SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: 1169912

PAGE 1 OF 27

2. CONTRACT NO.

3. AWARD/ EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 12363N26Q4157

6. SOLICITATION ISSUE DATE: 07/23/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: EDUARDO CORTEZ

b. TELEPHONE NUMBER (No collect calls): 505-627-5041

8. OFFER DUE DATE/LOCAL TIME: 08/24/2026 1500 MD

9. ISSUED BY CODE 363N

USDA-FS STEWARDSHIP CONTRACTING BR
1400 INDEPENDENCE AVE SW
MS-1138
WASHINGTON DC 20250-1138

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): 113310

SIZE STANDARD: 500

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 7513

USDA FOREST SERVICE
SACRAMENTO RANGER DISTRICT
4 LOST LODGE RD
CLOUDCROFT NM 88317

16. ADMINISTERED BY CODE 363N

USDA-FS STEWARDSHIP CONTRACTING BR
1400 INDEPENDENCE AVE SW
MS-1138
WASHINGTON DC 20250-1138

17a. CONTRACTOR/ OFFEROR CODE

FACILITY CODE

TELEPHONE NO.

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

18a. PAYMENT WILL BE MADE BY CODE

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
	Round 1 Stewardship IRSC - 12363N26Q4157 This is a combined synopsis/solicitation for commercial services prepared in accordance with FAR 12. This announcement constitutes the only solicitation. Offers are being requested, and a separate written solicitation will not be issued. All Offerors must have an awarded Region 3 Southwest (SW) BPA contract to be eligible for award under this solicitation. *(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 _____ 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)*: INGRID H. ANDERSON

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Email quotes by response due date to: Eduardo Cortez- **eduardo.cortez@usda.gov** Ingrid Anderson- **ingrid.anderson@usda.gov** Period of Performance: 09/14/2026 to 02/28/2029				
0001	**Work Items 1-3** Please see attached Schedule of Items for details. Product/Service Code: F014 Product/Service Description: NATURAL RESOURCES/CONSERVATION- TREE THINNING				
0002	**Work Item 4** Please see attached Schedule of Items for details. (Option Line Item) 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. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

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 REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

1. **SCHEDULE OF ITEMS:**

MANDATORY WORK ACTIVITIES:

ITEM NO.	DESCRIPTION OF MANDATORY WORK ACTIVITIES	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	Cut and Remove Included Timber	Acre	237	N/A	N/A
2	Machine Piling of Slash	Acre	237	$	$
3	Purchase, Delivery, and Installation of Gate	Each	1	$	$
				Total All Mandatory Service Items	$

OPTIONAL WORK ACTIVITIES:

ITEM NO.	DESCRIPTION OF OPTIONAL WORK ACTIVITIES	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
4	Small Diameter Thinning and Slash Treatment	Acre	237	$	$
				Total All Optional Service Items	$

TIMBER/PRODUCT REMOVAL PRICE SCHEDULE:

SPECIES	PRODUCT	ESTIMATED QUANTITY	UNIT OF MEASURE	MINIMUM ACCEPTABLE OFFER	OFFER (FLAT)	TOTAL OFFER
Combined Softwood	Non-Saw	2,004	CCF	**$4.48**	$	$
					Total – All Products	$

Schedule Notes

These schedules are for pricing/payment purposes. Refer to Section 27, Instructions to Offerors for business proposal requirements. Evaluation criteria used by the Forest Service for proposals is in Section 29 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.

Award of Optional Item 4 may be made on a unit-by-unit basis.

A site visit is scheduled for **July 31st, 2026** to view the project area and discuss the objectives of this contract. The meeting will take place at **09:00 am** local time at Sacramento Ranger District, 4 Lost Lodge Rd. Cloudcroft, NM 88317.

PERIOD OF PERFORMANCE IS FROM DATE OF AWARD THROUGH FEBURARY 28TH 2029

2. LIST OF ATTACHMENTS

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

Title	Pages
1. Appendix A – Technical Specifications for Service Work Items (PWS)	8
2. Appendix B – Timber Removal Specifications	19
3. Appendix C – Road Maintenance Specifications	11
4. Traffic Control Plan	2
5. Gate Details	1
6. Contract Area Map	1
7. a. Crisp SSRP Cruise b. Jim Lewis SSRP Cruise **Crisp SSRP and Jim Lewis SSRP Cruise both aggregate the Volume for Round 1 IRSC*	73 81
8. Fire Plan	1
9. Service Contract Act Wage Determination #1969-0115, Revision #87 dated 05/13/2026	3

3. 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.

4. LAND MANAGEMENT ACTIVITIES.

Performance of land management activities shall be in accordance with Project Description and Work Specifications. Payment for Land Management Work Activities in **Schedule of Items** will be made in Stewardship Credits and Appropriated Funds.

All Base Work Activities (Mandatory) shall be performed. Optional activities are listed in order of planned priority. Award may be made for optional items in any order that the Contracting Officer determines is in the best interest of the Government.

5. PROJECT DESCRIPTION:

To advance EO 14225, Immediate Expansion of American Timber Production, and the USDA's National Active Forest Management Strategy, the Lincoln National Forest shall utilize Stewardship Authority delegated to the USFS to award an Integrated Resource Service Contract to reduce high-severity fire risks and post-fire flooding potential to protect life, property, and natural resources by reducing the acres currently classified as having high, very high, and extreme crown fire hazard potential, to restore overall forest health for each ecological response unit and reduce the potential for large-scale, uncharacteristic wildfire, to increase forest resiliency to insects and disease by shifting forest structure, composition, and diversity toward desired conditions and to produce and supply local industry with Forest Products in adherence to EO 14225 – Immediate Expansion of American Timber Production and Secretary's Memorandum 1078-006.

Description of Work- The Round 1 Stewardship will meet planned objectives by Thinning from Below in mixed conifer stands, removing included timber from the Contract Area and by mechanically treating logging slash and other materials directly generated from Small Tree Thinning activities.

Resulting Contract – This BPA call will be issued against the Southwest BPA when ordered by warranted contracting personnel. The resultant contract will be a commercial services contract with requirements for timber removal.

Project Location- Approximately 30 miles south of the incorporated village of Cloudcroft, NM.
T18S R12E Sec. 25,36 / T18S R13E Sec. 30,31 / T18S R12E Sec. 13 ,24 / T18S R13E Sec. 18, 19 – New Mexico Prime Meridian.

Under this contract, "Contractor's Operations" shall 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).

Contractor's Operations shall 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 workshall not be such as to cause unnecessary delay to Contractor.

Authority- 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.

6. FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

See parent BPA for full clause text and associated addenda.

7. FAR 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 or https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52.

FAR 52.204-13 System for Award Management—Maintenance (NOV 2025)
FAR 52.222-90 Addressing DEI Discrimination by Federal Contractors (APR 2026)
FAR 52.232-40 Providing Accelerated Payment to Small Business Subcontractors (MAR 2023)
FAR 52.240-91 Security Prohibitions and Exclusions (NOV 2025)
FAR 52.244-6 Subcontracts for Commercial Products and Commercial Services (NOV 2025)

8. SPECIFICATIONS

General specifications for each Contract Activity individually described by an item number in the Schedule of Items can be found in Appendix A. Specifications for timber removal are found in Appendix B and associated road maintenance plans and specifications are insounds go Appendix C for Stewardship related projects.

9. FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **10 calendar days** after receipt of Notice to Proceed or Order for specific work items, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **February 28th 2029**. The time stated for completion shall include final cleanup of the premises.

Performance shall be made only as authorized by orders issued in accordance with the Ordering clauses. Except as this contract otherwise provides, the Government shall order all services within the scope that are required by Government activities specified in the Schedule only with the vendor holding this contract for the specified services. Timber Removal activities shall be scheduled and carried out in accordance with the Timber Removal Specifications in Appendix B or C and as approved by the Contracting Officer.

10. FOREST PRODUCT APPRAISAL METHODOLGY

Minimum acceptable offer rates for Timber and Product removal were determined using standard Forest Service appraisal methodologies. Slash cost centers were not included in the appraisal valuation of Forest Products as they are service work items on the schedule.
The skidding and yarding costs for included products was calculated on a weighted average for ground-based rubber tired skidding on slopes less than 40%. Haul Costs were calculated by using Tularosa, NM as an end point.

11. TIMBER PRODUCT VOLUME ESTIMATION

Quantities listed in Timber/Product removal schedules are estimates only. Volume quantities are made available with the understanding that values shown are Forest Service estimates and are not guaranteed. Contractors are urged to examine the contract areas and make their own estimates.

12. PERIOD OF PERFORMANCE

The period of performance of this contract is from **date of award** through **Feburary 28th,2029**

13. CONTRACT OPERATIONS SCHEDULE

Timeframe	Restriction Description
National Holidays of Memorial Day, Independence Day, and Labor Day.	Hauling operations are prohibited due to increased public use of the Forest Service Road System. All other project activities are permitted provided they do not impede or restrict vehicular traffic on any open Forest Service System Road.

14. POST AWARD CONFERENCE

A post award conference with the successful offeror is required. It will be scheduled within **14** days after the date of contract award. The conference will be held at **Sacramento Ranger District, 4 Lost Lodge Rd. Cloudcroft, NM 88317**

15. AGAR 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.

(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)

16. AGAR 452.203-72 UNENFORCEABLE SUPPLIER TERMS (APR 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 shall govern and supersede any supplier terms in all cases.

(c) Authorization Required. Notwithstanding any other provision, no supplier terms shall 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 shall bind the ordering activity as the end user to the extent it does not conflict with the terms of this clause, but it shall 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 shall 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 shall 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 shall 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 shall 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, shall 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)

17. AGAR 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) may issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but is not required to provide a signature. The Contracting Officer will 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 and proceed with closeout upon completion of performance, acceptance, and final payment.

18. KEY PERSONNEL

(a) The Contractor shall assign to this contract the following key personnel:

Overall Project Manager
Logging Supervisor
Document and Payment Administrator
Commercial Drivers Manager
Individual Sub-Managers – Individuals supervising individual sub-contracts for work items not covered by personnel noted previously herein.

(b) During the first 90 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

Key Personnel- Representatives:

Unless otherwise agreed, Contractor shall designate, in writing, a representative who is authorized to receive notices in regard to performance under this contract and take related action. In no case shall Contractor designate any representative to this contract who is currently debarred, proposed for debarment, or suspended by the Federal Government. Contractor's representative shall provide a copy of the contract to Contractor's field supervisor and persons authorized to assume responsibilities in the field super- visor's absence. Prior to initial operations and after shutdowns of 10 days or more, Contractor's representative shall notify Forest Service 2 days, excluding weekends and Federal holidays, before any operations begin on Contract Area.

Contractor's representative shall designate, in writing, a field supervisor, one of whose responsibilities shall be on-the-ground direction and supervision of Contractor's Operations. The field supervisor shall be readily available to the area of operations when operations are in progress and shall be authorized to receive notices in regard to performance under this contract and take related action. The responsibilities of the field supervisor shall include the safeguarding of National Forest resources and performance within the terms of the contract. Contractor representative will furnish Forest Service with names of persons authorized to assume responsibilities in field supervisor's absence. Such delegations may be made a part of Contractor's annual Operating Schedule.

Unless Contracting Officer designates another Forest Service representative and notifies Contractor in writing, the COR is the representative of Forest Service. Forest Service representative shall:

(a) Receive notice in regard to performance under this contract,
(b) Take action in relation to this contract, and
(c) Be readily available to the area of service work activities and logging operations.

Contracting Officer shall designate other on-the-ground representatives in writing along with their specific contractual responsibilities and authority. Representatives with authority delegated in writing are the only Forest Service personnel authorized to provide notice or take related actions under the contract. Such delegation shall be made within 60 days of contract award.

19. PROTECTION MEASURES NEEDED FOR PLANTS, ANIMALS, CULTURAL RESOURCES, AND CAVE RESOURCES

Locations of known areas needing special measures for the protection of plants, animals, cultural resources, and/or cave resources are shown on Contract Area Map and/or identified on the ground. Special protection measures needed to protect such known areas are identified in Appendix B.

In addition to any special protection measures noted, Contractor has a general duty to protect all known and identified resources referenced in this Subsection from damage or removal during Contractor's operations. Discovery of additional areas, resources, or members of species needing special protection shall be promptly reported to the other party, and operations shall be delayed or interrupted at that location, if Contracting Officer determines there is risk of damage to such areas, resources, or species from continued operations.

Wheeled or track-laying equipment shall not be operated in areas identified as needing special measures for the protection of cultural resources, except on roads, landings, tractor roads, or approved skid trails. Unless agreed otherwise, trees will not be felled into such areas. Contractor may be required to backblade skid trails and other ground disturbed by Contractor's operations within such areas in lieu of required cross ditching.

Contractor shall immediately notify Forest Service if disturbance occurs to any area identified as needing special protection measures and shall immediately halt operations in the vicinity of the disturbance until Forest Service authorizes Contractor to proceed. Contractor shall bear costs of resource evaluation and

restoration to identified sites. Such payment shall not relieve Contractor from civil or criminal remedies otherwise provided by law.

Forest Service has exercised due diligence and followed established protocols in identifying known areas needing special protection measures. Nevertheless, nothing in this provision shall be interpreted as creating any warranty that all locations and special measures for the protection of plants, animals, cultural resources, and cave resources have been described herein, elsewhere in the contract, or designated on the ground.

Label on Contract Area Map	Restrictions
All Cutting Units	**From March 1 through August 31, 2028, all operations involving chainsaws, feller-bunchers, skidders, tractors, and dozers are prohibited. Only loading and hauling activities are permitted during this period. This restriction shall remain in effect for the remainder of the period of performance.**
ATP	**Equipment Exclusion Zone - All operations are prohibited in this area.**

20. PROTECTION OF IMPROVEMENTS

So far as practicable, the Contractor shall protect all physical improvements including, but not limited to, roads, trails, ditches, fences, waterlines, and other improvements, existing in the contract area, determined to have continuing need or use, and designated on the Contract Area Map.

The Contractor shall keep all roads and trails needed for fire protection or other purposes and designated on the Contract Area Map reasonably free of equipment and products, slash, and debris resulting from the Contractor's operations. The Contractor shall make timely restoration of any such improvements damaged by the Contractor's operations and, when directed (because of such operations) shall move such improvements if and as specified by the Forest Service.

All protected improvements will be protected from damage by the Contractor. If any protected improvements are disturbed, the Contractor shall immediately contact the COR and will be liable for the cost of repairs.

PROTECTED IMPROVEMENTS		
IMPROVEMENT	**DESCRIPTION**	**LOCATION**
Roads	All Roads (including associated features)	As identified on Contract Area Map
Fences	In and adjacent to unit 4,5 and 6	As identified on Contract Area Map
Cattleguards	Located on NSFR 64/ D002 and NSFR 255.	As identified on Contract Area Map and Vicinity Map

Forest Service shall notify all utility companies, or other parties affected, and make arrangements for all necessary adjustments of the public utility fixtures, pipelines, and other appurtenances likely to be affected by Contractor's Operations.

When Contractor's Operations are adjacent to properties of railway, telephone, or power companies, or other property, work shall not begin until Contractor has identified actions necessary to prevent damage.

Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and/or rearrangement operations in order that these operations may progress in a reasonable manner, utility duplication or rearrangement work may be reduced to a minimum, and services shall not be unnecessarily interrupted.

In the event of interruption to utility services be- cause of accidental breakage or as a result of lines being exposed or unsupported, Contractor shall promptly notify the proper authority and shall cooperate with that authority in the restoration of service until the service is restored.

When materials are to be hauled across the tracks of any railway, Forest Service will make arrangements with the railroad for the use of any existing crossing or for any new crossing required. Contractor shall make arrangements for use of alternate crossings. All construction work to be performed by Contractor on the rail-road right-of-way shall not damage railroad company's property.

21. STREAMCOURSE PROTECTION

"Streamcourses" that are subject to provisions of this Section are shown on Contract Area Map. Unless otherwise agreed, the following measures shall be observed to protect Streamcourses:

(a) Contractor's Operations shall be conducted to prevent debris from entering Streamcourses, except as may be authorized under paragraph (d). In event Contractor causes debris to enter Streamcourses in amounts that may adversely affect the natural flow of the stream, water quality, or fishery resource, Contractor shall remove such debris as soon as practicable, but not to exceed 48 hours, and in an agreed manner that will cause the least disturbance to Streamcourses.

(b) Culverts or bridges shall be required on Temporary Roads at all points where it is necessary to cross Streamcourses. Such facilities shall be of sufficient size and design and installed in a manner to provide unobstructed flow of water and to minimize damage to Streamcourses. Trees or products shall not be otherwise hauled or yarded across Streamcourses unless fully suspended.

(c) Wheeled or track-laying equipment shall not be operated in Streamcourses, except at crossings designated by Forest Service or as essential to construction or removal of culverts and bridges.

(d) Flow in Streamcourses may be temporarily diverted only if such diversion is necessary for Contractor's planned construction and Forest Service gives written authorization. Such flow shall be restored to the natural course as soon as practicable and, in any event, prior to a major storm runoff period or runoff season.

Label on Contract Area Map	Restrictions
N/A	N/A

22. PROTECTION OF PROPERTY

In maintenance, construction and reconstruction of roads, Contractor shall not unnecessarily remove, deface, injure, or destroy trees, shrubs, or other natural features, unless specifically authorized. To the extent

practicable, Contractor shall confine operations to within the clearing limit or other areas designated in the contract and prevent the depositing of rocks, excavated materials, stumps, or other debris outside these limits. Material that falls outside these limits shall be retrieved, disposed of, or incorporated in the work to the extent practicable and necessary to protect adjacent resource values, unless otherwise agreed.

23. AGAR 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 $5000. The 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.

(End of Clause)

24. FIRE PRECAUTIONS AND CONTROL

1. Fire Period and Closed Season
Specific fire prevention measures are listed below and shall be effective for the period April 1 to October 31 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 shall 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," shall prepare a fire plan in cooperation with the Contracting Officer providing for the prevention and control of fires in the project area. The Contractor shall certify compliance with fire protection and suppression requirements before beginning operations during the fire period and closed season and shall 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 shall, independently and in cooperation with the Forest Service, take all reasonable action to prevent and suppress fires in the project area. Independent initial action shall be prompt and shall 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 shall 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 firefighting 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. Specified Fire Precautions and Emergency Precautions
Specific requirements defined within Attachment 8 – Fire Plan and Appendix B CT7.2# CT7.21#and CT7.22#.

25. FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS — COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (JAN 2025) (DEVIATION FEB 2025)

See parent BPA for full clause text and associated addenda. ***USDA DEVIATIONS EXIST AND CAN BE REFERENCED HERE: USDA FAR Class Deviations ***

26. FAR 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 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 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 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.

ADDENDUM TO FAR 52.212-1: The word quote or quoter is substituted in provision 52.212-1 for the word offer or offeror.

(End of provision)

27. INSTRUCTIONS FOR SUBMISSION OF OFFERS AND OTHER INFORMATION

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

(1) Proposals shall be submitted as two separate documents - a technical proposal **and** a price proposal. Each part shall be separate and complete so that evaluation of one may be accomplished independently of the other. The price proposal shall 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 appropriate 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 shall submit their proposal(s) **electronically** to the Issuing Office in the following format:

(i) Completed, signed offer (The solicitation package, pages 1, the Schedule of Items (Inclusive of Timber) and all certifications).

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

(iii) In addition to a successful firm's response to the solicitation, responses to all Evaluation Factors excepting Relevant Past Performance will be incorporated into the resulting contract by reference at time of award and retain the full force and effect as all of the other contractual terms and conditions hold therein.

(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:

1. Technical Approach

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.

Quality Control Plan. The Contractor shall provide a Quality Control Plan (QCP). Failure to submit the QCP will result in proposals not being evaluated. The QCP shall demonstrate how the Contractor will assure that quality of performance meets the cutting prescriptions, objectives and requirements of the contract.

a. The QCP shall specify:

i. How quality will be monitored and reported to the Contracting Officer and the COR to assure the performance standards are met, including plot numbers and plot size and types, and sample design (units with spacing).
ii. How work will be inspected.
iii. What type of equipment will the Inspector use to do the inspection.
iv. The supervision of the work.
v. Personnel who will be performing the quality control. Indicate whether persons who conduct inspections will have other responsibilities (supervision, production work, etc.).

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 that you anticipate necessary, dependent on

your operations. Please limit this narrative to 4 pages. Include responses to each of these end results, specifications, and objectives:

1. How your operations will limit soil disturbance to no more than 20% in all units.
2. How your operations will implement and accomplish the Designation by Description treatments (consider equipment, need for sample marking, species identification, etc.).
3. How your operations will treat and remove all trees Specified in Appendix B.
4. How your operations will accomplish required road maintenance activities.

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.

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, Supervisor, and individual sub-managers (such as individuals supervising sub-contractors). Limit this response to no more than 1 page.

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.)*

2. 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. Please limit your response to no more than 3 pages.

(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. Please provide:

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

3. Benefit to Local Community

Explain how you will recruit and utilize labor, subcontractors, and other workforces from those counties adjacent to the Lincoln National Forest.

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

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

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

4. <u>Cost/Price</u>

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.

28. INQUIRIES

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer about any aspect of this requirement prior to contract award

29. FAR 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2025)

(a) 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 shall be used to evaluate offers:

The offeror's proposal shall be in the format prescribed and shall 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.

<u>GENERAL</u>: 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. The Government will first conduct a compliance check of the Subcontracting Plan on a pass/fail basis to determine if the submitted plan is compliant to the requirements of 52.219-9. Only those proposals receiving a "Pass" rating will be further evaluated against the Technical and Price factors.

1. Evaluators shall independently review proposals and record notes, strengths, weaknesses, significant benefits, and risks for each factor and subfactor.
2. Convene a facilitated consensus session to determine final ratings per factor; identify the material discriminators; 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 analysis summary will be introduced , and a best-value tradeoff decision will be made.

TECHNICAL CRITERIA. The technical proposals will be evaluated and ranked according to the following criteria.

1. 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 the Designation by Description is proposed to be implemented.
- How well proposed operations will meet safety considerations?
- How logical and reasonable the proposed sequence and schedule of operations fits the proposed timeframes and what degree, if any, shorter time frames are proposed.
- How experienced are key personnel in the work they will be performing?
- How suitable is the equipment and is it adequate to be used on this contract?
- How well the proposed schedule addresses the treatment and removal of included timber from Forest Service land?
- What method will be utilized to remove all products harvested and what market(s) it will be provided to.
- Which equipment and methodology will be used to preform required road maintenance?
- How quality assurance will be monitored and documented for each bid item.

I2. Relevant Past Performance

The Government will consider the relevance of past performance information obtained in relation to the scope of this RFQ 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 given additional weight in the evaluation process.

Offerors will be evaluated on their past performance of similar type contracts performed within the last three years (5 years for DxD/DxP treatments, if any) 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 given additional weight in the evaluation process.

Offerors with past performance data will be evaluated in the same manner as all other evaluation factors; however, those offerors with no past performance data will treated as an unknown performance risk and neither be evaluated favorably nor unfavorably. Therefore, offerors will receive credit for good past performance, lose credit for poor past performance, and neither receive nor lose credit for no relevant past performance.

3. 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)

4. Cost/Price Evaluation Criterion

A. The degree of importance of the price will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based, or 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 have a reasonable chance for award.

A. 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.

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

(a) *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. Evaluation of options shall not obligate the Government to exercise the option(s).

(b) *Notice of award:* A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall 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 written information provided by the offeror(s) and utilized by the Government as the basis for award selection.**

30. 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 shall 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:**

31. 452.203-70 Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Certification (Dec 2025)
(a) By submission of its offer, the offeror certifies that:

1. It is compliant with all applicable Federal anti-discrimination laws and the Equal Protection principles of the U.S. Constitution.
2. 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)