2026 COTTONWOOD HAND-THIN PILE CONTRACT, BUREAU OF LAND MANAGEMENT, HIGH DESERT DISTRICT, WYOMING

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6, as supplemented with additional information included in this notice. This announcement and attachments constitute the only solicitation; quotes are being requested, and a written solicitation will not be issued. Consider this solicitation (140L3726Q0117) as a Request for Quotes (RFQ). This solicitation documents incorporate provisions and clauses in effect through Federal acquisition Circular 2026-01. This solicitation is set-aside for small business. NAICS 115310 – Support Activities for Forestry – Fuels Management Services. The small business size standard is $34.0 million. Product Service Code F014 – Natural Resources / Conservation – Tree Thinning. The resulting purchase order will be a firm-fixed price type purchase order. (SEE ATTACHMENT 140L3726Q0117 – RFQ PACKAGE FOR COMPLETE STATEMENT OF WORK, MAPS, WAGE DETERMINATIONS, AND CLAUSES / PROVISIONS.)

Department of Interior, Bureau of Land Management, High Desert District Wyoming has a requirement to perform thinning, pruning, and piling on a per acre basis with 121 acres. The project area has multiple units located in the South Cottonwood Creek Drainage approximately 21 miles west/southwest of Daniel, WY, on Sec. 7, T32N R114W. Access to the unit will be through private land, notice will be required at least one week before contractor arrival to notify landowners. Access through private lands must follow the route on the maps provided.

Cottonwood Hand-Thin Pile 121 acres x $_____ per acre = $_____

SITE VISIT: There will be no formal scheduled site visits. Offerors are encouraged to site visits on their own.

In accordance with the procedures in FAR Part 12, RFQ 140L3726Q0117 is available for viewing through electronic commerce via Bureau of Land Management's website at https://sam.gov.

Quotes are due Friday, July 24, 2026, 5:00 p.m. MST. Contractors submit quotes by email to benjamin_becker@ios.doi.gov

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

- Contractors must submit their Unique Entity ID (UEI) and CAGE code with their quote.

UEI _____

Total Quote:$ _____

For further information about this requirement, offerors should contact Benjamin Becker at benjamin_becker@ios.doi.gov.

The provisions and clauses attached apply to this solicitation.

Contractors Signature _____

Date: _____

Project Name	2026 Cottonwood Hand-Thin Pile Contract
Scope of Contract	This contract requires selective thinning, pruning, and piling on 121 acres in the Cottonwood Project area on BLM administered land in the Pinedale Field Office. This is a request for quotes from contractors to complete hand thin-prune-pile work on mixed conifer and aspen dominant habitat improvement units. Prices for the bid items should be based on the Description provided below. Please use this Performance Work Statement to assist with quotes. Base quotes on site specific conditions and prescription. PDF Maps are georeferenced for use with mapping apps. Shapefiles can be provided upon request.
Location	The project area has multiple units located in the South Cottonwood Creek Drainage approximately 21 miles west/southwest of Daniel, WY, on Sec. 7, T32N R114W. Access to the unit will be through private land, notice will be required at least one week before contractor arrival to notify landowners. Access through private lands must follow the route on the maps provided. The gate crossing onto BLM administered land must not be left open and secured closed after entering or exiting the site. Travel route around the project units are on an unimproved two-track road system and some sections may not be navigable by larger passenger vans in wet conditions.
Performance Period	August 1st through October 31st, 2026.
Description	The project will promote mature conifer stands and aspen regeneration by selective thinning, pruning, and piling per the specifications on the next page. These units do include slashed materials from treatments completed in 2008. Any existing dead and down material within the piling specifications will be piled. Thinning will be completed based on two separate prescriptions for conifer dominant units and aspen dominant units. Piles will be burned by the BLM/USWFS.
Detailed Unit Information Specifications are on the next page.	Hand Pile – 121 acres **Conifer Dominant Units: 58 acres** Average Slope: 5% - 10% Average Canopy Cover: 30% - 60% Thin to roughly 110 leave trees/acre after thinning, clean up any dead/downed material **Aspen Dominant Units: 63 acres** Average Slope: 5% - 10% Average Canopy Cover: 10% -60% Remove conifer encroachment, clean up any dead/downed material

Specifications

The 26 Cottonwood Piling Project is designed to promote mature conifer stands and promote aspen regeneration by selective thinning, pruning, and piling. Thinning will be completed based on two different prescriptions, unit boundaries for aspen and conifer prescriptions are identified on maps and based on dominant species cover type.

Conifer Unit Thinning Prescription

The best available acceptable leave trees will be selected to achieve a 20' x 20' spacing with 90% variability (2' to 38'). Variability will favor leaving clumps of most desirable, healthy trees over uniform spacing to achieve a final cover of roughly 110 trees per acre.

- No 5-needle pine trees will be thinned, pruned or damaged regardless of size.
- No aspen or 5-Needle Pine will be considered in accounting leave tree spacing. All dead trees/snags less than 16" DBH will be cut.
- Any dead trees/snags under 16" DBH will be cut, remaining snags over 16" DBH will not be considered in accounting leave tree spacing.

Species Preference and Size-Class Guidelines, **to be removed in this order until spacing is achieved**, or all these non-desirable trees have been cut.

1. Remove all non-5-needle conifers less than 8" DBH
2. Excluding 5-needle pines, remove all other unhealthy conifer trees less than 16" DBH, that display the following defects/conditions; severe mistletoe, broom rust, beetle infestation, weak/discolored crowns, or damage to the main bole i.e. split top, dead top, or severe crook.
3. Remaining healthy trees to be removed in the 8"-12" DBH size class utilizing the following table:

Leave Tree Rating Table - remove lowest score first

Subalpine Fir		Spruce, Lodgepole, and Douglas Fir	
<8" DBH	0	8"-10"	3
8"-10"	1	10"-12"	4
10"-12"	2	12" +	5

No healthy trees over 12" DBH will be required to be cut. If all trees that fall under the specifications listed in items 1-4 have been cut and spacing has not been achieved, the residual tree spacing will be deemed acceptable.

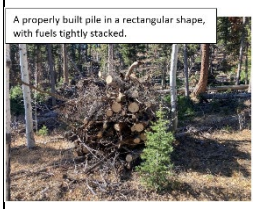
- Additional leave trees may be marked with flagging.

Aspen Unit Thinning

- All non-5-needle conifers up to 12" DBH will be removed
- All dead trees/snags less than 16" DBH will be cut.

Additional specifications that apply to both units

	• No live aspens will be required to be removed. They may be removed if they pose a safety risk and mitigation is required or must be cleared to accommodate pile locations. Any live aspen that are cut will be piled to piling specifications. • All stumps will be **flush cut** and 4" or less above the ground, or 6" above natural obstruction i.e. large rocks/boulders, measured from the uphill side. **Staubs cut at angles to the ground exposing sharp points will not be accepted and will be recut**. • All limbs will be severed from the stump including subalpine branches that emerge from the duff within a short distance of the stump. • Trees will not be left "hung up" in adjacent leave trees. Additional non-5-needle trees outside of the above specifications may be cut to mitigate trees that become entangled or pose any other safety concerns. • Care will be taken to avoid damage to fences from felling activities. Any damage made to fences will be the contractor's responsibility to repair immediately. • Additional leave trees may be marked with flagging. **Pruning Specifications** • No Pruning of 5-Needle Pines • All other leave trees will be pruned to 6' above ground, measured from the uphill side. • All limbs will be cut to leave a roughly ½" limb collar. Care will be taken not to damage the bole during limbing. **Any excessive damage to the bole during limbing will result in the tree needing to be cut and piled with other activity fuels.** • Any limbs that emerge higher up the bole and extend below 6' from the ground will be severed at that 6' level to achieve a 6' canopy base height. **Piling** • All slash between 1 inch and 8 inches in diameter and greater than 2 feet in length shall be piled. This will include previously slashed material from treatments that occurred in 2008. Due to the dry climate conditions in this area, this material is still sound and must be pilled. • Limbs will be severed from the boles and placed in piles to maximize compaction; **loose piles will not be accepted**. • All live material greater than 8" DBH shall be cut to lengths no greater than 10'. **These lengths will be scatted to maximize ground contact, and these un-pilled larger materials must be separated and not left stacked, crossing each other, or resting on top of each other in any way. These larger materials will not be included in piles and any of these larger bole materials will be cut away so they do not contact or protrude out of the piles.** • All piles shall be constructed by laying limbs, stems, cut boles, and other slash parallel in the pile so as to be rectangular in shape, see diagrams below.



- Slash less than 1 inches in diameter **<u>and</u>** less than 2 feet in length shall be left on the ground. Slash left on the ground shall not exceed 6 inches in depth.
- Any materials that are thinned within the units and are felled out of the units will need to be placed in the piles, piles must be located within the unit boundaries. Slash will be moved up to 100' and piled under subalpine fir to ensure mortality.
- Slash that causes large air spaces in piles shall be cut to eliminate air spaces. Each pile shall include an area of small sized slash (small branches less than ¼ to ½ inch in diameter and/or small branches with needles or leaves attached) to provide "kindling" for prompt ignition and to aid in combustion of larger slash. These fuels shall be placed in the center of the pile.
- Maximum pile size shall be 14 feet in length, 12 feet in width, and 10 feet in height. Minimum pile size shall be 8 feet in length, 7 feet in width by 6 feet in height at the time of final inspection. **Any slash protruding more than one (1) foot beyond the general contour of the pile shall be cut off and placed in the pile**.
- Piles will be built with the goal of killing living overstory Subalpine Fir when piles are burned. Piles **will** be located underneath the dripline and adjacent to these subalpine fir individuals to the extent possible and must retain a rectangular structure.
- Piles will be placed at least 10' away from the dripline of any non-subalpine fir leave trees, i.e. lodgepole, 5-needle, spruce, Douglas fir.
- Piles will not be placed in ephemeral drainages, riparian vegetation, seeps, and bogs.
- Piles will be placed a minimum of 10 feet from fence lines and two-track roads.
- Boles and other material that display obvious rot and decay and is likely to crumble will not need to be disturbed or placed in piles.
- If any trees with historic carvings are found in the units, piles will be placed a minimum of 20' away and trees will be reported to the COR/designated inspector.

Units are designated on the attached project maps for treatment. Unit boundaries are not flagged, see PDF maps for guidance on the unit boundaries.

Throughout operations, progress through the units will be evaluated and any adjustments needed to meet specifications will be addressed.

Noxious Weeds	Ensure that all vehicles are cleaned prior to operating on Governments lands. Remove all dirt, grease, and plant parts that carry noxious weed seeds or vegetative parts. This may be accomplished with a pressure hose. In addition, if equipment is found operating in a noxious weed area, the equipment must be cleaned before leaving project or moving to another area in location identified by COR.

C.1 Inspection and Acceptance

Piling Inspection Procedure	The Contracting Officer or designated representatives will make periodic inspections, which may include plots. The Contractor or representative is encouraged to observe the inspection and will receive inspection summaries upon request. Acceptance of work shall be based on compliance with all Specific Tasks that correspond to the treatment. A minimum basic quality of 85 percent is required for payment. If the work quality falls below 85 percent, the Contractor must improve the quality of work.
Measurement and Payment	The acreage was measured on a horizontal plane within the established boundaries.

Clauses

FAR 52.212-4 TERMS AND CONDITIONS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (RFO DEVIATION MAR 2026).

---Addendum to 52.212-4---

DIAR 1452.201-70 AUTHORITIES AND DELEGATIONS (SEP 2011)

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

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

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

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

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

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

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

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

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

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

action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

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

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

(End of Clause)

DOI-AAAP-0028 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS-INVOICE PROCESSING PLATFORM (IPP) (FEB 2021)

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

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

https://www.ipp.gov.

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

Contractor Invoice

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

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

(End of Local Clause)

FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (RFO DEVIATION MAR 2026).

52.242-15 STOP-WORK ORDER (AUG 1989)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

Federal Acquisition Regulation: https://www.acquisition.gov/far
Department of the Interior Acquisition Regulation: https://www.acquisition.gov/diar

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

--- End of Addendum to 52.212-4---

FAR 52.203-17 CONTRACTOR EMPLOYEE WIHISTLEBLOWER RIGHTS (Nov 2023).

52.209-6 PROTECTING THE GOVERNMENT'S INTERST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (RFO DEVIATION MAY 2026).

FAR 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (RFO DEVIATION JAN 2026) (15 U.S.C. 644).

FAR 52.223-23 SUSTAINABLE PRODUCTS (RFO DEVIATION MAY 2026)

(a) *Definitions.* As used in this clause—

Sustainable product means—

(1) A product that contains recovered material designated by the EPA under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products).

(2) An energy-efficient product or low standby power device (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (https://www.energy.gov/eere/femp/search-energy-efficient-products, https://www.energystar.gov/products?s=mega, and https://www.energy.gov/femp/low-standby-power-product-list).

(3) A biobased product that meets the content requirements of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR Part 4270) (https://www.biopreferred.gov/).

(4) A substance identified in the EPA's Significant New Alternatives Policy (SNAP) program as a safe alternative to an ozone-depleting substance (42 U.S.C. 7671l) (40 CFR part 82, subpart G) (https://www.epa.gov/snap/unacceptable-and-acceptable-substitutes-tables).

(b) *Requirements*. The Government has identified in the statement of work or elsewhere in the contract

the sustainable products that are required during the performance of this contract. The Contractor shall ensure that it provides sustainable products as required by this contract, when the products are—

(1) Delivered to the Government;

(2) Furnished for use by the Government;

(3) Incorporated into the construction of a public building or public work; or

(c) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract.

(End of clause)

FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (RFO DEVIATION MAY 2026) (29 U.S.C. 793).

FAR 52.222-41 SERVICE CONTRACT LABOR STANDARDS (RFO DEVIATION MAY 2026) (41 U.S.C. Chapter 67).

FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (May 2014).

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C.5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class Monetary Wage-Fringe Benefits

[List as necessary]

(End of clause)

FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (RFO DEVIATION MAY 2026) (22 U.S.C. chapter 78 and E.O. 13627).

FAR 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (RFO DEVIATION MAY 2026).

FAR 52.225-13, RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (Feb 2021) (E.O.'s, PROCLAMATIONS, AND STATUTES ADMINISTERD BY THE OFFICE OF FOREIGN ASSESTS CONTROL OF THE DEPARTMENT OF THE TREASURY).

FAR 52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAR 2026) (E.O. 13513).

FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT2018) (31 U.S.C. 3332).

52.222-55 MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (May 2026)

(a) Definitions. As used in this clause—

United States means the 50 states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, *et seq.*).

Worker –

(1)

(i) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 14026, and–

(A) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(B) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(ii) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(iii) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)

(i) A worker performs *on* a contract if the worker directly performs the specific services called for by the contract; and

(ii) A worker performs *in connection* with a contract if the worker's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

(b) Executive Order Minimum wage rate.

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of $15.00 per hour beginning January 30, 2022.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2023, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on https://www.sam.gov (or any successor website), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)

(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 23.230, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance or any applicable contract establishing a minimum wage higher than the E.O. 14026 minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 23.240(b) and 23.280 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than $30 a month in tips.

(c)

(1) This clause applies to workers as defined in paragraph (a). As provided in that definition–

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to–

(i) Contracts or subcontracts to which the States of Texas, Louisiana, or Mississippi, including their agencies, are a party;

(ii) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O.,
i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(iii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to-

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29
U.S.C. 214(a) ;

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b) ; and

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/agencies/whd/government-contracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may

post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) Payroll Records.

(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 23.260 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) Disputes. Department of Labor has set forth in 29 CFR 23.510, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 23. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) Antiretaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

FAR 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (RFO DEVIATION MAY 2026).

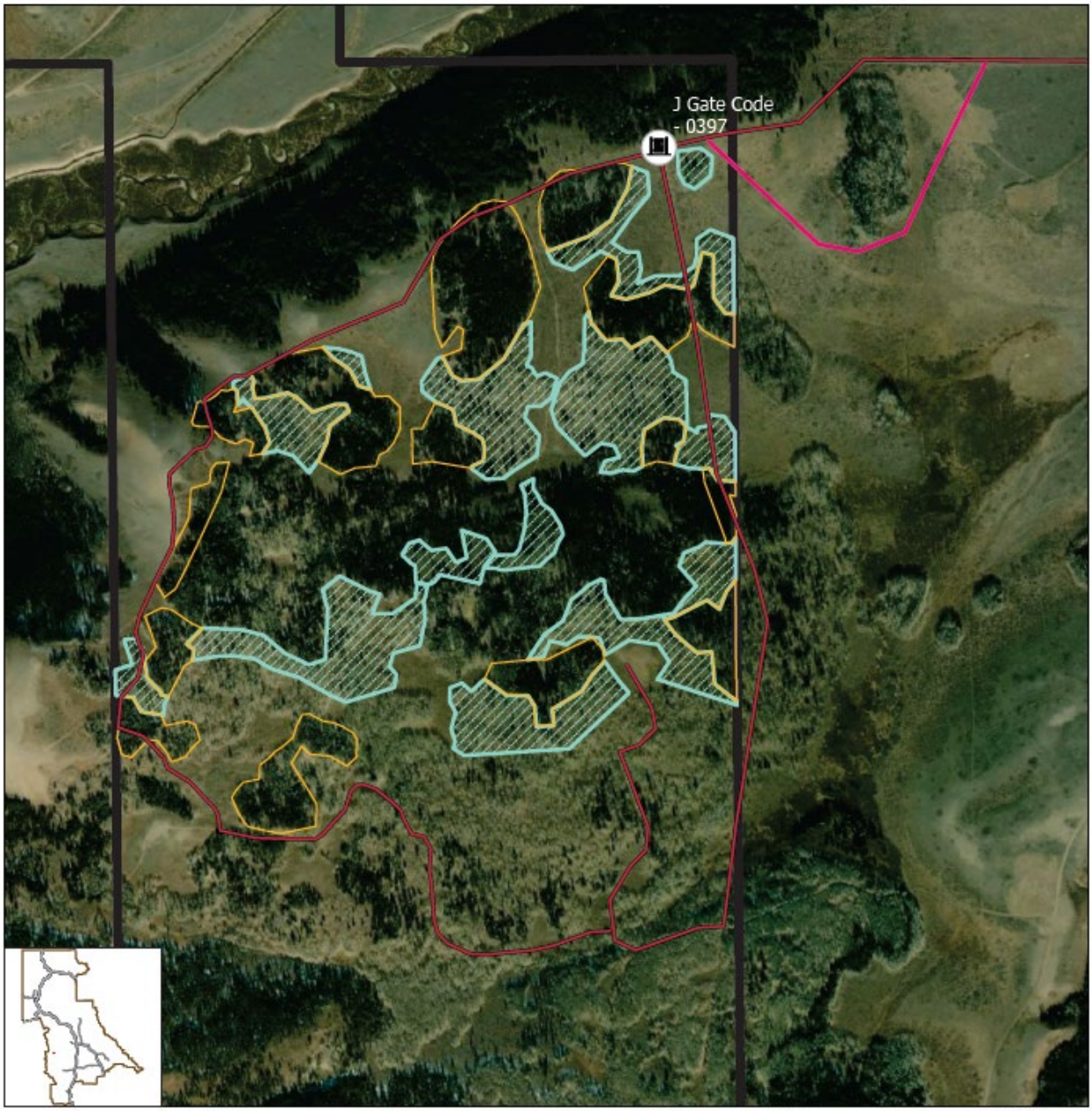
Contract Documents, Exhibits, or Attachments

2026 Cottonwood Piles Unit Map

Bureau of Land Management
Pinedale Field Office
P.O. Box 768
Pinedale, WY 82941
307-367-5300

Wyoming

6/25/2026



0 0.13 0.25 0.5 Miles

Legend

- CottonwoodProjectArea
- Conifer_Dominant_Thin_Pile
- Aspen Dominant_Thin_Pile
- Travel Route
- Gates
- Alternate Travel Route In Wet Conditions

N

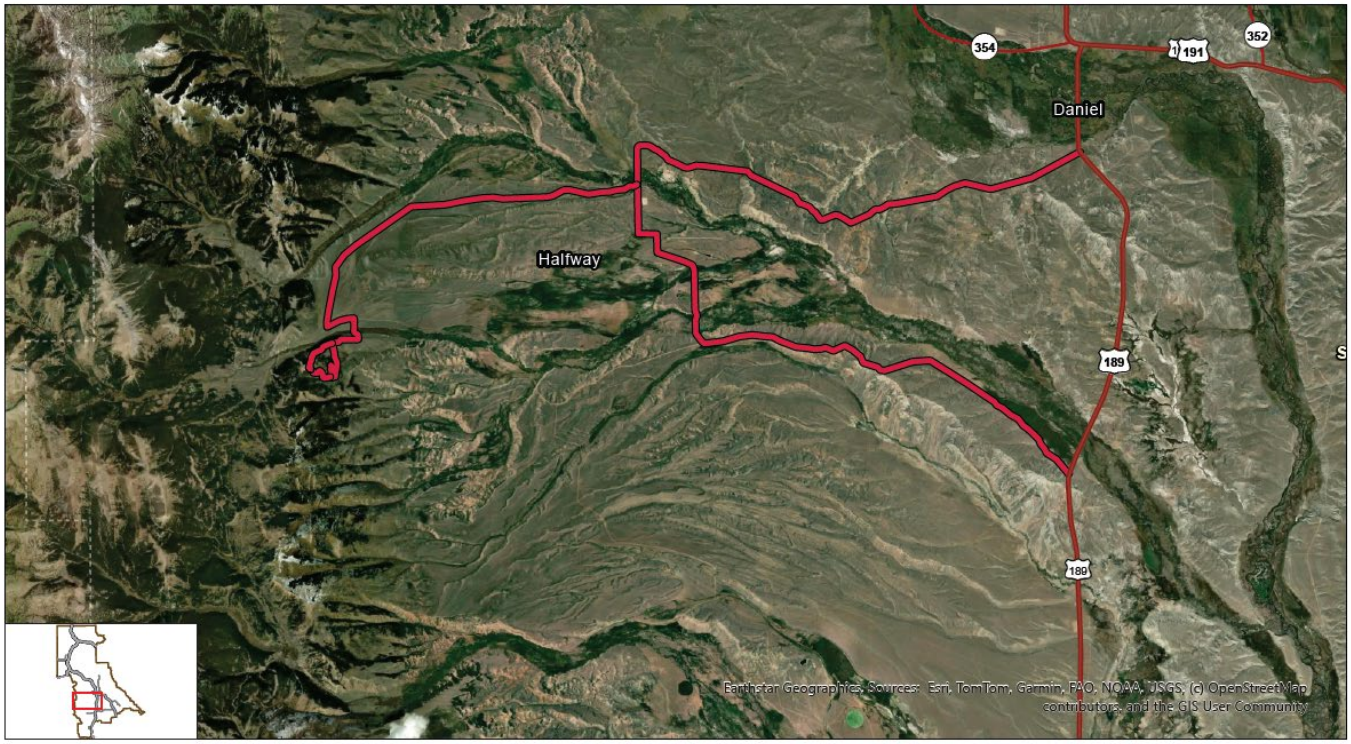
No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of this map or the data displayed for individual use or aggregate use with other data.

2026 Cottonwood Piles Travel Map

Bureau of Land Management
Pinedale Field Office
P.O. Box 768
Pinedale, WY 82941
307-367-5300

Wyoming

6/18/2026



Travel Route US Highway - WY

N

0 2 4 Miles

0 4 Kilometers

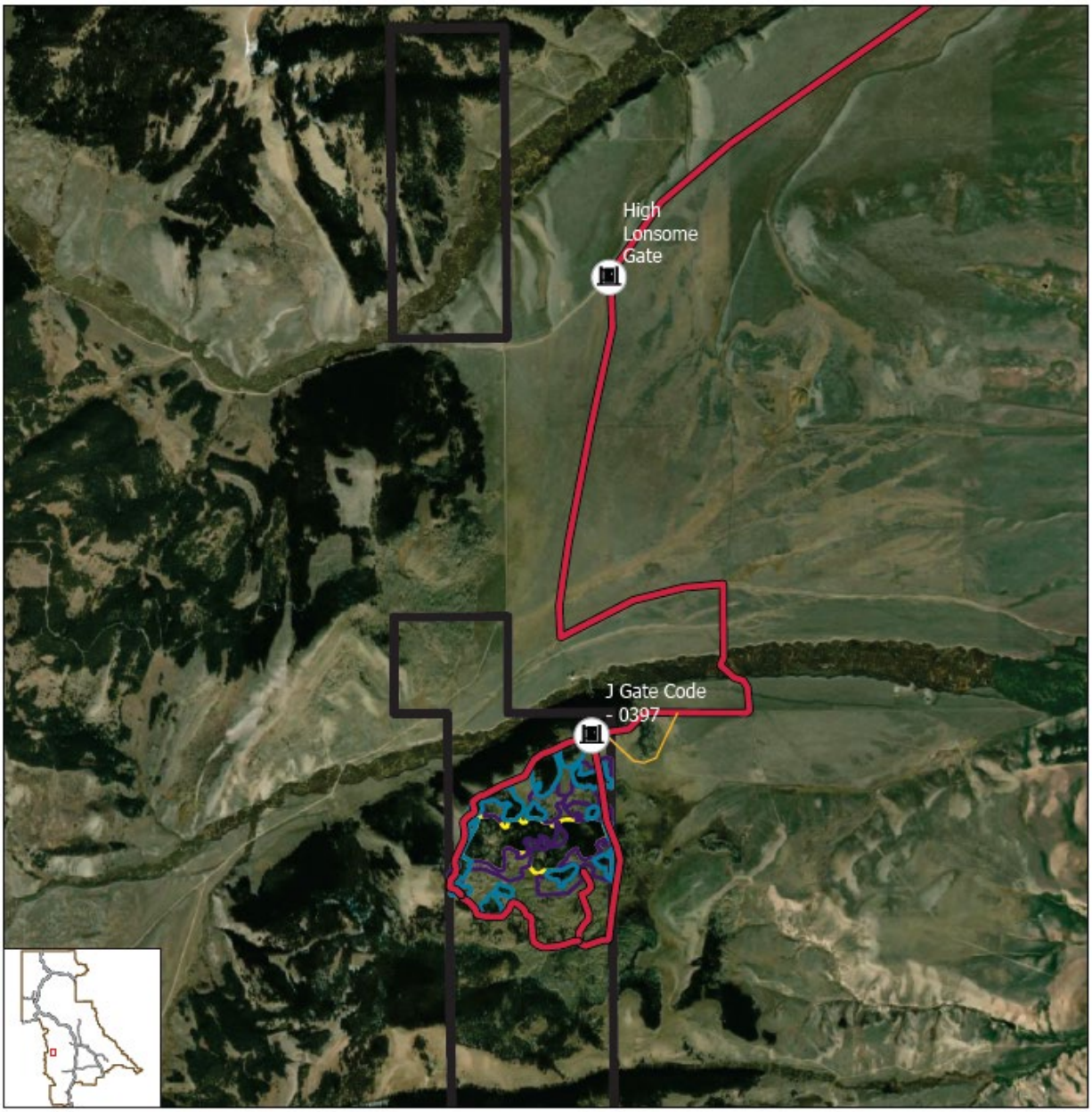
No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of this map or the data displayed for individual use or aggregate use with other data.

2026 Cottonwood Piles Private Access Route Map

Bureau of Land Management
Pinedale Field Office
P.O. Box 768
Pinedale, WY 82941
307-367-5300

Wyoming

6/23/2026



0 0.5 1 2 Miles

Legend

- CottonwoodProjectArea
- Conifer_Dominant_Thin_Pile
- Aspen Dominant_Thin_Pile
- Travel Route
- Gates
- Alternate Travel Route In Wet Conditions

N

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of this map or the data displayed for individual use or aggregate use with other data.

Provisions

FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (RFO DEVIATION MAR 2026).

---Addendum to 52.212-1---

DIAR 1452.215-71 USE AND DISCLOSURE OF PROPOSAL INFORMATION -- DEPARTMENT OF THE INTERIOR (APR 1984)

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend: "The information specifically identified on pages ___of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information
not be used in whole or part by the government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract."

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:
"This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal."

(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the

contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

(End of provision)

FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT (RFO DEVIATION MAR 2026).

52.252-1, SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):
Federal Acquisition Regulation: https://www.acquisition.gov/far
Department of the Interior Acquisition Regulation: https://www.acquisition.gov/diar

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

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

(End of provision)

---End of Addendum to 52.212-1---

FAR 52.212-2 EVALUATION – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (RFO DEVIATION MAR 2026).

(a) Evaluation factors. 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 will be used to evaluate offers:

Past Performance:

Respondent shall submit past performance information on three (3) projects of similar scope and magnitude that were completed as a Prime Contractor within the last three (3) years [six (6) years for construction and A-E] from the solicitation closing date. Past performance information must consist of final performance ratings of the project(s) and/or project references who can provide performance assessments. References shall consist of officials from the issuing contracting agency who oversaw the performance of the project. The Government reserves the right to obtain past performance information from other sources such as the references and the Past Performance Information Retrieval System (PPIRS) and other Federal performance assessments systems but is not limited to these sources, pursuant with FAR subpart 42.15. Respondents with no historical record of past performance will be considered neutral. Information required for each project shall include:

• Contracting agency/customer
• Contract number
• Contract title or meaningful description of services and location
• Award date
• Initial award amount
• Award amount at contract completion
• Contract Completion Date
• Actual Completion Date
• Final performance evaluation with rating or reference information (first and last name, title, office, mailing address, telephone number, and email address)
• Address any adverse past performance information and explain the corrective actions taken to achieve a successful outcome.

Technical Approach:

(a) Technical Approach. Respondent shall describe a realistic plan, to include the means (labor, equipment, and materials) and methods (plan of work), and logical sequencing of activities (including interdependencies of activities) necessary to successfully complete the work within the required performance period. The plan shall list the specific equipment availability, crew(s) (size and composition) proposed to work concurrently, any other available resources, and daily production rate required.

(b) Schedule and Resource Management. Respondent shall submit a schedule identifying the milestones and critical path to successfully completing this work in addition to a list of available equipment and crew(s) (to include the size and composition of the crew) that will be used to perform this work. Respondent shall also address how it intends to meet the contract completion date if there are project delays.

(c) Quality and Safety Management. Respondent shall provide a narrative on the methods it intends for providing the contractor quality control and safety management required on this contract. The narrative shall include how the Respondent will manage decision making on quality issues when there are schedule and/or cost impacts to those decisions, manage subcontractor quality control (if subcontracting is contemplated), identify safety goals, identify any potential high risks on this project and how you intend to mitigate the potential risks, and proposed staffing for quality control personnel and safety manager.

Evaluation factors other than price when combined are significantly more important than price.

Options (if applicable). 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. The evaluation of options does not obligate the Government to exercise the option(s).

(b) Notice of award. A written notice of award or acceptance of an offer 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.

(End of provision)

---Addendum to 52.212-2---

---End of Addendum to 52.212-2---