Land Management Integrated Resources BPA Call

Issue Date:07/29/2026

Due Date/Time: 08/14/2026, 1400 (PT)

Contractor: BPA No.	12363N2__A4_____	**Project Name**	Angostura & Luna Fuel Removal and Energy Relief Service Contract
BPA RFQ or Call No.	**12363N26Q4219**	**Location**	**Mora, Taos, Rio Arriba, Colfax, San Miguel Counties New Mexico**
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:** **US Forest Service** **National Contracting Operations** **Land Management Branch-LMIR BPA Team**

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
1	Fuelwood Loading, Hauling, & Unloading, (average 25 miles one-way)	115310	2690	**Load**	**$**	**$**
2	Fuelwood Loading, Hauling, & Unloading, (average 35 miles one-way)	115310	930	**Load**	**$**	**$**
	Optional Items (in excess of base items)					
3	Fuelwood Loading, Hauling, & Unloading, (average 25 miles one-way)	115310	Up to 1080	**Load**	**$**	**$**
4	Fuelwood Loading, Hauling, & Unloading, (average 35 miles one-way)	115310	Up to 770	**Load**	**$**	**$**
5	Fuelwood Loading, Hauling, & Unloading, (average 45 miles one-way)	115310	Up to 585	**Load**	**$**	**$**
6	Fuelwood Loading, Hauling, & Unloading, (average 50 miles one-way)	115310	Up to 540	**Load**	**$**	**$**

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 09/30/2028. 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: Landen Archuleta (COR) and Gabriel Romero (Technical POC)

Ordered By: (Name and Signature)

Breanne Parker
Contracting Officer

1. DESCRIPTION/STATEMENT OF WORK

Fuelwood Loading, Hauling, & Unloading via Log Truck (Short-Logger). This work is a response to post fire disaster recovery effort in Mora County resulting from the Hermits Peak Calf Canyon and Luna Fires. Ties to community wood distribution efforts and economic recovery of the area. There is mandatory loads that require hauling due to the HPCC L Fires and additional optional items may be awarded as needed once base item loads are complete or as funding becomes available.

SITE VISIT: An optional site visit will be available Thursday 8/6/26. Contractors will meet at 0900, Camino Real R.D. Penasco NM, 87553, 15160 State Road 75. There will be a short overview of the site visit itinerary and head to the field by 0930.

2. SPECIFICATIONS:

1. Load logs (fuelwood) from existing decks in corresponding units. Logs will average 20ft in length.

2. Haul logs to locations on identified system roads (if necessary) and/or directly to community wood bank sites within the general area.

   a. Locations of these unloading areas will be agreed to but will be within the general area of the locations identified above.

   b. Total miles (one-way) for hauling are average the item miles listed, for delivery to community wood banks. Each item can range plus or minus several miles to their hauling locations. Deck locations on system roads would be within two to three miles distance from designated landings within the project area.

3. Loads will be unloaded at community wood bank sites.

4. This material shall be decked no taller than 10 feet tall unless otherwise agreed upon by the COR. Where practicable, decks should be parallel to roads to facilitate loading and hauling.

3. PROJECT LOCATION AND DESCRIPTION

Hauling will occur within both the Hermit's Peak Calf Canyon (HPCC) Fire and Luna Fire burn footprints. Refer to Contract Area Map (CAM).

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 areas* 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 area* 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, usually daily at first, to assure that work is proceeding satisfactorily. Compliance inspections will be accomplished by 100 percent visual inspection of loads and collection of load delivery documentation.

(B) The Contractor shall notify the COR when assigned loads have been completed per agreed upon deck and distribution location before 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 09/30/2028.

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 **15160 State Road 75, Peñasco, NM 87553 or may be arranged online via Microsoft TEAMs Meeting.**

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, quality assurance, and deliverables as well as explaining experience in log hauling. Include relevant past performance information.

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.

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 contractor will be evaluated on their ability to operate at an emergency pace to remove hazardous woody debris from burned areas in mountainous terrain. Key evaluation factors include:

- Demonstrated experience in wood-hauling operations, specifically handling dry, lightweight woody debris and self-loading/unloading on mountainous terrain.

- Emergency Readiness & Mobilization: Ability to mobilize within 24 hours and maintain an emergency operational pace by hauling at least 10 loads per day between Easter and Thanksgiving, and at least 5 loads per day between Thanksgiving and Easter.

- Equipment Capability: Possession of equipment with sufficient reach and functionality to gather wood on rugged, level-2 roads and ability to traverse paved roads.

- Road & Site Management: Capacity to operate on level-2 roads

Quotes will be evaluated in two steps:

Step 1: Technical Criteria. The technical proposals will be evaluated and ranked according to the following criteria. Technical ratings will be as follows: Outstanding , Satisfactory, Marginal, Unacceptable. Ratings of 'Marginal' or 'Unacceptable' will not be evaluated further. Technical Criteria includes Technical Approach and Availability and Relevant Past Performance.

Technical Approach and Availability:

- Experience working on disaster recovery work in Northern New Mexico related to hazardous fuel removal (log hauling).
- Familiarity with local road systems and routes

- Experience driving on level 2 Forest System Roads and feeder roads.
- Ability to respond within 24 hours and maintain an emergency pace to reduce hazards and support community recovery needs.
- Contractor must have equipment suitable for efficient travel on FS roads and highways.
- Contractor must have equipment that can operate on uneven ground and self-load from decks that are not on flat ground or immediately adjacent to the road. Contractor must unload.
- Contractor should have experience in utilizing local subcontractors to maintain emergency and operational pace.

Step 2: Lowest Price with an acceptable quote will receive the award

8. CONTRACTING OFFICER'S REPRESENTATIVE:

Name: Landen Archuleta
Address: 15160 State Road 75
Penasco, NM 87553

Telephone: 505-614-4247

9. LIST OF ATTACHMENTS

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

Title	Pages
Vicinity Map- *Angostura_Luna_FuelRemoval_EnergyRelief_HaulingSC_CAM_5_22_26*	1
Industrial Fire Plan	5
Wage Determination WD_1969-0115 Rev. 87 5.13.2026	3
FAR Class Deviations and Updates (at end of this document)	2
Notice for Filing Agency Protests (at end of this document)	2
FAR Overhaul | FAR Companion Guide	1

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.