SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER	
2. CONTRACT NUMBER	
3. AWARD/EFFECTIVE DATE	
4. ORDER NUMBER	
5. SOLICITATION NUMBER	140L0126Q0006
6. SOLICITATION ISSUE DATE	09/09/2026
7. FOR SOLICITATION INFORMATION CALL: a. NAME	Andrew Alger
b. TELEPHONE NUMBER *(No collect calls)*	3032369452
8. OFFER DUE DATE/ LOCAL TIME	09/30/2026 1200 ED

9. ISSUED BY CODE LWA

BLM ACQ & FA (WO855)
20 M Street SE
Washington DC 20003

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR:
☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 115210
SIZE STANDARD: $11

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED ☒ SEE SCHEDULE

12. DISCOUNT TERMS

13a. ☐ THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION ☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE
See Schedule

16. ADMINISTERED BY CODE LWA
See Schedule

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

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

18a. PAYMENT WILL BE MADE BY CODE

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	ADMINISTERED BY: BLM ACQ & FA (WO855) 20 M Street SE Washington DC 20003 US Period of Performance: 10/25/2026 to 10/24/2031 Continued ...				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ______ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REFERENCE ____________ OFFER DATED ____________. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00010	Under this contract, the Contractor must provide all personnel, equipment, tools, materials, facilities, labor, and supervision as well as any additional items and services necessary to provide the work as defined in the Statement of Work (SOW, see Section C), and as directed by the Contracting Officer. The primary purpose of this ORC facilities is to serve as corrals to receive wild horses and burros (WHBs) which have already been prepared for private care placement at other preparation corral facilities. The work consists of providing and maintaining holding corrals or pastures and providing labor and equipment to feed WHBs. Period of Performance: 10/24/2026 to 10/23/2031				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

STOCK RECORD (S/R)

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

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE

42a. RECEIVED BY *(Print)*

42b. RECEIVED AT *(Location)*

42c. DATE RECEIVED *(MM/DD/YYYY)*	42d. TOTAL CONTAINERS

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SECTION B- SERVICES AND PRICES

B.1 PRICING SCHEDULE

Please see Attachment 1, Schedule B

B.2 CONTRACT TYPE

The contract type is Firm-Fixed Unit Price. Unit prices are fixed rates for the life of the contract; however, quantities (e.g. number of animals) may fluctuate. The total contract value is based on the maximum estimated animal capacity, not to exceed 550 animals.

B.3 CONTRACT PERFORMANCE PERIOD

The period of performance is five (5) years from the date of contract award. This includes a base year and four (4) 1-year ordering periods, starting on October 25, 2026.

B.4 EXTENT OF OBLIGATION

The Government is obligated only to fixed unit prices of the contract and estimated quantities that are funded.

B.5 TERMS AND CONDITIONS

The Contractor shall perform the work identified in Section C in accordance with the terms and conditions of this solicitation and resultant contract.
The Contractor shall furnish all personnel, facilities, equipment, materials, supplies, and services necessary for satisfactory performance of the resultant contract. Under the resultant contract, the Contractor shall provide the items of work required to fulfill the requirements of the SOW.

B.6 CONTRACT PRICE REDUCTION

The Contractor may deem it appropriate to offer price reductions due to market conditions, magnitude of work, or other factors under this contract; however, unit prices in the contract may not be exceeded at any time. The Contractor may, at any time during the life of the contract, reduce the fixed unit price of item(s) included in the contract. Any price reduction for the remainder of the life of the contract shall be incorporated into the contract by modification. The Contractor may reduce the fixed unit price(s) of item(s) included in the contract on a one-time basis, for a set period of time, or in any other manner consistent with commercial practice. Economic price adjustments to account for fluctuating commodity prices (e.g. hay, fertilizer/herbicide, or fuel) will not be considered under this contract.

(End of Section B)

SECTION C – STATEMENT OF WORK

1.0 Background

Wild horses and burros on public lands administered by the Bureau of Land Management (BLM) are protected, managed, and controlled under the Wild Free-Roaming Horses and Burros Act of December 15, 1971, as amended (16 U.S.C. 1331-1340) www.blm.gov. The BLM's Wild Horse and Burro (WHB) program is responsible for managing and protecting our nation's wild horses and burros on public lands. As part of this responsibility, the BLM manages nearly 85,000 animals on 26.9 million acres of public lands and must remove excess animals from public lands to control population growth. The excess animals are then cared for in off-range corrals (ORCs) until they can, ideally, be placed in private care, generally through adoption, sale, or transfer.

2.0 Scope of Work

The primary task of the ORC facility is to serve as maintenance and private care placement corrals to WHBs within 50 miles of Pauls Valley, Oklahoma. These facilities will facilitate routine private care placement events to include in-person events, internet-based events, as well provide animals to other off-site placement events or other ORC facilities. The facility will also provide care to mares and jennies which foal at the facility until dependent animals are weaned and prepared for private care placement. The Contractor shall provide all land, facilities, facility maintenance, water and associated infrastructure, and labor and equipment to feed/supplement necessary to perform the requirements of this Statement of Work (SOW). The contractor must supply all facility infrastructure, labor, and services that meet or exceeds the requirements specified in the Comprehensive Animal Welfare Program (CAWP) Standards for Off-Range Corral Facilities (Attachment 2, Section 1).

2.1 General Maintenance Holding Services

a. Provide corrals and adequate facilities to load and unload wild horses and burros.
b. Provide feed and water for all animals on a daily basis.
c. BLM requires WHBs to be maintained in at least a moderate condition (Henneke body condition score (BCS) of 5 or greater). Moderate condition is defined as: neck, withers, and shoulders blend smoothly into body; ribs cannot be visually distinguished but can be easily felt; back is level; fat around tailhead beginning to feel spongy. The minimum acceptable body condition is a Henneke body condition score of 4. No more than 5% of the animals should be < than BCS 5 and no animals should be maintained with a BCS < 3 (unless approved by the COR/PI for a limited amount of time – example: animals coming into a facility that have been transported for a long distance).

d. In addition to animals maintained at the ORC for extended duration, the ORC may need to receive and provide care for loads of horses being transported to other ORCs, satellite adoption events, and off-range pastures.

e. Wild horses and burros as well as contractor saddle horses will be the only livestock maintained and cared for within the contracted square footage at this facility. No other privately owned animals/livestock will be permitted within the contracted square footage at this location unless otherwise stated by the BLM Contracting Officer and COR.

f. If an ORC exceeds in size more than the contracted square footage, the contractor may use that portion to accommodate other livestock at no expense to the government. However, if a non-contracted portion of the ORC exists, it must have its own separate loading and off-loading chutes, squeeze chutes, holding pens, alley ways, feed, and water troughs, etc. Other livestock maintained at the same site must be kept at least 50 yards from wild horses and burros maintained under the contract.

g. Provide observation on a daily basis of animals on site and a record keeping system that documents the frequency and results of observations.

3.0 Facility Specifications

The contractor must supply all facility infrastructure which meets or exceeds the facility requirements specified in the CAWP Standards for Off-Range Corral Facilities (Attachment 2, Section 1). Although major corral facility requirements are listed below, the contractor is required to provide a facility which meets all applicable standards described in Attachment 2.

3.1 Corral Facilities Requirements:

The corral facility must provide adequate space to allow animals to move freely within their pen enclosure while providing a sufficient number of pens to house the proposed maximum number of animals sorted according to species, sex, age, temperament, health status and physical condition as needed. In addition to holding pens, the facility shall provide a working area with space adequate for BLM-furnished squeeze chute

a. The corrals must be at least 72" high (6 feet in height) for horses and at least 60" (5 feet in height) high for burros and made of stoutly constructed material, e.g., pipe, portable panels, steel, lumber, etc. No barbed wire or single-strand smooth wire is allowed in the construction of corrals. Any holding corral constructed of solid lumber must have a non-chewable surface (for example mesh wire, cable, metal panel etc.) to prevent wild horses and burros from eating the wood.

b. Any corral constructed of mesh wire (openings no larger than 2 by 4 inches) must be equipped with at least 3 wood sight boards (2 by 8 inches) located on the upper portion of the fence. The 3 sight boards shall be spaced no more than 12 inches apart. Corrals must have openings of not more than 12 inches between horizontal members.

c. Maintenance holding pens shall provide a minimum space of 700 square feet per animal. This does not include pens used for working, sorting, staging for adoption, or confining sick or injured animals.

d. Holding pens used to house animals for more than 24 hours for a private care events or adopter pickup shall provide a minimum space of 400 square feet per animal.

e. Separate holding pens with a minimum space of 400 square feet per animal shall be provided to segregate sick, infectious, injured, or weak WHBs from other healthy animals in the facility, with access to overhead shelter and wind break in pens designated for compromised animals needing special care (e.g. injured or weak animals). Precipitation runoff from the pen overhead shelters must be collected and directed away from the pens to ensure the pens do not become muddy or have drainage issues.

f. Corrals and holding areas must be free of protrusions and hazards.

g. Corral gates shall be constructed of pipe, portable panels, or steel the same height as the fences. Material adequate to obstruct the animals' vision shall be installed on all gates that horses or burros will encounter when they are being sorted (e.g. plywood, plastic mesh fence, tarps, steel sheet).

h. The Contractor shall assure that dust in the corrals and alleyways does not become a health problem for animals or employees, mitigating dust at the direction of the COR.

i. Holding pens shall be cleaned, and the animal waste removed every six (6) months, minimum, or dependent on existing environmental conditions and as instructed by the COR. Manure storage areas must comply with the Concentrated Animal Feeding Operation (CAFO) and not impede water drainage from corral areas.

j. The Contractor shall furnish all necessary personnel, material, equipment, and labor to clean corrals. The Contractor will furnish all equipment and labor to dispose of waste materials.

k. The Contractor shall obtain the necessary permits required for CAFO in accordance with their individual state requirements. The Contractor shall adhere to and maintain the proper reporting documents pertaining to this permit. The Contractor will be responsible for construction and maintenance of any infrastructure associated with this permit.

l. All animals within a pen must have adequate dry space to rest at the same time. Ground surfaces in pens must be maintained to promote drainage, reduce wet ground conditions, and allow for routine manure removal.

m. Alleys between corrals shall be a minimum of ten (10) feet wide. All gates in alleys shall be solid or covered with material to restrict animal's vision.

n. Access to loading and unloading areas shall accommodate all classes of vehicles with a parking lot large enough for stock or horse trailers, graveled, or paved to allow access year-round.

o. The Contractor shall provide a covered storage area for all feed (hay, etc.).

3.2 Holding Pasture Requirements:
In addition to corral facilities described above, turnout pastures may be used for maintaining animals awaiting private care placement or for foaling under the following conditions:

a. Pastures must be attached to (feed into) the corral facilities described above or have a corral feature that animals can be corralled and moved to the main corral easily when requested by the COR or CO.

b. Pasture fences for burros shall be at least 48” in height, contain at least four strands of barbed-wire spaced no more than 12” apart. This requirement includes perimeter and pasture division fences. Electric wire or “hot wire” fencing is not authorized for holding pasture fence construction.

c. Horses are not permitted to be maintained on holding pastures unless the perimeter fencing meets the corral fence requirements specified in 3.1(a) above.

d. Pastures must include only land that is owned or controlled by the contractor for the duration of the contract period, must not contain any public roads or rights of way and must be free of all hazards.

e. Animals held on pastures must adhere to the same vaccination, trimming, and deworming schedules as though maintained within the corrals.

3.3 Loading, Unloading, & Sorting Area Requirements

The contractor must supply all loading and unloading facility infrastructure which meets or exceeds the facility requirements specified in the Comprehensive Animal Welfare Program (CAWP) Standards for Off-Range Corral Facilities (Attachment 2, Section 1). The loading and unloading facility shall:

a. Contain loading chute (or ramp) sufficient to safely unload and load straight-deck semi-trailers. The loading chute floor should be approximately 4’ high to meet standard height of straight-deck floors or adjustable to accommodate varying height trailer floors.
b. The loading chute sides shall be at least 6 feet high, constructed of solid sides, and be approximately 32 inches wide. A catwalk is required on at least one side of the loading chute.
c. The loading facility shall also be able to load stock trailers such that there is no more than 12 inches clearance between the ground and the floor of the trailer for burros and 18 inches for horses.
d. In order to efficiently load animals, a crowding tub or alleyway with at least three partition gates is required.
e. At least two sorting corrals, each a minimum of 3,000 square feet in size will be located accessible to the unloading chute so that mixed loads of animals can be separated after unloading.
f. Access to loading and unloading site shall be available during inclement weather.

3.4 Covered Working Area Requirements

a. Corral facility shall include a covered working area into and over the hydraulic chute with sufficient walls that block prevailing winds and weather elements from personnel while working at the chute area. It is anticipated that the covered working area can attach a BLM-furnished hydraulic chute. Working area should include a concrete floor (minimum four (4) inch thick).

b. Ceilings shall be a minimum of ten (10) feet high. Working area shall include a tub with a solid swing gate and single file alley. The alley shall be a minimum of twenty (20) feet long, approximately twenty-eight (28) to thirty-two (32) inches wide and contain at least

3 alley control gates (e.g. slider gates) leading to the chute. Electricity shall be available at the chute (110v or 220v).

c. Working area shall contain an enclosed space, protected from the elements, with electricity which is large enough to house a standard size refrigerator for storage of vaccine and veterinary supplies.

d. If the working area is not immediately accessible to the office space (discussed in 3.5), at least one restroom (permanent or portable) shall be made available to contractor and BLM staff while at the working area.

4.0 Feed and Water Requirements

a. BLM will supply all hay and supplemental feed for contractor staff to feed.

b. Animals shall be fed 2% to 2.5% of their body weight on a dry matter basis. Greater amounts must be fed if necessary to maintain animals in adequate BCS. Contractor will feed hay supplied by the government. Contractor will ensure that hay used shall be leafy, green, well cured, long stem and free of dust, mold, weeds, and foreign material. Contractor shall notify the COR if any government supplied hay is unsuitable to feed to wild horses or burros.

c. Byproduct feeds, ammoniated hay, urea, fermented feeds, ground hay, haylage, silage and liquid supplements are not acceptable feed types.

d. Pasture forage used to maintain animals shall provide sufficient nutritive quality and quantity to maintain adequate BCS, with or without supplementation.

e. The contractor will supply and apply any fertilizer and/or herbicide for pastures. The Contractor will ensure the area is safe for animals to feed after herbicide and/or fertilizer pasture has been applied to the area.

f. At the advisement of BLM or a veterinarian, some animals may require only grass hay to maintain adequate BCS.

g. Animals with a BCS < 5 may require additional or even free choice feed to achieve or maintain an acceptable body condition. If directed by the COR, a plan which details revised feed rations for animals in reduced BCS must be proposed by the Contractor and accepted in writing by the COR with a cc to CO. Contractor will implement the revised feed rations plan at no additional cost.

h. Feeding sites must allow all WHBs within a pen daily and simultaneous access to hay and maintained as a dry area without excessive manure accumulation. If soils at the site are conducive to sand colic, contractor will utilize raised feeders or concrete aprons at feeding sites to reduce the risk of sand colic.

i. Granulated, rock or block salt shall be accessible to all WHBs in each pen.

j. Minerals necessary to maintain WHBs in good condition and that are deficient in the available forage shall be provided to all animals in each pen, either as a supplement or added to the salt, with notification to the COR.

k. Standing free choice hay feeders, stanchions, or feed lines on the ground shall provide sufficient feed access for all horses in each pen to eat at the same time plus an extra 20% of linear (bunk) space to allow more timid animals to find a place to eat. The design of the feed bunks/troughs shall place feed not more than 2' away from the horse's chest when feeding.

l. The back or center of the feed bunk should have slanting features that maintain the hay within the 2' distance. If feeding through stanchions, there shall be adequate stanchions to accommodate all animals housed in the pens to access feed at the same time plus 20% extra space. The space between the uprights of stanchions that horses must place their heads through shall not be more than 13¾" and not less than 12½" apart.

m. If a feed apron is used instead of a feed bunk/trough with stanchions, hay must be pushed back regularly throughout each day to allow horses to consume the entire daily ration. The Contractor shall provide free choice feeders, for horses or burros that refuse to utilize feed bunks or stanchions.

n. Feeders, stanchions, feed lines, bunks/troughs or aprons must be regularly cleaned to ensure animals have access to fresh hay and that there is not a buildup of moldy hay or waste in the feed area.

o. At all times fresh, clean water appropriate for livestock must be accessible to WHBs located in holding pens. To minimize contamination, troughs must be cleaned at least bi-weekly. Additional cleaning may be needed if there is a biosecurity or animal health issue. If ice buildup occurs on water troughs, ice must be removed daily.

5.0 Private Care Placement Events, and Public Access to these Events

The contractor provided facilities shall be open to the public to support private care placement events. The BLM will facilitate all logistics and staffing for private care placement events and provide the contractor a schedule of planned reoccurring events. During onsite events, a restroom (permanent or portable) shall be available to the public.

The Contractor shall notify the COR within 24 hours of any request from media, humane organizations, or interest groups to observe the wild horses and burros. All such organizations and groups shall be allowed to tour the site only under the approval and guidance of the COR and with BLM staff present.

Information requested of the Contractor by members of the public shall be referred to the BLM Freedom of Information Act request process at www.foia.gov. The Contractor shall not release any information or data.

5.2 Performance Standards

The services listed above are required in addition to the standards as identified in the contract and CAWP (Comprehensive Animal Welfare Program) found here, https://www.blm.gov/policy/pim-2021-002. The CAWP assessment program will randomly conduct CAWP assessments during WHB operations. Upon completion of the assessment, a copy of the report/findings will be submitted to the Contracting Officer. Prior to any release, the following will be redacted from the reports: PII, SSI, Contractor proprietary information, or other information protected from disclosure. The assessment report will be provided to the Contractors by the contracting officer representative or Contracting Officer. The contractor will have the opportunity to review and respond to the CAWP assessment prior to it being posted publicly. The BLM will make the CAWP assessment report publicly available on the WHB website. Names of contractors, contract numbers or other personal/proprietary information will not be included in the report or posted. The CAWP requires annual training for all personnel, including BLM staff and contractors involved in off range corrals and training programs. The free online training typically takes an hour to complete. Once the training is completed, the Contractor will provide the certificate of completion to the COR and the CO. Instructions to access the training will be provided to the Contractor after contract award.

6.0 Security

The Contractor may leave its equipment and Government-furnished property at the work site. The Contractor shall be responsible for the Contractor's equipment and Government-furnished property if it should be lost, stolen or damaged. The Contractor shall be responsible for safeguarding all Government property provided for Contractor use. At the end of normal duty hours and/or after normal duty hours, all government facilities, equipment, and materials must be secured.

Perimeter fencing must entirely enclose facility grounds in order to contain a wild horse or burro that escapes from a pen. Perimeter fencing must be at least 48" high 4-strand barbed wire, with a maximum of 12" between strands, with steel and wood post construction. All entry gates to facility must have the ability to be locked and provide adequate security during non-work hours.

7.0 Government Furnished Property (GFP)

BLM shall provide the Contractor with a hydraulic squeeze chute within one month after issuance as of the contract. It will be provided by BLM for the purpose of performing animal preparation, providing veterinary care, and hoof trimming. Contractor is required to provide labor and materials to maintain provided chute(s) in operable condition. The chute must be available for BLM, and BLM authorized veterinarians to use when necessary.

In accordance with government policies and procedures, real property (such as the hydraulic squeeze chute) shall be recorded on DI-105 and submitted to the Contractor at the time of the awarded TO. In addition, in accordance with BLM MS-1530 Real Property Management Manual, the property shall be physically inspected annually to verify the presence and condition of the property. The inspection will be conducted by the COR and Contractor. The inspection report shall document the condition in writing and attach pictures with the recorded date of the inspection, location, and findings. The report will be finalized and signed by the Contractor and COR.

The Contractor shall coordinate and all GFP within one month of final acceptance of contract completion. The Contractor shall be responsible for any shortages or damage to GFP.

8.1 Government Furnished Supplies/Materials (GFM)

BLM shall provide the following GFM to facilitate animal preparation and care:

a. All hay and supplemental feed which is to be fed by the contractor.

b. Miscellaneous medical supplies used to perform veterinary and maintenance health care procedures (e.g. syringes, needles, wormer guns, liquid nitrogen, etc.)

c. All miscellaneous supplies that are unrelated to facility maintenance and equipment used for feeding.

8.2 Government Furnished Services

a. BLM will provide all labor for handling, preparing, and adopting WHBs; excluding contractor labor for feeding animals and maintaining facility infrastructure and pastures (if applicable).
b. BLM will provide any necessary hoof trimming services.
c. BLM will be responsible for preparing the appropriate paperwork for the shipment of animals to other locations, or for those animals offered at onsite placement events.
d. BLM will be responsible for the update of any health records or documentation related to vaccination or other action taken with respect to the animals prepared and maintained at the facility.
e. BLM will provide necessary veterinary services required during animal preparation, and to meet requirements for interstate transport. Procedures requiring veterinary services may include: castrations or any type of surgical procedure, drawing blood for EIA testing, issuing certificates of veterinary inspection, conducting necropsy examinations, and administering certain vaccinations which require veterinary oversight.
f. BLM will facilitate training for CAWP at the time of employment and recertify annually.
g. BLM will provide the completed NEPA documents (if applicable).

9.0 Safety Plan

The Contractor shall provide a copy of their safety plan which will be incorporated into the resultant contract. The Safety Plan shall be available to all employees and Subcontractors working on the contract. The Safety Plan shall cover at a minimum:

- Equipment and personnel available to respond to unforeseen situations such as fire, flooding, heavy snow accumulation, etc. This plan should detail how contractor will continue providing feed and care for the animals within the facility during these unforeseen events.
- Equipment available to provide backup water to all animals in the event the primary water supply becomes inoperable.
- Safety briefings covering the area in which the work will take place, equipment being used, and any special considerations for the work under the contract.
- Personal Protective Equipment required for the work under the contract.

10.0 Personnel Training

All Contractor personnel must complete BLM's mandatory CAWP. The CAWP training is accessible via the Department of Interior (DOI) Talent, seminar number 4700-13. DOI Talent is accessible at the following website, https://doitalent.ibc.doi.gov/. Contractor or its employees that do not have a DOI Talent account will request an account and the Training (4700-13 WHB CAWP) through DOI Talent for Non-DOI Learners at the following website: https://www.doi.gov/doitalent/nondoi_learners. Annual training certifications shall be provided to the COR and CO before execution of each ordering period, as well as any new employees during the performance year. Euthanasia training will be coordinated through the COR.

11.0 Key Personnel, Subcontractors and Outside Associates or Consultants

Any personnel hired must be physically capable of working outside in varying climate conditions as well as with general livestock. The Contractor, COR and CO shall ensure that personnel shall have the knowledge, skills, and ability to safely handle wild horses and burros (includes ensuring proper training as listed in 10.0 above). The COR has the authority to direct or redirect all contractor personnel and any person working in the ORC to ensure animals are being handled correctly. The COR may direct the removal of anyone within the ORC facility or employed by the ORC if the individual(s) are deemed, in the sole discretion of the COR, to be endangering wild horses or burros. The COR will notify the CO and Contractor if this is necessary and provide written direction of any changes that are necessary to prevent it from reoccurring (additional training, removal of personnel, etc.).

The Contractor must to certify that any personnel performing services under this contract have not been convicted of, nor are currently under indictment or investigation for any charges related to animal cruelty or similar offenses.

The individual designated as the Farm Project Manager (PM) shall have full authority to act in all matters of SOW administration (including payments, proposed modifications, and signature authority for contract documents) on behalf of the Contractor and shall be responsible for the performance of the work. The Farm PM should have similar magnitude of experience comparable to the SOW requirements, with minimums as follows:

- **Farm PM**, minimum of 3 years of supervisory experience with knowledge of animals.

The key personnel must remain fixed for the duration of the contract unless a change request is submitted in writing to the CO and upon authorization by the CO of such change. A request for change of key personnel and outside associates or consultants must be made within **15 working days** to the CO prior to the change taking effect. Individual names shall be included in the resultant contract through incorporation of the Contractor's quote. Revisions in accordance with the provisions of this clause shall be made by superseding letters.

During the first year of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, termination of employment, or otherwise approved by the CO. The Contractor shall notify the CO within 15 working days after the occurrence of any of these events and provide information required by this section. After the initial year, the Contractor shall submit the information required by this section to the CO at least 15 working days prior to making any permanent substitution. The Contractor shall provide an explanation of the circumstances necessitating the proposed substitution, complete resumes for the proposed substitutes, and any additional information requested by the CO. The CO and COR have 5 days to review and approve/disapprove the substitution. The BLM may approve the substitution but reserves the right to revoke acceptance of this substitution if their resume qualifications/experience are deemed unacceptable. If the BLM does not provide approval/disapproval 5 days after receipt of the request the Contractor shall consider it approved. Proposed substitutions should have comparable qualifications to those of the persons being replaced. The CO shall notify the Contractor within 15 working days after receipt of all required information of the decision on substitutions. The key listing of personnel shall be modified by superseding letters.

12.0 Reports

a. Contractor shall maintain an inventory which identifies the total inventory of animals and feed days maintained and accrued onsite each month. All records and records of inspections shall be kept and made available to the CO, upon request, throughout the period of performance and for the period after contract completion and until final settlement of any claims arising under or related to this contract.
b. The COR may request supporting information to substantiate questions which arise from the required reports, audits, etc. Copies of supporting data or Contractor quality assurance site inspections may be requested. There will be no claim against the Government for any additional documentation requested.

13.0 Extent of Obligation

The Contractor(s) shall incur costs under this contract only in the performance of services in accordance with these ordering procedures. No other costs are authorized without the express prior written consent of the Contracting Officer. The funded amount is stated as the “total.”

14.0 Contractor Representative/Use of English Language

The Contractor shall provide a contract representative for the performance of the work. The name of this person and an alternate(s) who act for the Contractor when the Contractor is absent shall be designated in writing to the Contracting Officer. The Contract representative or alternate shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The Contractor representative and alternate(s) must be able to read, write, speak, and understand English without use of a translator. Under no circumstances shall any documents, Statement of Work, Work Schedules, Contractor submittals, Contractor plans, etc., be translated. All documentation shall be submitted in the English language.

15.0 Identification of Contractor Employees

All contract personnel are required to identify themselves as Contractors. Whether attending meetings, answering Government telephones, or working in other situations where their Contractor status is not obvious to third parties, they must make their status known to avoid creating an impression that they are Government employees.

(End of Section C)

SECTION D- PACKAGING AND MARKING

(End of Section D)

SECTION E- INSPECTION AND ACCEPTANCE

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 the following addresses:

FAR Clauses - https://www.acquisition.gov/far

DOI Clauses -

http://www.doi.gov/pam/programs/acquisition/diapr.cfm

52.246-4 Inspection of Services - Fixed-Price. (AUG 1996)

(End of Section E)

SECTION F- DELIVERIES OR PERFORMANCE

The period of performance for this Contract is five years from date of award.

52.242-15 Stop-Work Order. (AUG 1989)

52.242-17 Government Delay of Work. (APR 1984)

(End of Section F)

SECTION G- CONTRACT ADMINISTRATION

G.1 ADMINISTRATION: The Contracting Officer's Representative will participate in administration of this contract specifically to evaluate Contractor performance and inspect services for the Government. This designation does not include authority to direct and/or authorize the Contractor to make changes in the scope of terms and conditions of the contract without the written authority of the Contracting Officer. The Contracting Officer will notify the Contractor in writing of names, duties, and limitations of appointed Contracting Officer Representatives.

G.2 DOI-AAAP-0028 ELECTRONIC INVOICING AND PAYMENT APR 2013 REQUIREMENTS- INVOICE PROCESSING PLATFORM (IPP)

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 .

All invoicing shall be done at the task order level. The vendor shall invoice through the internet payment platform, attach a copy of their regular vendor invoice by utilizing the attachments feature on the lower right hand corner of the invoicing screen to substantiate requests for payment. The vendor invoice shall be readable in Microsoft Excel, Adobe Acrobat (.pdf) or Microsoft Word.

FAR 32.905(b) outlines a Proper Invoice to include:

1. Name & address of the Contractor.
2. Invoice date & number.
3. Contract number, contract line item number.
4. Description, quantity, unit of measure, unit price and extended price of the items delivered.
5. Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading.
6. Terms of any discount for prompt payment offered.
7. Name and address of official to whom payment is to be sent.
8. Name, title, and phone number of person to notify in event of defective invoice.
9. Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
10. Any other information or documentation required by the contract.

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 CCR) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) 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 ippgroup@bos.frb.org 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 or quotation.

(End of Local Clause)

G.3 1452.201-70 AUTHORITIES AND DELEGATIONS SEPTEMBER 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 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 Local Clause)

Contracting Officer’s Representative

COR will be appointed by the responsible Contracting Officer upon issuance of this contract. COR will be responsible for giving the Contractor any special instructions or guidance necessary to complete performance as required by the contract. The COR does not have the authority to modify or in any way amend the terms of this contract.

Technical Direction

Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction which:

a) Constitutes an assignment of additional work outside the SOW;
b) Constitutes a change as defined in contract clause FAR 52.212-4 (c);
c) Causes an increase or decrease in the total price or the time required for contract performance; changes any of the expressed terms, conditions, or specifications of the contract; or interferes with the Contractor's right to perform the terms and conditions of the contract.

The term "technical direction" is defined to include:

a) Directions to the Contractor which redirect the contract effort, shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the contractual SOW.
b) Providing written information to the Contractor, which assists in the interpretation of drawings, specifications, or technical portions of the work description.

c) Review, and where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the contract.

Technical directions can be issued in writing or verbally by the COR.

The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this article and within his authority under the provisions of this clause. In the opinion of the Contractor, if any instruction or direction by the COR falls within one of the categories in which the COR does not have authority (a-c above), the Contractor shall not proceed but shall notify the Contracting Officer in writing within five working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall:

a) Advise the Contractor in writing within 30 days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under contract clause FAR 52.212-4 (c) Changes;
b) Advise the Contractor within a reasonable time that the Government shall issue a written modification; or rescind the technical direction.

A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of clause FAR 52.233- 1 Disputes.

(End of Section G)

SECTION I- CONTRACT CLAUSES

I.1 52.252-02 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 the following addresses:

- FAR Clauses - https://www.acquisition.gov/far/
- DOI Clauses - PART 1452 - SOLICITATION PROVISIONS AND CONTRACT CLAUSES | Acquisition.GOV

FAR Reference	Description	Date
52.203-3	Gratuities	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government, with Alternate I	JUN 2020
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirements to Inform employees of Whistleblower Rights	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-13	System for Award Management Maintenance	RFO Deviation MAR 2026
52.204-19	Incorporation by Reference of Representations and Certifications	RFO Deviation MAR 2026
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded	RFO Deviation APR 2026
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	RFO Deviation MAY 2026
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	RFO Deviation MAY 2026
52.212-4	Terms and Conditions—Commercial Products and Commercial Service	RFO Deviation APR 2026
52.219-6	Notice of Total Small Business Set-Aside	RFO Deviation JAN 2026
52.219-8	Utilization of Small Business Concerns	RFO Deviation JAN 2026
52.222-3	Convict Labor	RFO Deviation MAY 2026
52.222-35	Equal Opportunity for Veterans	RFO Deviation MAY 2026

52.222-36	Equal Opportunity for Workers with Disabilities	RFO Deviation MAY 2026
52.222-37	Employment Reports on Veterans	RFO Deviation MAY 2026
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	RFO Deviation MAY 2026
52.222-41	Service Contract Labor Standards	RFO Deviation MAY 2026
52.222-50	Combating Trafficking in Persons	RFO Deviation MAY 2026
52.222-54	Employment Eligibility Verification	RFO Deviation MAY 2026
52.222-62	Paid Sick Leave Under Executive Order 13706	RFO Deviation MAY 2026
52.222-90	Addressing DEI Discrimination by Federal Contractors	RFO Deviation MAY 2026
52.229-3	Federal, State, and Local Taxes	RFO Deviation MAR 2026
52.232-33	Payment by Electronic Funds Transfer – System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	MAR 2023
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.240-90	Security Prohibitions and Exclusions Representations and Certifications	RFO Deviation MAR 2026
52.240-91	Security Prohibitions and Exclusions	RFO Deviation MAR 2026
52.253-1	Computer Generated Forms	JAN 1991

(End of Clause)

CLAUSES INCORPORATED BY FULL TEXT

I.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in current ordering period. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within five (5) days prior to contract expiration.

(End of Clause)

I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 calendar days prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years 6 months.

(End of Clause)

I.4 52.219-14 LIMITATIONS ON SUBCONTRACTING (SEP 2021)

(i) This clause does not apply to the unrestricted portion of a partial set-aside.

(ii) Definition. *Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent Contractor, that—

(1) Has the same small business program status as that which qualified the prime Contractor for the award (*e.g.*, for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime Contractor assigned to the subcontract .

2. *Applicability*. This clause applies only to—

- Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
- Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are—

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405- 5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are—

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(a) *Independent Contractors.* An independent Contractor shall be considered a subcontractor.

(b) *Limitations on subcontracting.* By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification
System (NAICS) code for—

(1) **Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to Subcontractors that are not similarly situated entities.** Any work that a similarly situated entity further subcontracts will count towards the prime Contractor 's
50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;
(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more
than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to Subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime Contractor 's 50 percent subcontract amount that cannot be exceeded.
When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;
(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime Contractor 's 85 percent subcontract amount that cannot be exceeded; or
(4) Construction by special trade Contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not
similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime Contractor 's 75 percent subcontract amount that cannot be exceeded.
(c) The Contractor shall comply with the limitations on subcontracting as follows:
(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—

□ By the end of the base term of the contract and then by the end of each subsequent option period; or

X By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(d) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(End of clause)

I.5 52.223-2 REPORTING OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTIONCONTRACTS (RFO DEVIATION MAY 2026)

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

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or insignificant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C.8101) (7 CFR 4270.2).

USDA-designated product category a generic grouping of biobased products that are listed by USDA in a procurement guideline (7 CFR part 4270) and for which USDA has provided minimum biobased content standards (see https://www.biopreferred.gov/resources/categories.html).

(b) *Requirement*. The Contractor shall—

(1) Report to https://www.sam.gov, with a copy to the Contracting Officer, on the product types and dollar value of any biobased products in USDA-designated product categories purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

(i) October 31 of each year during contract performance; and
(ii) At the end of contract performance.

(End of clause)

I.6 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) (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)

I.7 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 5 332.

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

Employee Class	Monetary Wage-Fringe Benefits
Livestock Caretaker	**GS-06**
Wrangler	**GS-06**

(End of Clause)

I.8 52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS (RFO DEVIATION OCT 2025)

(a) *Definitions.* As used in this clause—
Foreign person means any person other than a United States person.
United States person, as defined in 26 U.S.C. 7701(a)(30), means–

(1) A citizen or resident of the United States;
(2) A domestic partnership;
(3) A domestic corporation;
(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 7701(a)(31)); and
(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) This clause applies only to foreign persons. It implements 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c)

(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury IRS Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at www.irs.gov/w14.

(2) If the Contractor—

(i) Is a foreign person; and
(ii) Has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding; and
(iii) Certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax; then the Contractor shall–

(A) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under 26 U.S.C. 5000C; and
(B) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), the Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue.

(f) Taxes imposed under 26 U.S.C. 5000C may not be—

(1) Included in the contract price; nor

(2) Reimbursed.

(g) A taxpayer may, for a fee, seek advice from the IRS as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of clause)

I.9 DIAR 1452.280-2 NOTICE OF INDIAN ECONOMIC ENTERPRISE SET-ASIDE (Feb 2021)

(a) Definitions as used in this clause. *Alaska Native Claims Settlement Act (ANCSA)* means Public Law 92-203 (December 18, 1971), 85 Stat. 688,codified at 43 U.S.C. 1601-1629h.Indian means a person who is an enrolled member of a Federally Recognized Indian Tribe. *Indian Economic Enterprise* means any business activity owned by one or more Indians or Federally Recognized Indian Tribes, provided that:

(i) The combined Indian or Federally Recognized Indian Tribe ownership of the enterprise shall constitute not less than 51 percent;

(ii) The Indians or Federally Recognized Indian Tribes shall, together, receive at least 51 percent of the earnings from the contract; and

(iii) The management and daily business operations of an Indian Economic Enterprise must be controlled by one or more individuals who are Indians. To ensure actual control over the enterprise, the individuals must possess requisite management or technical capabilities directly related to the primary industry in which the enterprise conducts business. Management of Tribally owned Indian Economic Enterprises maybe provided by:

(A) Committees, teams, or Boards of Directors which are controlled by one or more members of Tribe, or;

(B) Non-Tribal members if the enterprise can demonstrate that the Tribe can hire and fire those individuals, that it will retain control of all management decisions common to Committees, teams, or Boards of Directors. Common management decisions, include strategic planning, budget approval, and the employment and compensation of officers. A written management development plan must also exist which shows how Tribal members will develop managerial skills sufficient to manage the enterprise or similar enterprises in the future.

The enterprise must meet the requirements of (i) through (iii) throughout the following time periods:

(1) At the time an offer is made in response to a written solicitation;
(2) At the time of contract award; and,
(3) During the full term of the contract.

Federally Recognized Indian Tribe means an Indian Tribe, band, nation, or other Federally recognized group or community on the List of Federally Recognized Tribes. This definition includes any Alaska Native regional or village corporation under the Alaska Native Claims Settlement Act (ANCSA).

List of Federally Recognized Tribes means an entity appearing on the United States Department of the Interior's List of federally recognized Indian Tribes published annually in the Federal Register pursuant to Section 104 of Public Law 103-454, codified at 25 U.S.C. 5131.

Representation means the positive statement by an enterprise of its eligibility for preferential consideration and participation for acquisitions conducted under the Buy Indian Act, 25 U.S.C. 47, in accordance with the procedures in Subpart 1480.8.

(b) General.

(6) Under the Buy Indian Act, offers are solicited only from Indian Economic Enterprises.
(7) The Contracting Officer (CO) will reject all offers received from ineligible enterprises.
(8) Any award resulting from this solicitation will be made to an Indian Economic Enterprise, as defined in paragraph (a) of this clause.

(c) Required Submissions. In response to this solicitation, a quoter must also provide the following:

(1) A description of the required percentage of the work/costs to be provided by the quoter over the contract term as required by section 1452.280-3, Subcontracting Limitations clause; and
(2) Qualifications of the key personnel (if any) that will be assigned to the contract.

(d) Required Assurance. The quoter must provide written assurance to the CO that the quoter is and will remain in compliance with the requirements of this clause. It must do this before the CO awards the Buy Indian contract and upon successful and timely completion of the contract, but before the CO accepts the work or product.

(e) Non-responsiveness. Failure to provide the information required by paragraphs (c) and (d) of this clause may cause the CO to find an offer non-responsive and reject it.

(f) Eligibility.

(1) Participation in the Mentor-Protégé Program established under section 831 of the National Defense Authorization Act for Fiscal Year 1991 (25 U.S.C. 47 note) does not render an Indian Economic Enterprise ineligible for contracts awarded under the Buy Indian Act.

(2) If a contractor no longer meets the definition of an Indian Economic Enterprise after award, the contractor must notify the CO immediately and in writing. The notification must include full disclosure of circumstances causing the contractor to lose eligibility status and a description of any actions that the contractor will take to regain eligibility. If the contract is unable to regain eligibility, then the contractor must revise its the representations and certifications in the System for Award Management. Failure to give the CO immediate written notification means that:

(i) The economic enterprise may be declared ineligible as an IEE for future contract awards under this part; and

(ii) The CO may consider termination for default if it is in the best interest of the government.

(End of Clause)

I.10 DIAR 1452.280-3 INDIAN ECONOMIC ENTERPRISE SUBCONTRACTING LIMITATIONS (FEB 2021)

(a) Definitions as used in this clause.

(1) *Concern* means any business entity with a place of business located in the United States or its outlying areas and that makes a significant contribution to the U.S. economy through payment of taxes and/or use of American products, materials and/or labor, etc. It includes but is not limited to an individual, partnership, corporation, joint venture, association, or cooperative. For the purpose of making affiliation findings (see FAR 19.101), it includes any business entity, whether or not it is organized for profit or located in the United States or its outlying areas.

(2) *Subcontract* means any agreement (other than one involving an employer-employee relationship)entered into by a government prime contractor or subcontractor calling for supplies and/or services required for performance of the contract, contract modification, or subcontract.

(3) *Subcontractor* means a concern to which a contractor subcontracts any work under the contract. It includes subcontractors at any tier who perform work on the contract.

(b) Required Percentages of work by the concern. The contractor must comply with FAR 52.219-14Limitations on Subcontracting clause in allocating what percentage of work to subcontract. The contractor shall not subcontract work exceeding the subcontract limitations in FAR 52.219-14 to a concern other than a responsible Indian Economic Enterprise.

(c) Any work that an IEE subcontractor does not perform with its own employees shall be considered subcontracted work for the purpose of calculating percentages of subcontract work in accordance with FAR52.219-14 Limitations on Subcontracting.

(d) Cooperation. The contractor must:

(1) Carry out the requirements of this clause to the fullest extent; and

(2) Cooperate in any study or survey that the CO, Indian Affairs, or its agents may conduct to verify the contractor's compliance with this clause.

(e) Incorporation in Subcontracts. The contractor must incorporate the substance of this clause, including this paragraph (e), in all subcontracts for supplies, general services, A-E services, and construction awarded under this contract.

(End of Clause)

I.11 DOI-AAAP-0050 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (DEC 2015)

a. FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR42.15.

b. The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

c. We request that you furnish the Contracting Officer (CO) with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the
Contractor agrees with the evaluation, before returning the report to the Assessing Official (AO). Information in the report must be protected as source selection sensitive information not releasable to the public.

d. When your Contractor Representative(s) are registered in CPARS, they will receive an automatically generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at https://www.cpars.gov/.

e. Within 60 days after the end of a performance period, the AO will complete an interim or final past performance evaluation, and the report will be accessible at https://www.cpars.gov/ .

- Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment.
- Your comments should focus on objective facts in the AO's narrative and should provide your views on the causes and ramifications of the assessed performance.
- All information provided should be reviewed for accuracy prior to submission.
- If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in the space provided, and then selecting “Accept the Ratings and Close the Evaluation”.
- Your response is due within 60 calendar days after receipt of the CPAR. On day 15, the evaluation will become available in PPIRS-RC marked as “Pending” with or without comments and whether or not it has been closed.
- If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the Contractor on (date). The Contractor neither signed nor offered comment in response to this assessment."

f. The following guidelines apply concerning your use of the past performance evaluation:

- Protect the evaluation as source selection information. After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the CO for instructions.
- Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
- Prohibit the use of or reference to evaluation data for advertising, promotional material, pre- award surveys, responsibility determinations, production readiness reviews, or other similar purposes.

g. If you wish to discuss a past performance evaluation, you should request a meeting in writing to the CO no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.

h. A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized. All information provided should be reviewed for accuracy prior to submission. If you elect not to
provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in the space provided, and then selecting “Accept the Ratings and Close the Evaluation”.

(End of clause)

(End of Section I)

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

All attachments incorporated into this solicitation have the same force and effect as if they were contained as part of the body.

Attachment	Title	Date	Pages
1	Schedule B, Price Schedule	August 2026	MS Excel
2	Comprehensive Animal Welfare Program Standards, Off-Range Corral Facilities	January 2016	23
3	Wage Determination 2001-0244 Rev. 56	June 2026	5

(End of Section J)

SECTION K-PROVISIONS

K.1 52.252-1 SOLICITATION PROVISION 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 quoter is cautioned that the listed provisions may include blocks that must be completed by the quoter and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the quoter 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):

FAR Clauses - https://www.acquisition.gov/far/

FAR Reference	Description	Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transaction	RFO Deviation MAR 2026
52.204-7	System for Award Management, Alt 1	RFO Deviation MAR 2026
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations—Representation	RFO Deviation APR 2026
52.209-11	52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	RFO Deviation APR 2026
52.219-1	Small Business Program Representations	RFO Deviation MAY 2026
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications	JUN 2020

K.2 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(i) The offeror certifies that-

A. The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

- Those prices;
- The intention to submit an offer; or
- The methods or factors used to calculate the prices offered.

The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror 's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)

a) Has been authorized, in writing , to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision __________[*insert full name of* person *(s) in the* offeror *'s organization responsible for determining the prices offered in this* bid *or proposal, and the title of his or her position in the* offeror *'s organization*];

b) As an authorized agent , does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

c) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

K.3 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION (JAN 2017)

(a) Definition. As used in this provision-

Internal confidentiality agreement or statement , subcontract , *and* subcontractor , are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information .

b) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information .

Representation. By submission of its offer , the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

K.4 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020)

(a)

1. The Offeror certifies, to the best of its knowledge and belief, that—

   i. The Offeror and/or any of its Principals–

A. Are □ are not □ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

B. Have □ have not □, within a three-year period preceding this offer , been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State , or local) contract or subcontract ; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

C. Are □ are not □ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have □, have not □, within a three-year period preceding this offer , been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The* tax *liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples*.

d) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

e) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

f) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

g) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has □ has not □, within a three-year period preceding this offer, had one or more contracts terminated for default by and Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or
a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror 's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.5 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (RFO DEVIATION MAY 2026)

(a) Definitions. As used in this provision—

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror □ has □ does not have current active Federal contracts and grants with total value greater than$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.
(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.
(iii) In an administrative proceeding, a finding of fault and liability that results in–
(A) The payment of a monetary fine or penalty of $5,000 or more; or(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.
(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

K.6 52.212-2 Evaluation – Commercial Products and Commercial Services (RFO Deviation APR 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:

SEE SECTION M OF THIS RFP FOR DETAILED QUOTE EVALUATION CRITERIA

(b) *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).

(c) *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)

K.7 52.223-1 BIOBASED PRODUCT CERTIFICATION (RFO DEVIATION MAY 2026)

As required by the Farm Security and Rural Investment Act of 2002 (7 U.S.C. 8101(4)) and the Energy Policy Act of 2005 (7 U.S.C. 8102(a)(2)(F)), the offeror certifies, by signing this offer, that biobased products(within categories of products listed by the United States Department of Agriculture athttps://www.biopreferred.gov/resources/categories.html) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of provision)

K.8 52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS – NOTICE AND REPRESENTATION (RFO DEVIATION OCT 2025)

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

Foreign person means any person other than a United States person.
Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area of the United States. *United States person* as defined in 26 U.S.C. 7701(a)(30) means

(1) A citizen or resident of the United States;
(2) A domestic partnership;
(3) A domestic corporation;
(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and
(5) Any trust if–

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7).The Offeror may claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of

Foreign Contracting Party Receiving Federal Procurement Payments, available at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1) It □ is □ is not a foreign person; and
(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 □ a full exemption, or □ partial or no exemption [*Offeror must select one*] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and
(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the IRS as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of provision)

K.9 DIAR 1452.233-2 SERVICE OF PROTEST DEPARTMENT OF THE INTERIOR (JUL 1996) (DEVIATION)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of the Interior Assistant Solicitor, Acquisitions and Intellectual Property, 1849 C Street, NW., Room 6511, Washington, DC 20240.

(End of provision)

K.10 DIAR 1452.280-1 NOTICE OF INDIAN SMALL BUSINESS ECONOMIC ENTERPRISE SET-ASIDE (FEB 2021)

Under the Buy Indian Act, 25 U.S.C. 47, offers are solicited only from Indian Economic Enterprises (Subpart1480.8) that are also small business concerns. Any acquisition resulting from this solicitation will be from such a concern. Offers received from enterprises that are not both Indian Economic Enterprises and small business concerns will not be considered and will be rejected.

(End of Provision)

K.11 DIAR 1452.280-4 INDIAN ECONOMIC ENTERPRISE REPRESENTATION (FEB 2021)

(a)The offeror represents as part of its offer that it [ ] does [ ] does not meet the definition of Indian Economic Enterprise (IEE) as defined in DIAR 1480.201 and that it intends to meet the definition of an IEE throughout the performance of the contract. The offeror must notify the contracting officer immediately inwriting if there is any ownership change affecting compliance with this representation.

(b) Any false or misleading information submitted by an enterprise when submitting an offer in consideration for an award set aside under the Buy Indian Act is a violation of the law punishable under 18 U.S.C. 1001.False claims submitted as part of contract performance are subject to the penalties enumerated in 31 U.S.C.3729 to 3731 and 18 U.S.C. 287.

(End of Provision)

(End of Section K)

SECTION L- INSTRUCTIONS, CONDITIONS, AND NOTICES TO QUOTERS

Provision Incorporated by Reference

RFO 52.212-1 Instructions to Offerors – Commercial Products and Commercial Services, RFO Deviation APR 2026

L.1 SOLICITATION POINT OF CONTACT

The only authorized point of contact for this acquisition is the Contracting Officer, Andrew Alger. Any questions or concerns shall be addressed to the below point of contact. All questions must be in writing and sent via electronic mail.

Andrew Alger, Contracting Officer
Department of Interior
Bureau of Land Management
Denver Federal Center, Bldg 50
Denver, CO 80225-0047
andrew_alger@ios.doi.gov

SOLICITATION INFORMATION
This acquisition will be solicited and awarded in accordance with Federal Acquisition Regulation (FAR) Part 12 - Acquisition of Commercial Products and Commercial Services

This acquisition is being solicited as a competitive ISBEE set-aside acquisition.

L.2 TYPE OF CONTRACT

The Bureau of Land Management (BLM) contemplates awarding one (1) stand-alone contract resulting from this solicitation; with provisions for firm-fixed unit prices, and an established contract ceiling based on quantities for up to 550 animals. The BLM reserves the right to issue additional Contracts if determined in the best interest of the Government.

L.3 FALSE STATEMENTS IN QUOTES

Quote must set forth full, accurate and complete information as required by this solicitation (including attachments). The penalty for making false statements in quotes is prescribed in 18 U.S.C. 1001.

L.4 EXPENSES RELATED TO QUOTER SUBMISSION

This Request for Quotes (RFQ) does not commit the Government to pay any costs incurred in the submission of any quote or in making necessary preparation thereof or to acquire or contract for any services.

L.5 GENERAL INSTRUCTIONS

Quote must include all information requested and must be submitted in accordance with these instructions. Any quoter who submits an incomplete package may be considered nonresponsive. The quote shall be clear, concise, and shall include sufficient detail for effective evaluation of the quoter’s capabilities and for substantiating the validity of stated claims. The quoter is advised that its quote is presumed to represent its best efforts and most complete responses to this solicitation.

The quoter's submission shall not simply rephrase, reiterate, or restate the Government's requirements, but rather shall provide convincing rationale to demonstrate an understanding of the requirements and address how the quoter intends to meet the requirements. The quoter shall assume that the Government has no prior knowledge of their capabilities and experience and will base its evaluation on the information presented in the quoter's submission and such information, as is available to the Government. If the quoter believes that any part of this solicitation contains errors, omissions, or ambiguities, the quoter shall notify the above point of contact in writing with supporting rationale no later than 10 calendar days after solicitation issuance.

Upon examination of the initial offer, the Contracting Officer will review this determination and if, in the Contracting Officer's opinion, adequate pricing details exist, no additional information will be requested and certification will not be required. However, if at any time during this process the Contracting Officer determines that adequate price competition no longer exists; the quoter may be required to submit information to the extent necessary for the Contracting Officer to determine a fair and reasonable price.

L.6 SOLICITATION TERMS AND CONDITIONS

The quoter is required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as factors or criterion. Failure to comply with the terms and conditions of the solicitation may result in the quoter being ineligible for award. Quoters must clearly identify any exception to the solicitation terms and conditions and must provide complete supporting rationale. By submission of quote, the Quoter certifies that their quote is valid for a minimum of 120 days after the solicitation closing date.

L.7 QUESTIONS REGARDING SOLICITATION

All questions regarding this request for quote shall be submitted in writing only. Questions must be received by BLM not later than September 21, 2026 at 12:00 p.m. ET. Submit questions via e-mail to Andrew_alger@ios.doi.gov

L.8 QUOTE SUBMISSION

L.8.1 Quoter shall submit their quote in four separate volumes, in accordance with the following markings. Volume I-Other Documents, Volume II-Technical Quote, Volume III- Past Performance, Volume IV- Price Quote, Schedule B.

L.8.2 Volumes must be labeled with the Volume Number, Solicitation Number and the prime Contractor's name.

L.8.3 The Page size: 8 ½" X 11"

L.8.4 Font Size: Text shall be no smaller than 12-pitch (12 characters per inch). Graphics/Organizational Charts shall be clearly readable.

L.8.5 Number of Pages: The quote shall be numbered and within the page limitation. Pages in excess of the page limitation will not be read or considered and will be redacted prior to evaluation.

L.8.6 Quotes shall be submitted electronically by e-mail to Andrew Alger at andrew_alger@ios.doi.gov. An e-mail shall be sent verifying receipt of the quote.

L.8.7 Quoter is cautioned that the Government intends to award a contract without discussions; however, reserves the right for discussions. Thus, initial quote should represent the best possible effort.

L.8.8 Quote due date is **Wednesday, September 30, 2026 at 1200 p.m. ET**.

Before quote is issued to the evaluation team, a compliance check shall be completed. A Quote that does not comply with the instructions as stated within this solicitation may be eliminated.

Volume	**Title**	**Copies Required**	**Evaluation Factors**	**Page Limit**
I	Business Quote (Representations, Certifications and Offer)	Original (1) electronic copy	N/A	None
II	Technical Quote	Original (1) electronic copy	1 & 2	Not to exceed 25
III	Past Performance	Original (1) electronic copy	3	None
IV	Price Quote, Schedule B	Original (1) electronic copy	4	None

L.9 SUPPLEMENTAL INSTRUCTIONS - PREPARATION OF QUOTES

L.9.1 VOLUME-I QUOTERS REQUIRED DOCUMENTS

This volume shall contain the quoter's contractual documents. These documents will be reviewed only for compliance with the solicitation, Federal Acquisition Regulation (FAR), Revolutionary FAR Overhaul (RFO), or other statutory requirements and will not be evaluated as part of the source selection factors identified in the Evaluation Section.

This volume consists of the actual quote to enter into a contract to perform the desired work. It also includes required representations, certifications, and acknowledgements, any other administrative information, and a summary of exceptions and deviations taken.

The following documents shall be included:

Cover Letter to include:

- Quoter's Company name, UEI Number, address and phone number.
- Point of contact with the company phone number and email address.
- Statement of time period the quote is valid pursuant to 52.212-1 Instructions to

Offerors.
- Socio-Economic classification(s)
- All subcontractors with the Company Name and UEI Number

The Standard Form 1449 shall be signed. All amendments shall be signed. The quoter representative signing the SF1449 must have the authority to commit the quoter to all of the provisions of the quote, fully recognizing that the Government has the right, by terms of the solicitation, to make an award without further discussion if it so elects.

Quoters shall ensure that the Representations and Certifications are up to date in SAM.

SCA WAGE DETERMINATION

This solicitation is issued in accordance with FAR 22.1009-4. Service Contract Act (SCA) Wage Determination 2001-0244, Rev. No. 56 is applicable to this solicitation and resultant contract.

L.9.2 VOLUME II -TECHNICAL QUOTE

This Volume consists of the quoter's technical and management aspects of the acquisition, capabilities, and what will be done to satisfy the requirements of the Statement of Work (SOW). The technical quote will be evaluated according to criteria contained in Section M – Evaluation Factors for Award and it shall be specific and complete in every detail. The quote should be practical and straightforward, concise delineation of what it is the quoter will do to satisfy the requirements of the SOW. To enable the evaluation of the technical quote strictly on the merit of the material submitted, no contractual price information is to be included in the technical quote.

The SOW reflects the objectives. Therefore, repeating the SOW without sufficient elaboration will not be acceptable.
The Technical Quote shall contain and clearly address each of the quote evaluation criteria contained in the Section M of this solicitation.

The quoter shall provide sufficient details to address safe performance practices to reflect a thorough understanding of the requirements and a detailed description of the techniques, and procedures for achieving the objectives of the SOW. Quotes which merely paraphrase the requirements of the Government's SOW, or use phrases such as "will comply" or "standard techniques will be employed" will be considered unacceptable and will not be considered further. As a minimum, the Technical Quote must specifically respond to the evaluation factors and the information shall be organized in the order as follows:

Factor 1: Facility-Land

The quoter shall demonstrate current capability, understanding, and ability to document long-term control (at least five and a half years) of the land provided. Documentation and description of the ownership and/or control of the land including proof of such control (this could include copies of sale documents, leases, or contracts for sale or lease contingent upon award of this contract).

If land is not owned by quoter, then a management agreement that outlines the responsibility and authority for making decisions related to the contract must be provided. A lack of adequate documentation of control over the facility is grounds for immediate removal of the Contractor from further consideration for award.

The quoter shall demonstrate that road access permits vehicular entry to the facility during inclement weather. Including a vicinity map (no scale specified) that shows: (1) the location of the proposed site in relation to the nearest town, (2) route numbers and mileage of roads or highways from the town used to reach the site, (3) road surfacing, and (4) maintenance responsibility for those roads and highways.

Quote shall state:
(1) all improvements of land and ownership on a 1:24,000 scale topographic map,
(2) how many miles from Pauls Valley, Oklahoma their facility is

Factor 2: Technical Capabilities

Criterion 1- Technical Experience

Provide professional qualifications, specialized experience and technical competence to perform and manage ORC support services. Provide a detailed description of the work, to include whether the work was self-performed or subcontracted and if it involved, facilities at corral or pastures or both, and quantity of animals (average daily and total annual).

Criterion 2: Facility Plan

At a minimum, the Quoter's Facility Plan shall address the items in the bullets listed below.

- Quoter shall provide a facility plan schedule for a period of one year, starting from receipt of the BLM's approved NEPA decision. Quoter's plan shall demonstrate the facility's capability to receive and provide care for no less than 200 animals and no more than 550 animals. The Facility Plan shall demonstrate full capability no later than 180 days after receipt of the BLM's approved NEPA decision.

- The Plan shall identify impediments (e.g. bridges, extreme slopes, drainage, areas of possible flooding), and what is proposed to resolve them. If no impediments exist, provide a statement as such.

- State number of corrals and other facility details to include information such as storage, chutes, gates, loading and unloading facilities, fences, buildings and property information such as access roads, easements, distances, public restrooms (required for onsite events). Adoption event location and occupancy/viewer numbers, etc.

Criterion 3- Key Personnel

The Quoter shall demonstrate and address the items listed below:

Statement certifying that the Farm Project Manager has not been convicted of, nor are they currently under indictment or investigation for any charges related to animal cruelty or similar offenses.

Statement of assurance that the proposed Farm Project Manager will be available for the first year of this project.

Resume. Furnish resume information, which includes employers official name, dates of employment, supervisors name, email and number, job title, duties especially as they relate to the key functions on this requirement, education, specialized training, or certificates.

References (provide 3, of which 2 Farm Project Manager's references must be current and past supervisor).

L.9.3 VOLUME III – FACTOR 3-PAST PERFORMANCE

Quoters shall submit at least one (1) but not more than (3) projects similar in scope and complexity to the work required in this solicitation, which the quoter has completed or is completing within the last five (5) years. For each project, include:

- Name of the project;
- Description of the work;
- Contract number, date and type;
- Name and address of the acquiring Government agency or commercial customer;
- Initial contract amount and final contract amount;

Any problems encountered in performance of the work and corrective action(s) taken; and names(s), email addresses and telephone numbers of references from the acquiring agency or customer who may be contacted for further information.

L.9.4 VOLUME IV- FACTOR 4 PRICE

The price quote shall consist of the quoter's proposed fixed unit price for each line item identified in Section B - Schedule of Services (Pricing) to perform work as specified in the off-range corral SOW. Quoters must complete the unit pricing for all five (5) performance periods. Any omission of unit pricing will deem the quote as inadequate with quote being determined non-responsive. Quoter's proposed unit prices shall include, but are not limited to, all labor, equipment, materials, State and Federal taxes including workman's compensation. Quoter must provide rates that are in consideration of Attachment 3, Wage Determination 2001-0244 Rev. 56.

(End of Section L)

SECTION M- EVALUATION FACTORS FOR AWARD

M.1 EVALUATION

In evaluating quotes, the Government will make tradeoffs among the factors to select the quotes that are most advantageous to the Government. To arrive at a best value decision, the Government will assess each quote in accordance with the following evaluation factors and criterion:

Factor No.	Description	Volume
PHASE I		
1	Technical-Facility-Land	II
PHASE II		
2	Technical Capability	II
	Criterion 1-Technical Experience	II
	Criterion 2- Facility Plan	II
	Criterion 3 - Key Personnel	II
3	Past Performance	III
4	Price	IV

M.2 EVALUATION PHASES

M.2.1. Phase I-Evaluation of Factor 1 Facility-Land. This factor is rated as pass or fail. If pass, then the quote will proceed to Phase II evaluation. If fail, then the quote will be removed from the competition and no longer considered for award.

M.2.2 Phase II- Evaluation of Factors 2-4. Factor 2-Technical Capability, Factor 3 Past Performance, and Factor 4- price.

M.3 RELATIVE IMPORTANCE OF EACH FACTOR

Factor 2, Technical Capability
- Criterion 1 Technical Experience
- Criterion 2 Facility Plan
- Criterion 3 Key Personnel

All criteria above are of equal importance to one another.

Factor 2, Technical Capability is more important than Factor 3, Past Performance.

When non-price Factors (2-Technical Capability) and (3-Past Performance) are combined, they are significantly more important than price, Factor 4.

However, price is still a major consideration in the award decision. The price factor may become more significant in contributing to the award decision if competing quotes offer comparably evaluated technical quotes and past performance assessment confidence.

M.4 AWARD WITHOUT DISCUSSIONS.

As set forth in FAR 52.212(g), the Government intends to evaluate quotes and award a contract without discussions with quoters (except potential clarifications). Therefore, the quoter's initial quote should contain the quoter's best terms from a technical and price standpoint. The Government reserves the right to engage with one of more quoter(s) if the Contracting Officer determines them to be necessary. In the event that engagements are held, the purpose will be to improve the competitive standing of the quote.

M.5 BASIS FOR AWARD.

This is the best value award selection. The Government will select the best overall quote based upon an integrated assessment of technical, past performance, and price. To be eligible for award, the quoter must be deemed responsible in accordance with RFO 9.104; meet all requirements of the solicitation; conform to all required terms and conditions; and include all required certifications, unless a proposed exception is accepted by the Government.
The Government seeks to award the quoter who provides the best value in meeting or exceeding the requirements. This may result in an award to a higher-rated, higher- priced quoter, where the decision is consistent with the evaluation factors and the contracting officer reasonably determines that the superiority of non-price factors of the higher-priced quoter outweighs the price difference. While the Government will strive for maximum objectivity, the award selection process by its nature is subjective. Therefore, professional judgment is implicit throughout the entire process.

M.6 EVALUATION APPROACH

The evaluation will be based exclusively on the content of the quote and any subsequent discussions required. The evaluation will not consider any information or data incorporated by reference or otherwise referred to.

An adjectival rating will be used to evaluate the Technical Quote and Performance Factors. Adjectival ratings shall not be used for quoter's price quote.

M.6.1 FACTOR 1: FACILITY-LAND

For Factor 1, the Government will evaluate whether the quoter has met all requirements identified in Section L. A quoter will be assigned a rating of "Pass" or "Fail" based on the following criteria.

Pass:
The quote provides all required documentation demonstrating the following:

1. Land Ownership or Long-Term Control:
    - Documentation proving ownership or
    - Documentation proving long-term control for at least 7.5 years (e.g., leases, sale agreements, management agreements) as required in Section L.
    - If land is not owned, a management agreement demonstrating authority to make contract-related decisions is included.

2. Adequate documentation of site access:
    - A vicinity map showing site location, routes, road surfacing, mileage, and road maintenance responsibility.
    - Quoter demonstrates that vehicular access is possible during inclement weather.

3. Required land descriptions:
    - A 1:24,000 topographic map identifying improvements and ownership.
    - Verification the land is no more than 50 miles away from Pauls Valley, Oklahoma.
    - Legal descriptions for all lands proposed for the facility.

A quote that meets **all** of the above requirements, with no deficiencies, will be rated **Pass**.

Fail:

A quote will be rated Fail if:

- It fails to provide documentation demonstrating at least 7.5 years of land control when land is not owned, or
- Vendor's facility is located further than 50 miles from Pauls Valley, Oklahoma, or
- Any required documentation listed above is missing, incomplete, or contradictory, or
- Any single element required under Section L is not met.

A single deficiency under this factor results in a Fail rating. Quotes rated Fail under Factor 1 will not advance to Phase II and will be eliminated from further consideration.

M.6.2 FACTOR 2: TECHNICAL CAPABILITY

Based upon the Government's evaluation of the quote, a technical quote adjectival rating will be assigned which reflects the extent to which the quote meets or exceeds the Government's specified performance and capability requirements considering any strengths, deficiencies, and weaknesses associated with the technical quote.

The adjectival ratings shown below will be used to evaluate Factor 2: Technical Capability. The adjectival rating depicts how well the quoter's quote meets the Technical Quote requirements and the level of risk assessed.

Technical Quote Adjectival Rating Evaluation Criteria	
OUTSTANDING	Quote meets requirements and indicates exceptional capabilities and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
GOOD	Quote meets requirements and indicates good capabilities and understanding of the requirements. Quote contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.

ACCEPTABLE	Quote meets requirements and indicates adequate capabilities and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
MARGINAL	Quote does not clearly meet requirements and has not demonstrated adequate capabilities and understanding of the requirements. The quote has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.
UNACCEPTABLE	Quote does not meet requirements and contains one or more deficiencies. Quote is unawardable.

M.6.3 EVALUATION STANDARDS

Factor 2, Technical Capability:

Criterion 1: Technical Experience
The Government will evaluate the experience of livestock services similar in scope, complexity, and magnitude to the work required under this solicitation. The Government will utilize information gained from the quoter's quote, contact references, and may utilize information from sources not provided by the quoter.

Quoters who demonstrate one or more of the following may be rated higher as documented below:

- Experience in performing livestock services that was self-performed will be rated higher than experience gained through subcontracting.
- Demonstrate equine experience will be rated higher.
- Demonstrate wild horse or burro experience will be rated higher.
- Experience in more than one project may be rated higher.

Criterion 2: Facility Plan
The quoter's facility plan will be evaluated to determine that it demonstrated an acceptable approach to the requirement in ratio to the contractor provide facilities, equipment, and labor to the quantities of WHB. The Plan demonstrates adequate levels of effort, resources, and operations to provide quality care and maintenance of the WHB.

Quoters who demonstrate a Facility Plan with the following maybe rated higher:

- Demonstrate experience with maintaining a facility will be rated higher.
- Demonstrate a plan and the necessary equipment to implement dust abatement.
- Demonstrate a plan for monitoring and maintaining water troughs and feeders.

Criterion 3: Key Personnel
Quoter's Farm Project Manager (PM) will be evaluated to determine that they demonstrated the experience and skills as required by the evaluation factor in Section L and the SOW in Section C. At a minimum the PM shall have 3 years of experience with a knowledge of animals.

Quoters who demonstrate a PM with one or more of the following may be rated higher:

- Experience in performing livestock services.
- Demonstrates equine experience.
- Demonstrates wild horse and burro experience.
- Courses from an accredited university relating to livestock or agriculture.
- Degree or minor directly relates to livestock.

M.6.4 FACTOR 3- PAST PERFORMANCE

Evaluation Process and Assigning Ratings. A Past Performance Evaluation Panel consisting of the Contracting Officer and TQE will evaluate past performance for each quoter as addressed in Section M of this solicitation. Each panel member will document past performance evaluation for each quoter. Evaluation of Past Performance Information (PPI) assesses the degree of confidence the Government has on a quoter's ability to provide services required in this acquisition. In evaluating past performance, the Government intends to use data provided by the quoter as well as data obtained from other sources. Past performance will be evaluated to assess how well the quoter has successfully managed and performed contracts (individually or jointly) similar in nature to this acquisition. The recency and relevance of the information, source of the information, context of the data, and general trends in Contractor's performance will be considered.

The evaluation of past performance information will take into account past performance information regarding prime, joint venture partner, team partner, subcontractors, predecessor companies, key personnel who have relevant experience, that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition.

Past Performance Factor evaluation will incorporate findings about the recency of past performance data, its overall relevancy to this acquisition, and qualitative ratings about past performance.

Past performance information may be obtained from any other sources available to the Government, to include, but not limited to, Contractor Performance Assessment Reporting System (CPARS), the Quoter's Integrity Report (formerly FAPIIS), or other databases; interviews with Contracting Officers, Contracting Officer Representatives, and Project Inspectors. Any or all of these sources may be used in this evaluation to obtain a complete picture of past performance, in addition to references provided by quoters. While the Government may consider additional information obtained from other sources, the burden of providing complete information rests with the quoter.

A team consensus will determine an overall confidence rating on the quoter's overall ability to perform ORC support services in accordance with the SOW.

Recency Assessment. To determine the past performance risk assessment rating, each reference submitted by the quoter and additional information obtained by the Government will be reviewed to determine recency. To be recent, the effort must be ongoing or must have been performed during the past five (5) years from the date of issuance of this solicitation. Past performance information that fails this condition will not be evaluated or included in the final assessment rating.

Relevancy Assessment. The Government will conduct an in-depth evaluation of all relevant past performance reference obtained to determine how closely the services performed under those contracts relate to ORC support services. The Government may consider as relevant efforts performed for other agencies of federal, state, or local governments, and commercial customers. In determining relevancy of individual references, consideration will be given to the effort, or portion of the effort, being proposed by the quoter. The Government is not bound by the quoter's opinion of relevancy.

Quoters shall cite contract performance that is as similar to ORC support services demonstrating experience and success in as many criterion aspects of performance as possible, so that collectively, past performance references reflect past performance for all criterion aspects of performance. No single reference need reflect all criterion aspect of performance, and both "relevant" and "somewhat relevant" references may contribute to high overall factor rating, if collectively all are covered. Each reference will be assessed for relevancy in the following areas, however, all aspects of performance that relate to this acquisition may be considered.

1. Technical - success in performance of criterion listed in the technical quote.
2. Managing and performing contracts requiring multiple performance requirements and schedule locations (task orders/projects).
3. Contract management experience and success.

Past performance information will be evaluated for similarity to the ORC support services SOW. Information will contribute to overall relevancy rating if it meets the relevancy criteria for one or more of the criterion aspects of performance described below.

RELEVANCY CRITERION	
RATING	**DESCRIPTION**
Relevant (R)	Multiple references that involved experience with providing services from two or more of the criterion listed above in the technical capabilities factor.
Somewhat Relevant (SR)	References involving experience with providing services from at least one criterion listed above in the technical capabilities factor.
Not Relevant (NR)	References did not involve experience with providing services for any of the criterion listed above in the technical capabilities factor.

Performance Confidence Assessment. The Government will consider the performance quality of recent, relevant efforts. The Government will consider the quoter's past performance record with regard to quality, timeliness, responsiveness, performance results, business relations, reasonable and cooperative behavior, customer satisfaction, interaction with other Contractors, adherence to schedules, as well as any other aspects which appear important to the overall success of the contract. In general, positive findings indicating higher quality performance will increase confidence, and negative findings will lower overall confidence levels; where findings demonstrate experience in a criterion, but inadequate indications of quality of work, sufficient recency, or its relevance, an "unknown" rating would typically be given.

The risk assessment may result in positive or adverse findings. Adverse is defined as past performance information that supports a less than satisfactory rating on any evaluation element or any unfavorable comment received. For adverse information identified, the evaluation will consider the number and severity of the problem(s), mitigating circumstances, and the effectiveness of corrective actions that have resulted in sustained improvements. If the quoter clearly demonstrates management actions employed in overcoming problems and the effects of those actions, in terms of improvements achieved or problems rectified, this may allow the quoter to be rated higher than might otherwise be indicated. The quoter will be given an opportunity to respond to any adverse past performance information obtained by the Government which the quoter did not previously have an opportunity to address. Once past performance information is reviewed, overall performance confidence will be rated as a single, combined rating, as follows:

RATING	DEFINITION
Substantial Confidence	Based on the quoter's recent/relevant performance record, the Government has a high expectation that the quoter will successfully perform the required effort.
Satisfactory Confidence	Based on the quoter's recent/relevant performance record, the Government has a reasonable expectation that the quoter will successfully perform the required effort.
Limited Confidence	Based on the quoter's recent/relevant performance record, the Government has a low expectation that the quoter will successfully perform the required effort.
No Confidence	Based on the quoter's recent/relevant performance record, the Government has no expectation that the quoter will successfully perform the required effort.
Neutral	No recent/relevant performance record is available or the quoter's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

A quoter with no past performance will receive an "Unknown" Confidence Rating. They will not be evaluated favorably or unfavorably on past performance; however, a strong record of relevant past performance may be considered more advantageous to the Government than an "Unknown" performance assessment rating. Likewise, a more relevant past performance record may receive a better assessment rating and be considered more favorably than a less relevant record of favorable performance.

M.6.5 FACTOR 4 PRICE

The price evaluation will assess each quoter's proposed rates for the all five performance periods (base year + 4 one-year option periods). It is anticipated that there will be adequate price competition; therefore, no additional data will be required from the quoter. If the contracting officer determines inadequate price competition, then additional data may be necessary to determine prices fair and reasonable. The Government will evaluate price using the Quoter's Unit Price per Animal per Day (PAAD) for each CLIN; the evaluated price is the PAAD. Capacity is not an evaluation factor. Capacity information will be verified for the apparent successful quoters in the responsibility determination and used to plan animal assignments post-award.

FAR Provision Incorporated by Reference: 52.217-5 Evaluation of Options, JUL 1990

(End of Section M)

(End of Solicitation 140L0126Q0006)

Quote Submission Checklist – Before Quote Submission each quoter should ensure the following documents are included in quotes. Submissions shall include the following documents in Volume I:

- Completed Blocks 17a, 17b (if applicable), 30a, 30b and 30c of the Standard Form 1449.
- Acknowledged receipt of all solicitation amendments (if applicable).
- Representations and Certifications: Quote shall ensure that their Representations and Certifications are up to date in the System for Award Management (SAM) which can be accessed through https://www.sam.gov.
- Even if quote has an active SAM registration, all quoters must:
    - Ensure FAR Provision 52.203-2 Certificate of Independent Price Determination is incorporated in their SAM Registration and if not, they must print, complete required entries and submit with their quote.
    - Ensure FAR Provision 52.209-12 Certification Regarding Tax Matter is incorporated in their SAM Registration and if not, they must print, complete required entries and submit with their quote.
- If assistance is needed with quote preparation, please contact your local APEX Accelerators at website: APEX Accelerators https://www.apexaccelerators.us/#/service-area-locator