of requirements related to Executive Order 14057 eliminates all non-statutory sustainability requirements or preferences in purchases of food service wares, including paper straws. In addition to removing requirements related to Executive Order 14057, the attachment also reflects recent updates to Code of Federal Regulation citations for the U.S. Department of Agriculture's BioPreferred® Program, a statutory purchasing preference program.

These class deviations will remain in effect until rescinded or incorporated into the FAR.

As prescribed in AGAR 433.104-4 (a)(5)(ii), the following Notice for Filing Agency Protests shall be included in every solicitation.

NOTICE FOR FILING AGENCY PROTESTS
United States Department of Agriculture (USDA) Ombudsman Program

The USDA is committed to issuing solicitations and awarding contracts in a fair and prompt manner. The Ombudsman Program for Agency Protests (OPAP) was established to address protest issues within the agency, providing an alternative to costly and time-consuming litigation. Operating independently, OPAP offers relief comparable to that granted by the Government Accountability Office (GAO). Interested parties are encouraged to resolve concerns through USDA's internal Alternative Dispute Resolution (ADR) process before pursuing external forums such as the GAO. Concerns may be addressed informally or through a formal agency protest filed with either the Contracting Officer or the Ombudsman.

Informal Forum with the Ombudsman

1. **Initial Point of Contact:** Interested parties who believe a specific USDA procurement is unfair or otherwise defective should first direct their concerns to the applicable Contracting Officer.
2. **Escalation:** If the Contracting Officer is unable to address their concerns, interested parties are encouraged to contact the USDA Ombudsman for Agency Protests. Under this informal process, the agency is not required to suspend contract award performance. Utilization of the informal forum does not suspend any time requirement for filing a formal protest with the agency or other forums.
3. **Required Information:** To ensure a timely response, interested parties should provide the following information to the Ombudsman: solicitation/contract number, contracting office, Contracting Officer, and solicitation closing date (if applicable).

Formal Agency Protest with the Ombudsman

1. **Effort to Resolve:** Prior to submitting a formal agency protest, protesters must first use their best efforts to resolve their concerns with the Contracting Officer through open and frank discussions.
2. **Independent Review:** If the protester's concerns remain unresolved, an Independent Review is available by the Ombudsman. The protester may file a formal agency protest with either the Contracting Officer or, alternatively, with the Ombudsman under the OPAP program. Contract awards or performance will be suspended during the protest period unless justified in writing for urgent and compelling reasons or determined in writing to be in the best interest of the Government.
3. **Resolution Timeline:** The agency's goal is to resolve protests within 35 calendar days from the date of filing.
4. **Required Information:** Protests shall include the information set forth in FAR 33.104(a)(3). Failure to submit the required information may result in a delay or dismissal of the protest.
5. **Timeliness:** Protests must be filed within the timeframes specified in FAR 33.104.
6. **Submission:** Formal protests under the OPAP program should be submitted electronically to SPE.inquiry@usda.gov and the Contracting Officer.

Election of Forum. By initiating a protest with the USDA, the protester agrees not to pursue the same matter with the Government Accountability Office (GAO) or any other external forum while the agency protest is pending. If a protest is filed externally, the agency protest will be dismissed.

Page last modified on October 15, 2025

FAR Overhaul | FAR Companion Guide

Oct 30, 2025

The Federal Acquisition Regulatory Council has released an update to the FAR Companion as part of the ongoing Revolutionary FAR Overhaul (RFO) Initiative, in accordance with Executive Order 14275 and OMB Memorandum M-25-26.

The following RFO update was posted on October 30, 2025:

- FAR Companion, Version 2.0, includes the initial release of FAR Companion (FC) parts 2, 3, 7, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 27, 30, 32, 37, 41, 42, 44, 45, 47, 48, 52, and 53.
- Version 2.0 also includes updates to previously released content: update to FC 8.104 pertaining to "required use" contracts and providing more information and resources on Category Management, including beta version content of the Category Management Buying Guide; update to FC 8.401 pertaining to evaluation factors; updates to FC 8.401(b) and FC 12.301 removing references to debriefings; new annotation under FC 8.401(b) related to sole source justification content for FSS orders; new annotation under FC 12.001 related to contracting methods for commercial construction; update to FC 11.204 to clarify brand name or equal as distinct from brand name justifications under FAR 6.104; updates to thresholds referenced due to the October 1, 2025 inflation adjustment rule; various citation corrections throughout; and changed "Reserved" to "No additional guidance" when the FAR Companion does not provide any practice recommendations for that associated FAR part.
- FAR Companion, Version 2 is posted on www.acquisition.gov/far-overhaul.

To view the FAR Companion, Version 2.0. inclusive of all parts and updates, visit: https://www.acquisition.gov/sites/default/files/page_file_uploads/far-companion.pdf

To view all available rewritten FAR Parts and agency deviations, visit: https://www.acquisition.gov/far-overhaul/far-part-deviation-guide.

Stay informed. View the latest FAR Overhaul news and announcements at: https://www.acquisition.gov/far-overhaul.