Blue Jay-Falcon Post Fire Fuels Reduction and Forest Health IRSC
12363N26Q4196

Statement of Requirement

LAND MANAGEMENT ACTIVITIES.
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.

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.

Schedule of Items

ITEM NO.	DESCRIPTION OF MANDATORY WORK ACTIVITIES	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	Cut and Deck Designated Trees	Acre	32	$	$
				Total All Mandatory Service Items	**$**
ITEM NO.	**DESCRIPTION OF OPTIONAL WORK ACTIVITIES**	**UNIT**	**ESTIMATED QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
2	Remove soft wood logs (16 ccf / 151 Ind. Trees)	CCF	16	$	$
3	Remove oak species in chip form (102 CCF / 673 Ind. Trees)	CCF	102	$	$
4	Additional Dead Trees Cut, Deck, Remove	CCF	1	$	$
5	Rec Site Veg Treatments	Acre	51	$	$
				Total All Optional Service Items	**$**

Timber Subject to Agreement Schedule

SPECIES	PRODUCT	ESTIMATED QUANTITY	UNIT OF MEASURE	MINIMUM ACCEPTABLE OFFER	OFFER (FLAT)	TOTAL OFFER
Combined Hardwoods	08	102	CCF	**$0.25**	**$**	**$**
Combined Softwoods	08	16	CCF	**$0.25**	**$**	**$**
					Total – All Products	**$**

Schedule Notes

These schedules are for pricing/payment purposes. Refer to Instructions to Offerors for business proposal requirements. Evaluation criteria used by the Forest Service for proposals is in Section 22 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 the Schedules: Mandatory Work and Optional Work Activities and Timber or other products Removal Price Schedule. Unit prices prevail.

If funding dictates and it is in the best interest of the government, work items may be awarded by Unit/Acre and for amounts less than the total acreage estimates based on the unit prices quoted.

A site visit is scheduled for August 14 to view the project area and discuss the objectives of this contract. The meeting will take place at 10 am local time at the intersection of Long Canyon Road/Forest Route 6S05 and Ortega Hwy (CA-74)

Technical Data

Scope of Contract

The intent of the Blue Jay / Falcon Post Fire Vegetation Mgmt. Stewardship Service Contract is to secure forestry related commercial services for the cutting and decking of 824 individual dead trees, primarily less than 12 inches dbh; at three distinct sites: El Cariso/Los Pinos Admin sites (2 ac.), Blue Jay Campground (24 ac.), and Falcon Group Campground (6 ac.) The Forest Service anticipates individual dead trees will be cut by hand with chainsaws and rubber-tired/tracked low ground pressure equipment will be used to transport cut tree boles, limbs, and tops to a decking location as specified within Appendix A.

Subject to Forest Service funding and prospective contractor proposals, further processing and disposal of forest products off National Forest System lands may occur through Timber Subject to Agreement and execution of Optional Work Items 2 and/or 3.

Optional Work Item 4 provides for additional undetermined quantities of dead or hazardous tree cutting and decking which were not identified during the initial timber cruise in winter ‘25/’26.

Optional Work Item 5 – Rec. Site Vegetation Treatments includes the cutting/pruning of dead portions of shrubs and tree limbs by hand with chainsaws and pole saws within, and to a set distance of, each campsite. Cut material would be yarded by hand or low ground pressure rubber-tracked/tired machinery to access points for chipping. Depending on award of optional work item 3 and contractor identified markets, contractor may broadcast chips back onsite not exceed 2 inches in depth or remove from contract area.

Restoration of staging areas, skid trails, tractor roads to near pretreatment conditions is required and anticipated to be accomplished through a combination of equipment and hand tools.

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

(b) Project Location- The Contract Area is located entirely on National Forest System lands administered by Trabuco Ranger District of the Cleveland National Forest within Orange County, California. The nearest city is Lake Elsinore, approximately 25 minutes east along Ortega Hwy (CA-74).

From interstate 15, take the Central Ave / CA-74 off ramp, heading west on Central Ave, turning north on Collier Ave, then west onto Riverside Drive (1.7 mi) to Grand Ave (0.7 mi), before turning west onto Ortega Highway for 6.5 miles. Turn R. onto Forest Route 6S05 / Long Canyon Rd for 2.6 miles till Blue jay Campground is reached. All road surfaces are paved.

Due to recent wildfire activity, long canyon road is gated north of its intersection with Ortega Hwy (CA-74). Locked gates can also be found at each campground entrance. A Forest Service Key would be transferred to Contractor for duration of contract term.

(c) 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 work shall not be such as to cause unnecessary delay to Contractor.

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.

Attachments

Title	Pages
2. Blue Jay-Falcon Appendix A	7
3. Blue Jay-Falcon Appendix B – Tree Measurement	14
4. Contract Area Map	1
5. Blue Jay-Falcon Cruise	44
6. Fire Plan	7
7. SCA WD No 1977-0727, Rev 80 05132026	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.

52.252-2 Clauses Incorporated by Reference Feb 1998

This solicitation incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also the full text of the clause may be accessed electronically at Internet address https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

52.212-4 Terms and Conditions—Commercial Products and Commercial Services (Nov 2025)

See parent BPA for full clause text

COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

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 **April 30, 2027.** The time stated for completion shall include final cleanup of the premises.

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 as approved by the Contracting Officer.

FOREST PRODUCT APPRAISAL METHODOLGY

Minimum acceptable offer rates for Timber and Product removal were determined using standard Forest Service appraisal methodologies.

TIMBER PRODUCT VOLUME ESTIMATION

Quantities listed in Timber Subject to Agreement 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.

CONTRACT OPERATIONS SCHEDULE

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 work shall not be such as to cause unnecessary delay to Contractor.

Contractor shall, before commencing operations, provide in writing an annual Operating Schedule of anticipated major activities and needs for logging Included Timber and completing stewardship projects, such as logging, road maintenance, and construction. Upon reasonable notice to Forest Service, such a schedule shall be subject to modifications necessitated by weather, markets, or other unpredictable circumstances.

Contractor's Operations may be conducted outside Normal Operating Season. "Normal Operating Season" is the period(s) beginning and ending on the dates stated below.

Timeframe	Restriction Description
March 1 to October 31	Normal Operating Season
March 15 to September 15	Migratory Bird Limited Operating Period. Restriction on Dead Tree Cutting
November 1 to February 28	Outside Normal Operating Season – Operations off improved surfaces restricted based on soil moisture

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 conducted on MS Teams

KEY PERSONNEL

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

Overall Project Manager
Foreman (may be same as project manager)
Sawyer(s)
Equipment Operator(s)

(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.

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.

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
Gates	At ingress/egress into developed campgrounds and within campgrounds to separate loops or group sites	As identified on Contract Area Map or observed on the ground
Developed Campgrounds	Kiosks, paved road spurs, bollards, fee stations, trashcans, bathrooms, shower buildings, water spigots, picnic tables, fire pits, BBQ's, Carsonite fiberglass posts, tent pads, amphitheaters, improved trails paved or native, fences, pipe rail, utility boxes, rock & mortar retaining walls / fire pits	As Identified on the Contract Area 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.

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
Streamcourses	Directional felling away from, or parallel to, stream course required to extent practical Equipment shall not operate within 25' of slope break at top of stream inner gorge

AGAR 452.236-70 Emergency Response, Fire Suppression, and Liability.

(a) *Contractor's Responsibility for Responding to Emergencies.* When directed by the contracting officer, the Contractor shall 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. An equitable adjustment for the temporary use of employees and equipment will be made under the Contract Terms and Conditions—Commercial Products and Commercial Services Changes clause, FAR 52.212-4 (c).

(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, shall immediately extinguish all fires on the work site other than those fires in use as a part of the work. The Contractor may be held liable for all damages and for all costs incurred by the Government for labor, subsistence, equipment, supplies, and transportation deemed necessary to control or suppress a fire set or caused by the Contractor or the Contractor's agents, subcontractors, or employees subject to the fire classifications listed in subsection (c).

(c) *Fire Suppression Costs.* The Contractor's obligations for cost of fire suppression vary according to three classifications of fires as follows:

(1) *Operations Fire.* An "operations fire" is a fire caused by the Contractor's operations other than a negligent fire. The Contractor agrees to reimburse the Forest Service for such cost for each operations fire, subject to a maximum dollar amount of $37,500. 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, shall be credited toward such maximum. If the Contractor's actual cost exceeds the contractor's maximum obligation stated above, the Forest Service shall 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 shall be borne by the Contractor.

(3) *Other Fires on Contract Area.* The Forest Service shall 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 shall 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 shall be the same as if performance was by the Contractor.

(f) *State Law.* The Contractor shall 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 shall not be withheld pending settlement of any such claim or action based on State law.

(End of Clause)

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 December 1 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 5 – Fire Plan 082012.

OPTIONAL LINE ITEMS

The Government may fund and unilaterally exercise optional line items identified in the schedules, in the quantity and at the awarded price. The Contracting Officer may exercise unfunded options by written notice to the Contractor within the first four months of the period of performance unless otherwise agreed. Optional items may be funded, at the sole discretion of the Contracting Officer, with either (a) appropriated dollars or (b) non-monetary credit unless otherwise agreed between the parties.

OPTION FOR INCREASED QUANTITIY

The Government and the Contractor may, by mutual written agreement, increase the quantity of any line item identified in the schedules. Unless otherwise agreed, such increases shall be at the unit price specified in the contract. Adjustments to quantities may be considered where changed conditions arise that affect performance, mission requirements, or program needs. The parties agree to increase quantities under this clause shall apply during the period of performance, unless otherwise agreed in writing. Any increase in quantities shall require bilateral agreement of the parties. Optional line-item increases may be funded with either (a) appropriated dollars or (b) non-monetary credit as agreed between the parties.

452.203-71 Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Compliance (May 2026)

(a) By entering into this contract, the contractor certifies that:

(1) It is compliant with all applicable Federal anti-discrimination laws and the Equal Protection principles of the U.S. Constitution, and it will remain compliant for the duration of the contract.

(2) Neither it nor any subcontractor or teaming partner operates or funds any program, policy, or initiative that promotes DEI in a manner that violates any applicable Federal anti-discrimination laws, including but not limited to Title VI and VII of the Civil Rights Act of 1964, or the Equal Protection principles of the U.S. Constitution, and the contractor and any subcontractor or teaming partner will not do so for the duration of the contract.

(b) If the contractor participates in, facilitates, or funds programs that implicate Title VI of the Civil Rights Act of 1964 or Title IX of the Education Amendments of 1972, as amended, including but not limited to grants to or for schools, colleges, universities, 4-H programs, non-governmental organization (NGO) programs, sports programs, and education-related grants to prisons or other

detention facilities, the contractor certifies that it will remain compliant with those laws, including the requirements set forth in Executive Order 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity.

(c) The contractor affirms that the above requirements are conditions of payment that go to the essence of the contract and are therefore material terms of the contract. Payments under the contract are predicated on compliance with the above requirements, and therefore the contractor is not eligible for funding under the contract or to retain any funding under the contract absent compliance with the above requirements.

(d) This certification reflects a change in the Government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this contract.

(e) Submission of a knowing false statement relating to contractor's compliance with the above requirements and/or eligibility for the contract may subject the contractor to liability under the False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001.

(f) The contractor must include the provisions of this clause in all subcontract solicitations.

(g) Failure on the part of the contractor or its subcontractors to comply with the terms of this clause may be grounds for the Contracting Officer to terminate this contract for default.

(End of Clause)

AGAR 452.203-72 Unenforceable Supplier Terms (MAY 2026)

(a) Definitions.

Supplier terms mean provisions customarily drafted by vendors of supplies or services and intended to create a binding legal obligation on the end user. The term applies:

1. Regardless of the format or style of the document. For example, supplier terms may appear in standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another similar legal instrument or agreement, and may be presented as part of a proposal or quotation responding to a solicitation for a contract or order or otherwise become effective after the contract date.
2. Regardless of the media or delivery mechanism used. For example, supplier terms may be presented as one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.

(b) Applicability. When any supply or service acquired under this contract is subject to supplier terms, the supplier terms are deemed part of the contract only to the extent they are consistent with this clause. Supplier terms that conflict with any part of this clause, the contract, or Federal law are void and will not be considered incorporated into a contract, even if they are physically present in a contract documentation or systems. In the event of any inconsistency between supplier terms and this contract, this clause and the terms of the Government contract must govern and supersede any supplier terms in all cases.

(c) Authorization Required. Notwithstanding any other provision, no supplier terms must be binding on the Government unless the term is expressly authorized on the USDA Supplier Terms Authorization Form signed by the Contracting Officer, and the completed Authorization Form has been incorporated into the contract.

(d) Unenforceable Terms. Any supplier terms that impose obligations or restrictions inconsistent with applicable Federal law are unenforceable against the Government and deemed stricken from the agreement. This includes, but is not limited to, any clause that:

(1) Requires the Government to pay future fees, penalties, interest, legal costs, early-termination fees, cancellation fees, minimum purchase commitments, true-up payments, seat-count minimums, usage minimums, continued-use charges, or any other financial obligation not expressly authorized by the contract.

(2) Requires the Government to indemnify the contractor or any other entity.

(3) Restricts the Government's ability to obtain similar supplies or services from another source.

(4) Imposes any penalty, financial or otherwise, based on the Government's decision not to exercise an option.

(5) Subjects the United States Government to the laws of any U.S. state, territory, district, municipality, or foreign nation, except where Federal law expressly permits such application.

(6) Requires dispute resolution in a forum or venue other than one prescribed by applicable Federal law.

(7) Establishes a period of limitations for bringing an action that differs from that provided by applicable Federal law.

(8) Grants the contractor rights to use, mine, access, aggregate, analyze, or otherwise exploit Government data, usage data, or metadata.

(9) Deems the Government to have accepted initial or revised terms based on silence, continued performance, or failure to object.

(10) Grants the supplier the right to audit Government facilities, systems, records, or use of the product or service, except as expressly authorized by the contract and applicable Federal law.

(11) Requires the Government to accept supplier security requirements, network access requirements, monitoring, penetration testing, or other technical or security measures.

(12) Permits the supplier to suspend, degrade, or terminate access to products or services based on alleged non-payment, alleged breach, automated security triggers.

(13) Limits the Government's right to use, install, access, test, evaluate, or transfer the licensed product or service in any manner consistent with the contract and Federal law.

(14) Requires the Government to store, process, maintain, or transmit data in a particular geographic location, or permits the supplier to transfer Government data outside the United States, except as expressly authorized by applicable Federal law.

(15) Authorizes the supplier to use the Government's name, seal, trademark, logo, or any reference to the Government as an end user or customer for marketing, publicity, promotional activities, press releases, or similar purposes.

(16) Incorporates by reference, or requires the Government to accept, terms or conditions imposed by any third party, subcontractor, or upstream service provider, unless such terms are expressly incorporated into the contract by bilateral modification.

(17) Limits, conditions, or negates the contractor's performance obligations, service levels, or remedies through a supplier-provided service level agreement (SLA).

(18) Uses Government data, usage data, metadata, prompts, content, or interactions to train, fine-tune, improve, or derive any artificial intelligence, machine learning, or automated decision-making model.

(19) Subjects the Government to automated decision-making, automated risk scoring, automated content moderation, or any algorithmic process that may affect access, performance, or rights under the contract.

(20) Utilizes artificial intelligence or algorithmic tools that produce decisions, recommendations, or outputs affecting contract performance without providing transparency, explainability, auditability, and bias-mitigation consistent with applicable Federal law and policy.

(21) Profiles, tracks, or analyzes Government user behavior, preferences, communications, or interactions for personalization, marketing, or algorithmic optimization purposes.

(e) Non-binding Actions. Neither the Government nor any Government authorized end user is deemed to have consented to any term, condition, or clause by virtue of its inclusion in the supplier agreement or through the use of clickwrap, browsewrap, "I agree" mechanisms, or similar means. Execution of such mechanisms does not bind the Government or its authorized end users to any unenforceable terms.

(f) End user. The supplier agreement must bind the ordering activity as the end user to the extent it does not conflict with the terms of this clause, but it must not bind or impose personal liability on any Government employee or any person acting on behalf of the Government in their personal capacity.

(g) Law and disputes. The supplier agreement is governed by Federal law.

(h) Statutory exception. This clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(i) Continued performance. The supplier or licensor must not unilaterally revoke, terminate, or suspend any rights granted to the Government except as allowed by the contract. If the supplier or licensor believes the ordering activity to be in breach of the supplier agreement, it must pursue its rights under the Contract Disputes Act or other applicable Federal statute while proceeding diligently with performance, pending final resolution of any dispute in accordance with the Disputes Clause at FAR 52.212-4(d) or FAR 52.233-1, as applicable.

(j) Arbitration. Binding arbitration must not be used unless specifically authorized by agency guidance.

(k) Equitable or injunctive relief. Equitable or injunctive relief, including the award of attorney fees, costs, or interest, may be awarded against the United States Government only when explicitly provided by statute (e.g., the Prompt Payment Act or the Equal Access to Justice Act).

(l) Revisions to supplier agreements. Any revisions to the supplier agreement must be incorporated into the contract using a bilateral modification. Unilateral revisions are not binding on the Government.

(m) No automatic renewals. If any license or service tied to periodic payment is provided under the supplier agreement (e.g., annual software maintenance or annual lease term), such license or service must not renew automatically upon expiration of its current term without prior express written consent from an authorized Government representative.

(n) Indemnification. Any clause of the supplier agreement requiring the supplier or licensor to defend or indemnify the end user is amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(o) Taxes or surcharges. Any taxes or surcharges which the supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the associated Government contract or order and must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed otherwise.

(p) Non-assignment. The supplier agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted by FAR 52.212-4(b) or FAR 52.232-23, as applicable.

(q) Confidential information. If the supplier agreement includes a confidentiality clause, such clause is amended to state that neither the agreement nor the contract price list, as applicable, must be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in the supplier agreement to the contrary, the Government may retain any confidential information as required by law, regulation, or its internal document retention procedures for legal, regulatory, or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of the supplier agreement.

(r) Conflict with Federal law. If any other language, provision, or clause of the supplier agreement conflicts or is inconsistent with Federal law or the terms and conditions of this contract, such language, provisions, or clauses will be considered null and void and will not be binding on the United States Government.

(End of Clause)

452.204–70 Modification for Contract Closeout (Apr 2026)

(a) If unliquidated funds in the amount of $1000 or less remain on the contract, the Contracting Officer (Contracting Officer) 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 u and proceed with closeout upon completion of performance, acceptance, and final payment.

(End of Clause)

Solicitation Information

Award Type

It is anticipated that a Firm Fixed Price Contract will be awarded as a result of this synopsis/solicitation. The Government intends to make one award from this solicitation. Therefore, to be considered responsive, contractors must submit pricing for all items.

INQUIRIES

Inquiries and all correspondence concerning this solicitation will be submitted in writing to the point of contact listed in box 7 on the SF-1449. Offerors should contact only the point of contact or Contracting Officer about any aspect of this requirement prior to contract award

SITE VISIT

Offerors/quoters are urged and expected to inspect sites where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

A site visit is scheduled for July 31 to view the project area and discuss the objectives of this contract. The meeting will take place at 10 am local time at the intersection of Long Canyon Road/Forest Route 6S05 and Ortega Hwy (CA-74)

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 will contain a response to each of the areas identified, which affects the evaluation factors for award. The Government will determine best overall value on the basis of the factors described below.

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

1. Evaluators shall Independently review proposals and record notes, strengths, weaknesses, significant benefits, and deficiencies 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 made.

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

Factor 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, forest health, and resource protection) and the stewardship goal (burned area restoration) of the project.

- How contractors' operations will protect Forest Service Improvements through each phase of operations?
- 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 of timber subject to agreement, from cutting to the removal from Forest Service land?
- What method will be utilized to remove timber subject to agreement and what market(s) it will be provided to.
- How quality assurance will be monitored and documented for each bid item.

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

A. **Outstanding**: Proposal demonstrates a clear and logical plan with no identified risks to achieve the required end results, identifies specific key personnel and their positions, little to no scheduled work/contractual conflicts and realistic production rates for work items are provided to complete all work activities in the stated operating seasons, plan is presented in a very logical manner and size of work force reflects the production rates proposed.

B. **Satisfactory**: Proposal demonstrates a clear plan with acceptable risks to achieve the required end results, identifies key personnel or positions, some scheduled work/contractual conflicts that are determined acceptable and production rates for work items are provided to complete work activities within the stated periods of performance for each project area, plan is presented in a logical manner and size of work force reflects the production rates proposed.

C. **Marginal**: Proposal demonstrates a plan with increased risks to achieve the required end results, identification of key personnel or positions is unclear, existing work/contractual obligations are determined an increased risk and no plan is provided to complete work activities within the stated period of performance for each project area.

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

Factor 2- 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 local residents as employees or as subcontractors will be accomplished in terms of retention, expansion, or creation of employment or training opportunities.

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

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

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

A. **Outstanding**: The proposal demonstrates an exceptional approach with a clear, credible plan to utilize local labor, subcontractors, and local businesses located within 50 miles of the administrative boundaries of Cleveland National Forest. Strong, detailed commitments to hire, train, and retain local residents. Extensive use of local subcontractors and vendors across labor, materials, lodging, meals, and supplies. Clear, feasible plans to process, market, or otherwise utilize materials within the project area, contributing to local businesses and emerging/local markets.

B. **Satisfactory**: The proposal meets requirements and demonstrates a reasonable and achievable plan to utilize local labor, subcontractors, and local businesses located within 100 miles of the administrative boundaries of Cleveland National Forest. Adequate commitments to local hiring or training. Demonstrated use of some local subcontractors and vendors. A viable plan to utilize or market removed materials within the project area, though scope or depth may be moderate.

C. **Marginal**: The proposal partially meets requirements with limited use of resources located within 100 miles of the administrative boundaries of Cleveland National Forest. Minimal or vague commitments to local hiring or training. Limited or poorly defined use of local subcontractors or vendors. Insufficient detail on local utilization of removed materials or support to local markets. Proposal raises concerns about the Offeror's ability or willingness to meet local-benefit objectives; moderate-to-high performance risk.

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

Factor 3- Relevant Past Performance

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

Ratings for Relevant Past Performance will be evaluated as follows:

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

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

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

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

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

Factor 4- Cost/Price Evaluation Criterion

A. The importance of price will increase as the differences between technical proposals decrease. Where technical proposals are determined substantially equal, any price advantage to the Government may control award. The

importance of price will also increase when the price is so significantly high as to diminish the value of the technical superiority to the Government.

B. The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, if considered necessary by the Contracting Officer, discussions will be conducted with only those offerors determined to be in the competitive range.
C. The Government will evaluate whether proposed prices are fair and reasonable using one or more of the following: comparison to the Independent Government Estimate (IGE); comparison among competing proposals; comparison to historical prices for similar work; and consideration of current market conditions.
D. The Government may evaluate proposals for unbalanced pricing. Offers with materially unbalanced pricing may pose performance risk and may be rejected if the Government determines that award may result in paying unreasonably high prices or may present unacceptable risk.
E. The Government reserves the right to make an award to other than the lowest priced offeror or to the offeror with the highest non-price evaluation if the Contracting Officer determines that to do so would result in the greatest value to the Government.
F. All pay items on the Schedule of Items must be priced in order to be considered for award.

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

(End of provision)

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 Will include—

(1) The solicitation number;
(2) The name, address, telephone number of the Offeror;
(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;
(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;
(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and
(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

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

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

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.
(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

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

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.
(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.
(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.
(4) A summary of the rationale for award.
(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.
(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

ADDENDUM TO FAR 52.212-1:

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 2025)" 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 in Exhibit 1).

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

(b) Technical Proposal – The technical proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed description of the organization, techniques, and procedures for achieving the objectives of the specifications and the project. Proposals that merely paraphrase the requirements of the Government's specifications or use such phrases as "will comply" or "standard techniques will be employed" will be considered unacceptable and will not be considered further.

As a minimum, the proposal must clearly provide the following:

Factor 1-Technical Approach

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.

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. Include responses to each of these end results, specifications, and objectives:

1. How your operations will protect Forest Service improvements in all units.
2. How your operations will limit soil disturbance within the contract area.
3. How your operations will treat and remove all trees.

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.

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, Foreman, Sawyer(s), and Equipment Operator(s).

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.

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

Factor 2- Benefit to Local Community

Explain how you will recruit and utilize labor, subcontractors, and other workforces from areas adjacent to the Cleveland National Forest. Explain how you will benefit local communities and wood utilization facilities within 100 miles of the administrative boundaries of Cleveland National Forest.

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

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

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

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

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

- Use of local processors, or value-added product manufacturers.
- Contributions to the development or strengthening of existing or emerging local markets.

Factor 3- Relevant Past Performance

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

(a) Submit a list of similar project work that has been completed by your firm or any of your proposed subcontractors in the last 3 years. Experience with implementation and successful accomplishment of vegetation management treatments within developed campgrounds 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.

Factor 4- Cost/Price

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

Period for acceptance of offers.

The Offeror agrees to hold the prices in its offer firm for **90 calendar days** from the date specified for receipt of offers.

AGAR Provisions

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

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

(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.

NOTICE FOR FILING AGENCY PROTESTS

United States Department of Agriculture (USDA) Protest Procedures

The United States Department of Agriculture (USDA) is committed to fair, transparent, and efficient acquisitions. Interested parties with concerns about this solicitation are encouraged to seek resolution through the following USDA procedures.

Tier 1: Contracting Officer Concern Resolution

Submission: Interested parties with concerns about either the solicitation or subsequent award should first submit their concern directly to the Contracting Officer, providing sufficient detail to allow the Contracting Officer to understand and assess the issue.

Process: The Contracting Officer will review the concern, seek clarification as needed, and engage with the interested party to attempt prompt resolution.

Review Timeline: The Contracting Officer will make every effort to provide a response or resolution within 10 business days of receiving the concern.

Effect on Award or Performance: Tier 1 engagement is not considered an official notification of filing an agency protest and does not pause solicitation deadlines, delay award decisions, or suspend contract performance.

Next Steps: If the matter cannot be resolved at Tier 1, the interested party may file a written agency protest under Tier 2.

USDA encourages all parties to seek resolution with the Contracting Officer before filing an agency protest.

Tier 2: Agency Protest

If concerns cannot be resolved at Tier 1, an interested party may file a written agency protest with either the Contracting Officer or the USDA Independent Review Authority. The decision by the USDA Independent Review Authority is an alternative to a decision by the Contracting Officer. The USDA Independent Review Authority will not consider an appeal of the Contracting Officer's decision on an agency protest.

The protest must state whether the protester elects review by the Contracting Officer, by the UDSA Independent Review Authority. If no election is stated, the Contracting Officer will decide the protest.

Required Information: Protests shall include the information set forth in FAR 33.104-4 (a)(3). Failure to submit the required information may result in a delay or dismissal of the protest.

Submission: Agency protests should be submitted electronically to SPE.inquiry@usda.gov and the Contracting Officer.

Timeliness: Protests must be filed within the timeframes specified in FAR 33.104.

Effect on Award or Performance: Contract awards or performance will be suspended during the protest period unless justified in writing for urgent and compelling reasons or determined to be in the best interest of the Government.

Review Timeline: USDA strives to resolve agency-level protests within 35 business days of receipt.

Election of Forum: By filing a protest with USDA, the protesters agree not to file a protest on the same matter with the Government Accountability Office (GAO) or any other external forum while the agency protest is pending. If such a protest is filed externally, the USDA agency protest will be dismissed.

Questions: Questions regarding this notice or protest procedures should be directed to the Contracting Officer identified in this solicitation.

EXHIBIT 1

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:**