SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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

1. REQUISITION NUMBER: 1167209

PAGE 1 OF 23

2. CONTRACT NO.

3. AWARD/ EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 1240BE26Q0076

6. SOLICITATION ISSUE DATE: 06/29/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: JARED MACHGAN

b. TELEPHONE NUMBER (No collect calls): 458-212-6064

8. OFFER DUE DATE/LOCAL TIME: 07/15/2026 1700 PT

9. ISSUED BY CODE 40BE

USDA-FS CSA NORTHWEST 3
1220 SW 3RD AVE
STE 310
PORTLAND OR 97204-2829

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % FOR:

☒ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 237310

SIZE STANDARD: $45

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 04T1

UMPQUA NATIONAL FOREST
2900 NW STEWART PKWY
ROSEBURG OR 97470

16. ADMINISTERED BY CODE 40BE

USDA-FS CSA NORTHWEST 3
1220 SW 3RD AVE
STE 310
PORTLAND OR 97204-2829

17a. CONTRACTOR/ OFFEROR CODE

FACILITY CODE

TELEPHONE NO.

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

18a. PAYMENT WILL BE MADE BY CODE

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Surface Blading with rolling, Roadside veg removal and logout on the Umpqua NF *(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)*: JARED D. MACHGAN

31c. DATE SIGNED

Item	***Supplies/Services***	***Qty***	***Unit of Issue***	***Unit Price***	***Total Price***
0001	811(2) Surface Maint: Single Lane Roads, Scarification required	90.60	Miles		
0002	811(5) Roller Compaction: Single Lane Road	44.82	Miles		
00003	842(2) Cutting Roadway Veg Low Volume Slash Reduction Required	39.62	Miles		
004	842(4) Cutting Roadway Veg High Volume Slash Reduction Required	46.68	Miles		
0005**	851(1) Logging Out: Primary and Secondary Roads	73.54	Miles		
0006	881(1) Mobilization	1	Lump Sum		
				Total	

Schedule Notes:

a) One award will be made from this solicitation, contractors must submit pricing for all items

b) **Tree DBH and quantity is currently unknown. Highly recommended interested parties perform a self-guided site visit.

c) Period of performance July 30, 2026, to December 30, 2026

d) Water may be required for proper compaction and processing during surface maintenance or rolling. Contractors should consider their timing of these line items and include water if performing this operation in the dry season.

Performance Work Statement

1.0 General Information

1.0 General

This is a non-personal services contract to provide Roadside Brushing and Logging out to the Umpqua National Forest. The Government will not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers will be accountable solely to the Contractor who, in turn, is responsible to the Government. Interested parties are highly encouraged to visit the site(s) before submitting an offer.

2.0 Purpose

The purpose of this Contract is for a single Contractor to provide maintenance of forest roads and administrative use roads of the Umpqua National Forest.

3.0 Description of Services

This work includes furnishing labor, equipment, supervision, transportation, operating supplies, and all incidentals necessary to provide road surface maintenance including watering and compaction, removal and end haul of materials, roadside brushing and logout services. The Contractor will provide services in accordance with this Performance Work Statement (PWS), and all applicable federal, state and local laws and regulations.

4.0 Place of performance and Accessibility

Work will be performed on the Umpqua National Forest:

North Umpqua Ranger Station is located in Glide, Oregon, 17 miles east of Roseburg, OR. This office also manages the Diamond Lake Ranger District.

Cottage Grove Ranger Station is located in Dorena, OR, 5 miles east of Cottage Grove, OR.

Tiller Ranger Station is located in Tiller, Oregon, 23 miles east of Canyonville, OR

Vicinity maps are attached to this contract and MVUM maps are available at the Forest Web page https://www.fs.usda.gov/r06/umpqua/maps-guides/motor-vehicle-use-maps

Work areas may be reached by Forest roads that are accessible by a standard two-wheel drive pickup equipped with snow tires and chains, if needed, during normal operating seasons, unless otherwise indicated on Project Maps. Vehicles will not operate off-system roads without prior written approval of the Contracting Officer Representative (COR).

Inaccessibility due to snow, fallen trees, slides or washouts on roads may or may not be corrected at the option of the Government. If road access is blocked, the Government may: (1) provide an alternate access route; (2) delete the inaccessible sub items (s) or; (3) substitute similar sub item(s).

Roads shown on unit maps indicate access to units and do not suggest the roads are open within units or

for any further travel.

Use of motorized equipment other than handheld equipment such as power saws and brush cutters will not be permitted off designated roads in the project area without approval of the COR or as hereinafter provided.

No vehicle will bypass any officially blocked road (barriers, locked gates, posted signs, rock/log/dirt, etc.) without approval of the CO or their representative.

All equipment (brush cutters, loaders, excavators, rollers, etc.) moved to the job site will be cleaned of weeds and their seeds prior to each entrance onto the National Forest lands. Cleaning will consist of the removal of all dirt, grease, debris, and materials that may harbor noxious weeds and their seeds. This may require the use of a pressure hose.

Equipment will be made available for visual inspection by the Forest Service prior to entering National Forest lands. The Contractor will advise of a proposed date for mobilization. Inspections will take place at mutually agreeable enroute locations in advance of entry onto National Forest lands.

The Contractor will take special care under this Contract to prevent contamination of water at the work sites with any petroleum residues from mechanical equipment operations. This will include daily inspection and cleaning as appropriate.

5.0 Period of Performance

The period of performance will be from July 30, 2026 to December 30, 2026

6.0 Contract Type

The Government will award a Firm-Fixed Price (FFP), Stand-Alone, Service Contract. Contractor will furnish to the Government all services specified in the Schedule of Items and called for by the contract.

7.0 Government Regular Working Hours

The Government's regular working hours are Monday through Friday from 0700 to 1700, except federal holidays or when the government installation is closed due to local or national emergencies, administrative closings, or similar government directed closings.

8.0 Federal Observed Holidays

When a federal holiday occurs on a Saturday, federal employees are normally granted the previous Friday as the holiday observance. When a federal holiday occurs on a Sunday, federal employees are normally granted the following Monday as the holiday observance. Below is the list of recognized federal holidays during the period of performance:

Labor Day – September 7, 2026
Columbus Day – October 12, 2026
Veteran’s Day – November 11, 2026
Thanksgiving Day – November 26, 2026
Christmas Day – December 25, 2026

9.0 Contractor Key Personnel

Contract Manager: The Contractor will provide a Contract Manager or designated alternate, as applicable, who has full authority to act for the Contractor on all contract matters relating to this contract. The Contract Manager or alternate will be available during the Government's regular working hours.

Quality Control Representative: The Contractor will provide a Quality Control Representative who will be responsible for the Contractor's Quality Control Plan (QCP) to ensure services are performed IAW the PWS. The Quality Control Representative will implement and maintain full compliance of the QCP throughout the contract period.

10.0 Government Key Personnel

Contracting Officer (CO): The CO is the only person with the authority to: enter into, administer, or terminate contracts; make related determinations and findings on behalf of the government; and legally bind the government. The CO will ensure that the contractor receives impartial, fair, and equitable treatment under this contract. The CO will determine and document the final assessment of the contractor's performance in the government's past performance tracking system.

Contracting Officer's Representative (COR): A COR may be assigned to this contract to monitor all technical aspects and assist in contract administration. The COR may be authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communication with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements (without increasing or decreasing contract scope), including Government drawings designs, and specifications; monitor Contractor's performance and notify both the CO and Contractor of deficiencies; and provide site entry of Contractor personnel. The COR is not authorized to change any of the terms and conditions of the contract.

11.0 Post-Award Conference and Periodic Progress Meetings

The Contractor agrees to attend any post award conference convened by the CO and or COR. The CO and/or COR will meet periodically with the Contractor to review the contractor's performance. At these meetings the CO will appraise the Contractor of how the Government views the contractor's performance and the contractor will appraise the Government of problems, if any, being experienced. Appropriate action will be taken to resolve outstanding issues.

12.0 Changes

The government reserves the right to add, remove, or change the items and quantities to be serviced under this contract, as required. Price adjustments for these changes will be based on the rates specified in the Schedule of Items for identical or similar items. Changes will only be authorized by a warranted CO.

13.0 Inspection and Acceptance

Any inspection and acceptance will be at the location specified in the contract. The designated COR will act as the representative of the CO for purposes of inspection and acceptance of services to ensure compliance with the terms, conditions, and specifications of the subject contract. The COR has no authority to make any changes to the terms and conditions of the contract.

14.0 Invoicing and Payment

All contractor invoices will be submitted via the Invoice Processing Platform (IPP) using contract line item numbers (CLINs). The contractor will be required to establish account(s), access method(s), log-in(s), and necessary training in order to submit invoices through IPP. Invoices not submitted via IPP will not be accepted or paid.

Note: The contractor will only invoice for work performed and as authorized by the contract. Payment will be made only for those items listed on the Schedule of Items. All other work is incidental to those pay items.

Security and Safety Requirements

15.0 Security

The contractor will be responsible for safeguarding all government property provided to the contractor for contractor use under this contract. At the close of each work period, all government property will be secured.

16.0 Conduct of Contractor Personnel

The CO may require the contractor to remove from the work site any employee working under this contract for reasons of misconduct, security, or found to be or suspected to be under the influence of alcohol, drugs, or other incapacitating agent. Contractor employees will be subject to dismissal from the premises upon determination by the CO that such action is in the best interests of the government. Such removal from the work site or dismissal from the premises will not relieve the contractor of the requirement to provide sufficient personnel to perform the services as required by this PWS.

17.0 Safety

Contractor activities will be conducted in a safe manner that minimizes accidents as well as any impact on Government operations and members of the public. Contractor will comply with applicable federal, state, and local codes and standards, including safety and occupational health requirements, as well as any additional specific requirement contained in this PWS.

Technical Requirements

18.0 Specific Tasks

The Contractor will provide all labor, supervision, management, tools, materials, equipment, facilities, transportation, and other items and non-personal services necessary to provide roadside brushing and log out to Umpqua NF road systems. The following establishes the required tasks and the minimum acceptable levels of service.

Item 0001 – 811-2 Surface Maintenance, Single Lane, Scarification required
Item 0002 – 811-5 Roller Compaction, single lane road

811 Surface Maintenance

- Roller compaction will be required on bladed Primary or Secondary Roads when listed as a separate pay item.

- Watering of roads in conjunction with blading or rolling of Primary or Secondary Roads may be required if performed during dry season. If water is used, it will be applied to loose, already bladed or scarified materials to enhance compaction. If needed the Contractor is responsible for supplying the water and should be reflected in the Firm Fixed pricing.

- Turnouts are typically located and spaced closely enough apart to be intervisible on single lane Primary Roads, and spacing averages between 400 feet and 800 feet apart. Turnout spacing on double lane Primary roads will average between 1000 feet and 1500 feet apart. Turnout spacing on

Secondary and Other Roads will average between 500 feet and 1000 feet apart.

- 881.05 PAYMENT:
-
- Payment for mobilization will be authorized after line items 0001 and 0002 are completed.

- Some turnouts may not have been routinely bladed in past cycles of road blading, and therefore require more shaping, smoothing, and removal of unsuitable materials than the adjacent traveled way.

- Turnouts will be shaped and maintained to the full dimensions shown on the Plans wherever practicable.

811.01 SERVICE REQUIRED:

Smooth and shape native or aggregate surfaced roads including traveled way, shoulders, turnouts and intersections. Surface maintenance includes reshaping the crown or slope of traveled way, berms, and drainage dips. Scarification, compaction, or both may be required when shown on the ROAD LISTING.

811.02 PERFORMANCE STANDARD:

Roads

A road surface is maintained to standard when the travel way is free of washboards, potholes, or other irregularities. The surfacing material has been thoroughly loosened to no less than 2-inches depth or the depth of potholes or corrugations. The surface is smooth, and compact, without segregation of the surfacing materials. The surface is crowned or cross-sloped as indicated by the character of the existing subgrade, to at least ½-inch per foot of width, but not more than 1-inch per foot of width. Suitable materials have been recovered and incorporated. Crowned or insloped road surfaces allow water to flow directly into ditches. Shoulders beyond the edges of the traveled way and turnouts have been shaped to allow drainage off and away from the road surface. Unsuitable materials have been removed from the traveled way and shoulders, placed outside the roadbed without concentration and without obstructing drainage ways or structures. When specified in the ROAD LISTING, unsuitable materials have been hauled and placed in designated disposal areas.

When specified in the ROAD LISTING, aggregate surfacing has been scarified to a depth of 4-inches to 6-inches prior to final shaping as described above.

When specified in the ROAD LISTING, water has been hauled and incorporated into the surfacing material to reduce segregation and/or to improve required compaction.

When specified in the ROAD LISTING, aggregate surfacing has been roller compacted following final shaping so that no visual displacement occurs from hauling or spreading equipment.

Shoulders along paved roads are maintained to standard when unsuitable material (soil, moss, gravel, and other debris) has been removed from paved surfaces within 3-feet of pavement edges on both sides of the road. Unpaved shoulders adjacent to paved surfaces have been maintained and shaped to provide a smooth transition from the paved surface and to allow drainage off and away from the road surface or into ditches. Shoulders without ditches are shaped for a minimum of 2-feet, up to 6-feet, from the pavement edge as necessary for drainage. Unsuitable materials have been removed from the shoulders. All unsuitable materials

removed from paved surfaces and shoulders have been placed outside the roadbed without concentrations, without obstructing drainage ways or structures, and are not located where erosion can allow sediment delivery to streams. When specified in the ROAD LISTING, unsuitable materials have been hauled and placed in designated disposal areas.

811.03 LOCATION OF WORK:

As specified on roads listed on the ROAD LISTING BELOW or SHOWN ON THE PLANS.

Item 0001 - 811(2):Surface Maintenance: Single Lane Roads, scarification required			
Road Number	From	To	Miles
2700-000	End Double Lane (MP 11.84, JCT 2715)	Rd 28 (MP 29.6)	17.76
2814-000	JCT 2800-000	JCT 2715-000	9.81
2924-000	JCT 2900-000	JCT 2900-000	11.45
2925-000	JCT 2900-000	JCT 3100-000	14.25
3200-000	County Rd 36	County Rd 1	13.33
3800-000	end asphalt (16.71)	JCT 5850-000 (MP 23.97)	7.62
2715-530	JCT 2715-000	End (MP 4.63)	4.63
2925-700	JCT 2925-000	MP 1	1.00
3401-800	JCT 3401-000	JCT 3401-000	3.59
3401-840	JCT 3401-800	End (MP 0.2)	0.20
2800-003	2800-000	End	0.14
2800-004	2800-003	End	0.05
2800-052	2800-000	2800-000	0.10
2800-304	2800-000	End	0.20
4712-000	End of Asphalt MP 0.15)	JCT 4714-000	6.47
		total miles	90.60

Item 0002 - 811(5):Roller Compaction: Single Lane Roads			
Road Number	From	To	Miles
2700-000	End of Double Lane (MP 11.3)	JCT 2800-000	17.76
3200-000	County Rd 36	End (MP 13.33)	13.33
3800-000	End of asphalt (MP 16.71)	JCT 5850-000 (MP 23.97)	7.26
4712-000	End of asphalt (MP 0.15)	JCT 4714-000	6.47
2800-003	2800-000	End	0.14
2800-004	2800-003	End	0.05
2800-052	2800-000	2800-000	0.10
2800-304	2800-000	End	0.20
		total miles	45.31

811.04 MEASUREMENT:

Measurement under this Section will be made by the total number of units for each item in the SCHEDULE OF ITEMS completed and accepted.

A. Single Lane Roads: Surface maintenance will be measured along the centerline of the roadway. Turnouts are incidental. Measurement will be to the nearest one- hundredth (0.01) mile.

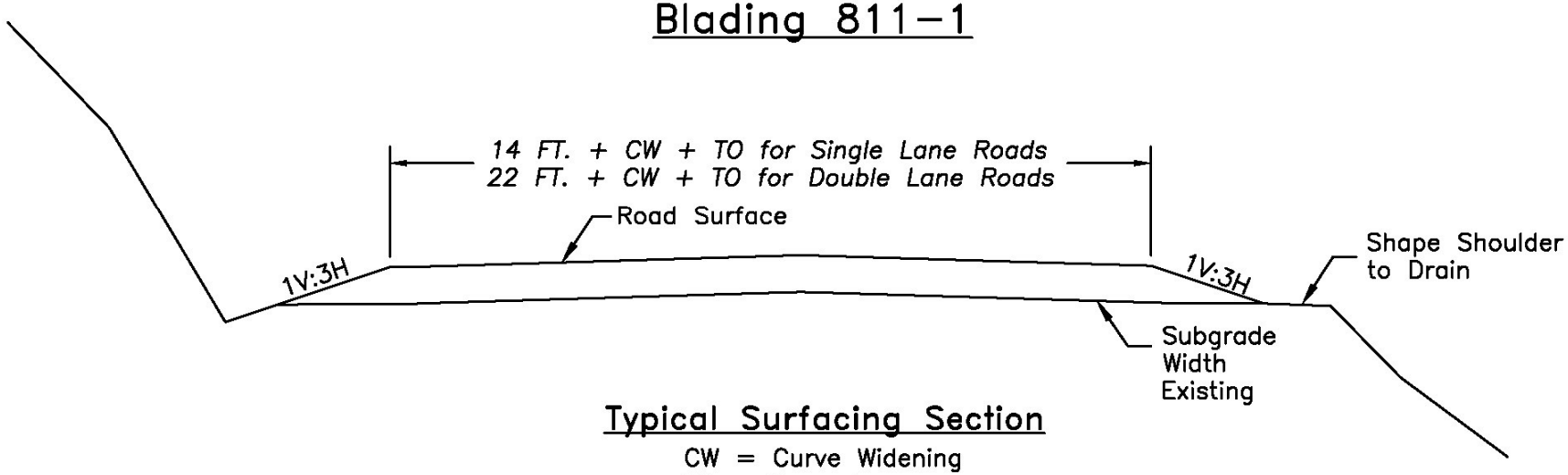
B. Double Lane Roads: Surface maintenance will be measured along the centerline of the roadway. Measurement will be to the nearest one-hundredth (0.01) mile.

C. Road Mile: Work activity will be measured along the centerline of the road regardless of the number of lanes.

811.05 ACCEPTABLE QUALITY LEVELS:

Description	Major Defect	Minor Defect	Allowable Defects		Required Action	
			Major	Minor	Major	Minor
Aggregate Surface Quality	Gradation of surface aggregate is degraded by more than 10%	Gradation of surface aggregate is degraded by less than 10%	0 per pay unit	1per pay unit	Rework	Rework if greater than 2 minor defects
	A loss of more than 10 CY/mile	A loss of more than 10 CY/mile	0 per pay unit	0 per pay unit	Replace or recover lost material	Accept the loss of material
	Surfacing is segregated over more than a 100 square yard area per 1000 linear feet of road and traffic safety is compromised	Surfacing is segregated over more than a 100 square yard area per 1000 linear feet of road and traffic safety is not compromised	0 per pay unit	2 per pay unit	Rework	Accept the loss of surface quality
Roller Compaction	Visible displacement Occurs under hauling or spreading equipment	N/A	0 per pay unit	N/A	Rework	N/A
Ditches and Road Drainage Structures	Impeded flow or water diverted out of drainage structure	<20% impeded, but water will stay in channel	0 per pay unit	1 per pay unit	Rework	Rework if greater than 1 minor defect
Backslopes	Undercut backslope will result in destabilization of slope	Undercut backslope will not result in destabilization of slope	0 per pay unit	1 per pay unit	Repair and Stabilize	Revegetate if greater than 1 minor defect
Shoulder Maintenance (Paved Roads)	Elevation difference between pavement and shoulder is greater than 1- inch	N/A	0 per pay unit	N/A	Rework	N/A
	Material greater than ¼-inch diameter remaining on the road surface	N/A	0 per pay unit	N/A	Rework	N/A
Surface Irregularities	Potholes greater than 1-inch deep and wider than 1- foot	N/A	0 per pay unit	N/A	Rework	N/A
	Washboards greater than 1- inch deep and greater than 20 feet in length along road	N/A	0 per unit	N/A	Rework	N/A
Road Cross Section	Crown or cross slope is not within on more than 5 % of Road per pay unit or Does not drain properly does not drain	N/A	0 per pay unit	N/A	Rework to achieve less than 10% length out of range. Rework for 100 percent drainage	N/A

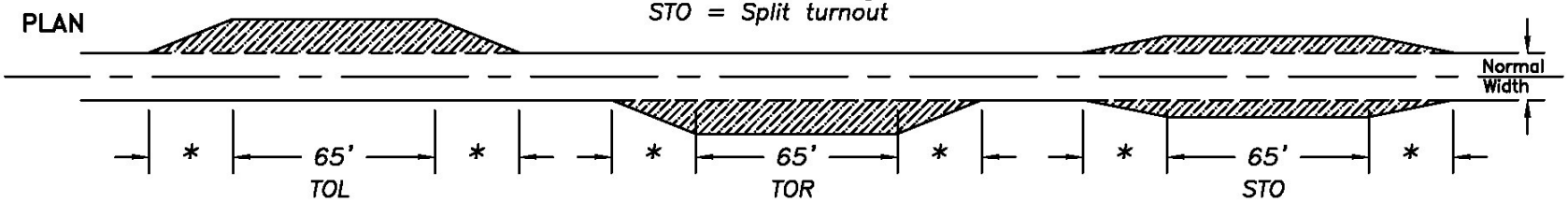
Road Structure Details
Blading 811-1



Typical Surfacing Section

CW = Curve Widening
TO = Turnout

TOL = Turnout Left
TOR = Turnout Right
STO = Split turnout



Typical Turnout Sections

*Note: * Primary and Secondary Roads have 50' tapers and 10' wide turnouts.*
Other roads have 25' tapers and 6' wide turnouts.
For split turnouts: turnout width is split between left and right sides.

Item 0003 – 842 Roadside Brushing, Low Volume, Slash reduction required
Item 0004 – 842 Roadside Brushing, High volume, Slash Reduction required

842 Roadway Vegetation Maintenance

- Pay items for cutting roadway vegetation are categorized as having either high volumes or low volumes of vegetation requiring treatment. The specific applicable pay item for each road in the Road Listing will be established by the Contracting Officer at the time of award.
    - Typically, high volume vegetation roads have not been treated for more than seven years, have severely restricted sight distance due to vegetation encroachment, may have vegetation encroachment that contacts the sides of standard-sized highway vehicles, and may have small trees growing from within the traveled way.
    - Typically, low volume vegetation roads have been treated within the last seven years, have only moderately or slightly restricted sight distance, or do not have any of the other typical conditions described for high volume vegetation roads for more than ten-percent of the road segment.

842.01 SERVICE REQUIRED:

Cutting all vegetative growth, including trees and other vegetation less than 5 inches in diameter measured 6 inches above the ground, on roadway surfaces and roadsides.

842.02 PERFORMANCE STANDARD:

A. General

1. Brush, trees and other vegetation are cut within each area treated to a maximum height of 6 inches above the ground surface or obstruction such as rocks or existing stumps. All limbs which extend into the treated area, or over the roadbed, to a height of 14 feet above the traveled way surface elevation have been removed.
2. Items to remain will be DESIGNATED ON THE GROUND.
3. Self-propelled equipment is not allowed on cut and fill slopes or in ditches.
4. Trees within the cutting limits, but outside the roadbed and ditch, which are over 5 inches measured at 6 inches above the ground have been limbed in lieu of cutting.
5. Limbed trees have limbs cut within 4 inches of the trunk.
6. There is minimal or no damage to trunks of remaining trees.

B. Cutting Side Vegetation

1. The treated area includes the road bed measured from the center line to each defined road edge, or to the bottom of the ditch on ditched road segments, plus an additional 4 feet on each side. Where there is no defined road edge or ditch, the treated area extends 12 feet from each side of the road center line.

2. Transitions between differing increments of cutting width have tapered lengths of not less than 50 feet and not more than 70 feet.

C. Debris

1. Materials resulting from the cutting operation in excess of 12 inches in length or 3 inches in diameter do not remain on roadway slopes within the treated area, in ditches, or within water courses.

2. Limbs and chunks in excess of 3 inches in any dimension do not remain on the traveled way or shoulders.

3. For road segments where slash reduction is identified in the ROAD LISTING as not required, materials are scattered beyond the roadbed, outside of the work area and drainages.
4. For road segments where slash reduction is identified in the ROAD LISTING as required, all materials are reduced in size to less than 12 inches in length and 3 inches in diameter by use of a masticator, mechanical chipper, or similar means. Resultant material is placed on cut slopes or outside of the work area but not in ditches or drainages. There are no accumulations of chips on steep cut slopes where the material will ravel into ditches.

842.03
LOCATION OF WORK:
As specified on roads listed on the ROAD LISTING below or SHOWN ON THE MAPS.

Item 0003 - 842(2): Cutting Roadway Veg low Volume Slash Reduction Required			
Road Number	From	To	Miles
2814-000	JCT 2800-000	JCT 2715-000	9.81
3200-000	County Rd 36	County Rd 1	13.33
4712-009	JCT 4712-000	End	0.55
6800-000	JCT 2900-000	MP 15.93 (Umpqua NF boundary)	15.93
		total miles	39.62

Item 0004 - 842(4): Cutting Roadway Veg High Volume Slash Reduction Required			
Road Number	From	To	Miles
2924-000	JCT 2900-000	JCT 2900-000	11.45
2938-000	JCT 2900-000	JCT 2924-000	6.48
3800-000	JCT 3828-000 (MP16.59)	JCT 5850-000 (MP 23.97)	7.38
4711-000	JCT HWY 138	JCT 2703-000	11.40
4712-000	JCT HWY 138	JCT 4714-000	6.47
2980-100	JCT 2980-000	JCT 2924-000	3.50
		total miles	46.68

842.04 MEASUREMENT:

Measurement under this Section will be made by the total number of units for each item listed in the SCHEDULE OF ITEMS completed and accepted.

Mile: Work activity will be measured along the centerline of the road regardless of the number of lanes.

842.05 - ACCEPTABLE QUALITY LEVELS:

Description	Major Defect	Minor Defect	Allowable Defects		Required Action	
			Major	Minor	Major	Minor
Tree damage	**Damage to more than 30% of the tree bole**	**Damage to less than 30% of the tree bole**	**2 per pay unit**	**5 per pay unit**	**Remove or treat**	**Treat**
Horizontal Clearance	**More than 20% not cleared to limits**	**20% or less not cleared to limits**	**0 per pay unit**	**1 per pay unit**	**Rework**	**Rework if greater than 1 minor defects.**
Vertical Clearance	**More than 20% not cleared to limits**	**20% or less not cleared to limits**	**0 per pay unit**	**1 per pay unit**	**Rework**	**Rework if greater than 1 minor defects**
Height above ground surface	**More than 20% not cleared to limits**	**20% or less not cleared to limits**	**0 per pay unit**	**1 per pay unit**	**Rework**	**Rework if greater than 1 minor defects**
Drainage	**Impeded flow or water diverted out of drainage structures**	**20% or less impeded, but water will stay in the channel**	**0 per pay unit**	**1 per pay unit**	**Rework**	**Rework if greater than 1 minor defects**
Oversized Material	**Concentrations of material greater than 3" in any dimension remaining on traveled way or shoulders**	**Isolated pieces of material greater than 3" in any dimension remaining on traveled way or shoulders**	**0 per pay unit**	**10 per pay unit**	**Rework**	**Rework if greater than 2 minor defects**
	Material greater than 3" diameter and 12" in length remaining on roadway slopes, ditches or water courses.	**N/A**	**0 per pay unit**	**N/A**	**Rework**	**N/A**
Work Area Management	**Not following approved safety plan which may include signs, flaggers, and other temporary traffic control measures**	**Not following approved safety plan which may include signs, flaggers, and other temporary traffic control measures**	**0 per pay unit**	**0 per pay unit**	**Suspend work until in compliance**	**Suspend work until in compliance**

Item 0005 – 851 Logging Out, Primary and Secondary roads

851 Hazard or Obstruction Removal

- Logging out includes removal of log segments within the travel way and ditch line. See drawing 851-1 for the area to be treated.
- Chainsaw work may be required if the log being removed is hung up on the cut bank.
- This work does NOT include moving large rocks from the roadway, slides, abandoned RVs etc. If those are found during the contract, inform the COR for them to be addressed.

851.01 Service Required

Remove and/or stabilize hazards and obstructions.

851.02 Performance Standard

Work is complete when hazards have been removed or stabilized and when the road is passable by the intended traffic.

851.03 Location of Work

As specified on roads listed on the ROAD LISTING or SHOWN ON THE MAPS.

Item 851(1): Logging Out: Primary and Secondary Roads			
Road Number	From	To	Miles
2814-000	JCT 2800-000	JCT 2715-000	9.81
2924-000	JCT 2900-000	JCT 2900-000	11.45
2938-000	JCT 2900-000	JCT 2924-000	6.48
3200-000	County Rd 36	County Rd 1	13.33
3401-840	JCT 3401-800	End (MP 0.2)	0.20
4711-000	JCT HWY 138	JCT 2703-000	11.40
4712-000	JCT HWY 138	JCT 4714-000	6.47
2980-100	JCT 2980-000	JCT 2924-000	3.50
3100-600	JCT 3100-000	Road Failure (MP 7.31)	7.31
3401-800	JCT 3401-000	JCT 3401-000	3.59
		total miles	73.54

851.04 Measurement

Measurement under this Section will be made by the total number of units for each item listed in the SCHEDULE OF ITEMS completed and accepted.

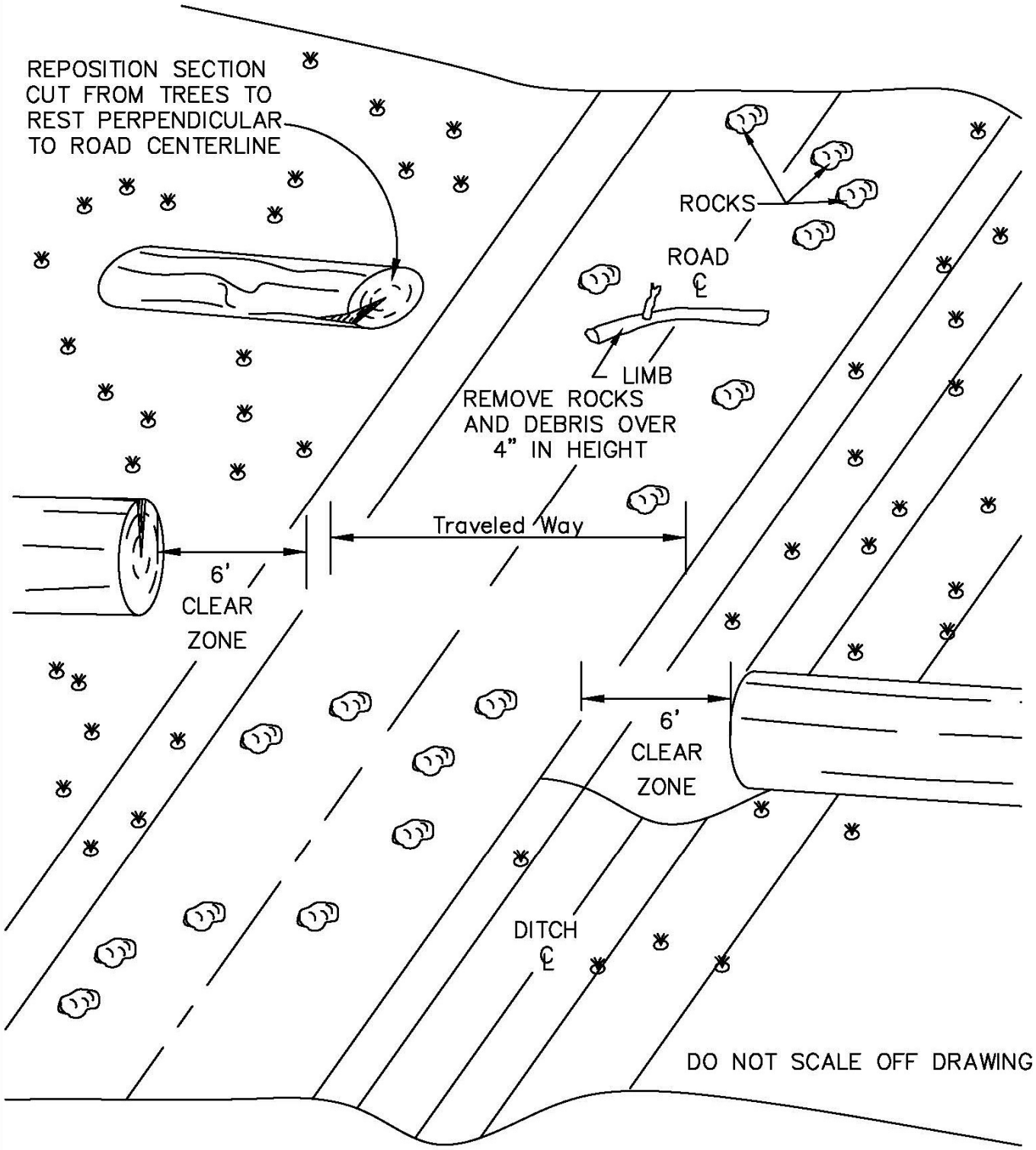
Mile: Work activity will be measured along the centerline of the road regardless of the number of lanes.

851.05 -Acceptable Quality Levels

Description	Major Defect	Minor Defect	Allowable Defects		Required Action	
			Major	Minor	Major	Minor
Utilization of Timber	Log lengths do not meet utilization standards (see Call)	N/A	0	N/A	Charge for loss of stumpage or Recut to acceptable length	N/A
Stump Heights	Exceed Specified Height by more than 12 inches	Exceed Specified Height by up to 6 inches	0 per pay unit	2 per pay unit	Rework	Rework if greater than 4 minor defects
Tree damage caused by Service Provider's operations	Damage to more than 30% of the tree bole	Damage to 30% or less of the tree bole	0 per pay unit	0 per pay unit	Remove or Treat	Treat
Impeded flow for ditches, inlet/outlet channels, and catch basins caused by Service Provider's Operations	Water will be diverted out of the drainage structure or system	20% or less impeded, but water will stay in the channel.	0	2 per pay unit	Rework	Rework if greater than 2 minor defects
Hazards that interfere with the use of the road (Primary and Secondary Roads)	Unstable hazards that remain in the Clearing Limits	N/A	0	N/A	Rework	N/A
Hazards that interfere with the use of the road (Other Roads)	Unstable hazards that remain within the Traveled way	N/A	0	N/A	Rework	N/A
Log Out	Horizontal clearance - more than 20% not cleared to specified distance	Horizontal clearance - 20% or less not cleared to specified distance	0	1 per pay unit	Rework	Rework if greater than 1 minor defect
	Vertical clearance -more than 20% not cleared to specified distance	Vertical clearance - 20% or less not cleared to specified distance	0	1 per pay unit	Rework	Rework if greater than 1 minor defect
Work Area Management	Not following approved safety plan which may include signs, flaggers, & other temporary traffic control measures	N/A	0	0	Suspend work until in compliance	N/A

Hazard Removal 851-1

NOTE: APPLIES TO PRIMARY AND SECONDARY ROADS.
OPEN ROAD TO AT LEAST THE WIDTH OF THE CLEAR ZONE.



Item 0006 – 881 Mobilization:

881.01
Service Required

A. Mobilization of personnel, equipment, and material to the project site.

881.02
PERFORMANCE STANDARD:

Equipment will be clean and weed free prior to moving it to the project area. This cleaning will remove all soil, plant parts, seeds, vegetative matter, or other debris that could contain or hold seeds. All subsequent move-ins of equipment to the project area will be treated in the same manner as the initial move-in.
Equipment will be considered free of soil, seed, and other such debris when a visual inspection does not disclose such material. This requirement does not apply to service vehicles, water trucks, pickups, cars, and/or similar vehicles.

Additional equipment washing is applicable to all equipment on site requiring washing, NOT individual pieces of equipment.

Unless otherwise agreed, the Forest Service will be given a minimum of 24 hours notice when equipment is ready for inspection. Notification will include an agreed upon location where the equipment will be available for inspection by the Forest Service. Inspection will be required after every cleaning

881.03 Measurement:

Measurement under this Section will be made by the total number of units for each item listed in the SCHEDULE OF ITEMS completed and accepted.

Each: Measured by the total number of units for each item in the schedule of items completed and accepted.

881.04 Acceptable Quality Levels

Description	Major Defect	Minor Defect	Allowable Defects		Required Action	
			Major	Minor	Major	Minor
Weed free equipment	Equipment not weed free.	N/A	0	N/A	Equipment rejected until it can be made weed free	N/A
Ordered Movement of Equipment	Equipment not moved within designated time	N/A	N/A	N/A	N/A	N/A
Equipment meets all state and federal regulations	Does not meet state and federal regulations	N/A	0	N/A	Bring equipment up to state and federal regulations or replace equipment	N/A
Equipment leaks	Equipment leaks in sensitive areas or leaks that are large and not typically inherent in the specific equipment	Small leaks inherent in the specific type equipment	0	N/A	Replace equipment and restore affected site as directed by the Contracting Officer	Place absorbent pads under equipment when not operating.

881.05 PAYMENT:

Payment for mobilization will be authorized after line items 0001 and 0002 are completed.

19.0 Invoicing and Payment

All contractor invoices shall be submitted via the Invoice Processing Platform (IPP) using contract line-item numbers (CLINs). The contractor shall be required to establish account(s), access method(s), log-in(s), and necessary training in order to submit invoices through IPP. Invoices not submitted via IPP shall not be accepted or paid.

The contractor shall only invoice for work performed and authorized by the contract. Payment will be made only for those items listed on the Schedule of Items at the contract price per unit of measurement.

Payment will be authorized once a line item is completed, inspected and accepted. All invoices will be submitted no later than 10 days after inspection is carried out.

All accepted quantities will be paid at the contract price per unit of measurement for the per line items in the schedule of items. All invoices will be submitted no later than 10 days after final inspection is carried out.

20.0 Activity Report

The contractor will maintain an activity report for all services performed on each road covered under this contract. At a minimum, the report will include road number, road name, beginning milepost, ending milepost, total miles, type of work performed, date of performance, and final status. Reports will be submitted with their corresponding invoice for payment.

21.0 Safety and Traffic Control Plan

The contractor will develop a work-specific safety plan that addresses all possible hazards that may exist on the work site, ensures the safety and convenience of the public, and protects the residents and property adjacent to the work site. The plan will include accommodating public traffic on roads adjacent to and within the work site until the work is completed and accepted by the government. Warning signs will be placed IAW the standards of the Manual on Uniform Traffic Control Devices (MUTCD), current edition, while work is in progress. This will include “Slow Moving Equipment” signs attached to all road surface equipment. The contractor will submit the plan to the CO and COR NLT 5 business days after contract award. An updated copy will be provided to the CO and COR as changes occur.

The Contractor will provide adequate two-way communication as to report a fire to Forest Service within 15 minutes of detection. FCC Regulations prohibit commercial use of Citizen Band (CB) radios. (CB’s are not considered adequate two-way communication).

Such communication will be operable during periods of operation of power-driven equipment, including the time fire security is required.

22.0 Contractor Furnished Equipment

All contractor furnished equipment and vehicles to be used at the work site will be cleaned and free of invasive species (noxious weeds), seeds, external grease and oil and will be inspected at an approved location prior to entrance onto federal government lands. The restriction will include equipment and vehicles intended for off-road use, whether they are owned, leased, or borrowed by the contractor or subcontractor. All protective plating and armoring will be intact and properly functioning on the equipment to reduce the potential for damaging hydraulic hoses or the undercarriage. Spill kit approved by OSHA for petroleum product leaks will be on-site at all times.

23.0 Special Qualifications

The contractor will, at no additional cost to the government, obtain all licenses and permits required for performance of work and for complying with all applicable local, state, and federal laws and regulations.

24.0 Service Interruptions

If any services must be interrupted (even temporarily) due to maintenance of contract work, the Contractor will notify the CO and COR at least 3 business days in advance. If the service is due to an emergency breakdown, the Contractor will notify the CO and COR as soon as practicable.

Performance Requirements Measures

25.0 Contractor's Performance

The government expects the contractor to work at an acceptable performance level throughout the life of the contract, and the contractor's performance will be given significant consideration when evaluating recommendations for future government contracts and/or awards.

26.0 Acceptable Performance

Acceptable performance is achieved if 95% of the requirement is successfully satisfied. The Contractor's acceptable performance will be rated in COR reports and in the Contractor Performance Assessment Reporting System (CPARS) as Satisfactory, Very Good, or Exceptional.

27.0 Unacceptable Performance

Unacceptable performance is achieved if less than 95% of the requirement is satisfied (e.g., work specified by contract is incomplete or work is not IAW the PWS and manufacturer's specifications). If the performance is deemed unacceptable for any objective (required task), the COR will determine the possible cause of this unacceptable performance. Unacceptable performance caused by actions of the Contractor will be reported to the Contractor's on-site representative and request its signature on documentation acknowledging notification. Unacceptable performance caused by actions of the Government will not be held against the Contractor. If the Contractor disputes the results of surveillance, the COR must refer the Contractor to the CO for resolution. The Contractor's unacceptable performance will be rated in COR reports and in CPARS as Marginal or Unsatisfactory.

Government-Furnished Property and Utilities

28.0 Government-Furnished Property

Unsuitable material disposal areas will be designated as needed after award.

29.0 Government-Furnished Utilities

None

Definitions, Acronyms, and Applicable Laws, Regulations and Guidance

30.0 Definitions

Appurtenance: A structure along the road of value such as guard rails, bridge rails, culverts, and signage.

Base Course: The layer or layers of specified or selected material of designed thickness placed on a subbase or a subgrade to support a surface course. (See Illustration of Road Maintenance Terms.)

Berm: A curb or dike that controls roadway runoff water, or delineates traffic direction

Calendar Day: Refers to the period of elapse time, using Coordinated Universal Time or local time that begins at midnight and ends 24 hours later at the next midnight.

Channel: A natural waterway leading into or away from a culvert or bridge.

Cross ditch: A willow ditch placed across the roadbed to remove water from the roadbed surface that can be driven across by full-size pickups or other high clearance vehicles; usually placed diagonal to the centerline.

Culvert: Any structure that provides a passageway, drain, or waterway under a road or embankment.

Day: Unless otherwise specified, it means a calendar day.

Defective Service: A service output that does not meet the standard of performance associated with the Performance Work Statement.

Deliverable: Anything that can be physically delivered but may include non-manufactured things such as meeting minutes or reports.

Ditch: A relatively long narrow excavation placed to collect or disperse water.

Drainage dip: A drainage structure that was previously constructed within the roadbed surface to form a uniform depression that allows routine passage of vehicles while diverting water from the traveled way.

Drainage ditch: A ditch located parallel to and abutting the roadbed.

Drainage structure: A term identifying manufactured devices placed to control water movements.

Equipment: A tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

Foreslope: The slope of the ditch section nearest to the traveled way.

Grade: The vertical alignment of the top surface of the road.

High Clearance Vehicles: Vehicles such as pickups, 4x4s, and log trucks.

Highway Vehicles: Vehicles such as passenger cars, High and low high clearance vehicles.

Hydrologic Function: Physical properties of the occurrence and movement of water on the earth's surface and in particular that part which crosses transportation systems.

Invoice: A contractor's bill or written request for payment under the contract for supplies delivered or services performed.

Lead-off ditch: A ditch used to remove water from roadside drainage ditches, the roadway, cattleguards, or drainage structures such as culverts and drainage dips.

Low Clearance Vehicles: Vehicles such as passenger cars, non 4x4 pickups, vans and other highway vehicles.

Materials: Any substances specified for use in the performance of the work.

Measurement: Method of determining and expressing the quantities of work.

Nominal Dimensions or Weights: The numerical values shown on the drawings or in the specifications as measurements for the work.

Patching: Minor repairs.

Paved Surface or Pavement: Denotes asphalt, concrete, or other stabilized materials excluding natural aggregates. Dust palliative treatments are not considered as pavement.

Reasonably Close Conformity: Means compliance with customary maintenance tolerances where working tolerances are not specified.

Right-of-Way: A general term denoting land, property, or interest therein acquired for or devoted to a road.

Roadbed: The portion of a road between the intersection of the subgrade and side slopes, excluding that portion of the ditch below the subgrade.

Road Listing: A preliminary listing of road locations and any established work priorities.

Serviceable Condition: Refers to items that are usable; ready for use; in proper operating condition; durable; clean and in good condition; usable for its intended purpose.

Shoulder: The portion of the roadway continuous to the traveled way for accommodation of stopped vehicles, emergency use, and lateral support of travel way structure.

Slough or Slide: Material deposited on the roadway that may need to be repositioned or removed.

Slump: A localized portion of the roadbed that has slipped, or otherwise become lower than the adjacent roadbed, and constitutes a hazard to traffic.

Subgrade: Top surface of roadbed upon which subbase, base course, or surface course was constructed.

Supplemental Specifications: Specifications that detail conditions and requirements peculiar to the individual project.

Traveled Way: The portion of the roadway for the movement of vehicles. For purpose of this contract, traveled way includes turnouts and curve widening.

Turnout: A short auxiliary lane on a one-lane road provided for passage of meeting vehicles.

Unsuitable Material: Material removed during maintenance which must be disposed of in designated locations. Includes material with substantial amounts of vegetation or other objectionable material.

Waterbar: A deeper type of cross ditch which is not intended for the passage of low clearance passenger vehicles.

Industrial Fire Precaution Levels terms:

a. Cable yarding systems: A yarding system employing cables and winches in a fixed position.

b. Closed season (Fire Precautionary Period): That season of the year when a fire hazard exists as declared by the responsible agency official.

c. Loading sites/woods site/project area: A place where any product or material (including but not limited to logs, firewood, slash, soil, rock, poles, posts, etc.) is placed in or upon a truck or other vehicle.

d. Low hazard area: Means any area where the responsible agency representative (WDNR, ORF, BIA, BLM) determines the combination of elements reduces the probability of fire starting and/or spreading.

e. Tractor/skidder operations: Include a harvesting operation, or portion of a harvesting operation, where tractors, skidders, or other harvesting equipment capable of constructing fireline, are actively yarding forest products and can quickly reach and effectively attack a fire start.

32.0 Applicable Laws, Regulations, and Guidance

The contractor will perform the required services IAW the specifications in this PWS, and all applicable federal, state and local laws and regulations. Additional requirements and information may be found from the following sources:

EPA: Environmental Protection Agency (https://www.epa.gov)

MUTCD: Manual on Uniform Traffic Control Devices (https://mutcd.fhwa.dot.gov/)

NEPA: National Environmental Policy Act (https://www.epa.gov/nepa)

OSHA: Occupational Safety and Health Administration (https://www.osha.gov)

EM 7100-15: Sign and Poster Guidelines for the Forest Service (available here: https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/stelprd3810021.pdf);

1071 2812P: Forest Service Sign Installation Guide (available here: https://www.fs.fed.us/t-d/pubs/pdfpubs/pdf10712812/pdf10712812dpi72.pdf

33. Attachments

01 C04-2a Wage Rates for Douglas County

02 C04-2b Lane County Oregon

03 C04-3 Vicinity Map

04 C04-4 Commercial Road Rules

05 C04-5 Fire Protection Plan FS-6500-52

Federal Acquisition Regulation (FAR) and United States Department of Agriculture Acquisition Regulation (AGAR) Clauses and Provisions

The clauses and provisions contained herein are applicable to any order awarded as a result of this solicitation. The terms and conditions set forth herein supersede all other terms and conditions. Acceptance of the order in accordance with (IAW) FAR 12.201-1(b)(2) constitutes acceptance of all terms and conditions contained herein.

As part of the Revolutionary FAR Overhaul (RFO), system updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in this solicitation. Contracting officers will rely on representations from offers based on provisions in the solicitation. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

52.252-2 Clauses Incorporated by Reference Feb 1998

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

52.212-4 Terms and Conditions—Commercial Products and Commercial Services (Nov 2025)
☐ Alternate I (Nov 2025) of 52.212-4
52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)
52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.222-50 Combating Trafficking in Persons (Nov 2025)
☐ Alternate I (Nov 2025) of 52.222-50
52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
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 (Sep 2025)
52.233-4 Applicable Law for Breach of Contract Claim (Sep 2025)
52.240-91 Security Prohibitions and Exclusions (Nov 2025)
☐ Alternate I (Nov 2025) of 52.240-91
52.244-6 Subcontracts for Commercial Products and Commercial Services (Nov 2025)

The following clauses are applicable if checked:

☐ 52.203-6 Restrictions on Subcontractor Sales to the Government (Jun 2020) with Alternate I (Nov 2021) of 52.203-6
☐ 52.203-13 Contractor Code of Business Ethics and Conduct (Nov 2021)
☐ 52.204-9 Personal Identity Verification of Contractor Personnel Jan 2011
☒ 52.204-13 System for Award Management—Maintenance (Nov 2025)
☐ 52.204-91 Contractor identification (Nov 2025)
☒ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2025)

☐ 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Sep 2025)
☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Sep 2025)
☐ 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Nov 2025)
☒ 52.219-6 Notice of Total Small Business Aside (Nov 2025)
☐ Alternate I (Mar 2020).
☐ 52.219-8 Utilization of Small Business Concerns (Nov 2025)
☐ 52.219-9 Small Business Subcontracting Plan (Nov 2025)
☐ Alternate III (Nov 2025) of 52.219-9.
☐ Alternate IV (Nov 2025) of 52.219-9
☐ 52.219-14 Limitations on Subcontracting (Nov 2025)
☐ 52.219-16 Liquidated Damages—Subcontracting Plan (Nov 2025)
☐ 52.219-33 Nonmanufacturer Rule (Nov 2025)
☒ 52.222-3 Convict Labor (June 2003)
☒ 52.222-19 Child Labor—Cooperation with Authorities and Remedies (Nov 2025)
☒ 52.222-35 Equal Opportunity for Veterans (Nov 2025)
☐ Alternate I (Jul 2014) of 52.222-35
☒ 52.222-36 Equal Opportunity for Workers with Disabilities (Nov 2025)
☐ Alternate I (Jul 2014) of 52.222-36
☒ 52.222-37 Employment Reports on Veterans (Nov 2025)
☒ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010
☒ 52.222-41 Service Contract Labor Standards (Aug 2018)
☒ 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

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

Employee Class	Monetary Wage -- Fringe Benefits

☐ 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018)
☒ 52.222-44 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014)
☐ 52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014)
☐ 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (Nov 2025)
☒ 52.222-54 Employment Eligibility Verification (Nov 2025)
☒ 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)
☒ 52.222-90 Addressing DEI Discrimination by Federal Contractors (Apr 2026)
☐ 52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (Nov 2025)

☐ 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)
☐ Alternate I (May 2008) of 52.223-9
☐ 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Nov 2025)
☐ 52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Nov 2025)
☒ 52.223-23 Sustainable Products and Services (Nov 2025)
☐ 52.224-3 Privacy Training (Jan 2017)
☐ Alternate I (Jan 2017) of 52.224-3
☐ 52.225-1 Buy American-Supplies (Nov 2025)
☐ Alternate I (Oct 2022) of 52.225-1
☐ 52.225-3 Buy American--Free Trade Agreements--Israeli Trade Act (Nov 2025)
☐ Alternate II (Nov 2025) of 52.225-3.
☐ Alternate III (Nov 2025) of 52.225-3.
☐ Alternate IV (Oct 2022) of 52.225-3
☐ 52.225-5 Trade Agreements (Nov 2023)
☐ 52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission outside the United States (May 2020)
☐ 52.225-26 Contractors Performing Private Security Functions Outside the United States (Oct 2016)
☐ 52.226-4 Notice of Disaster or Emergency Area Set-Aside (Nov 2007)
☐ 52.226-5 Restrictions on Subcontracting Outside Disaster or Emergency Area (Aug 2025)
☐ 52.229-12 Tax on Certain Foreign Procurements
☐ 52.232-29 Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021)
☐ 52.232-30 Installment Payments for Commercial Products and Commercial Services (Nov 2021)
☒ 52.232-33 Payment by Electronic Funds Transfer— System for Award Management (Oct 2018)
☐ 52.232-34 Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013)
☐ 52.232-36 Payment by Third Party (Nov 2025)
☒ 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
☐ 52.237-3 Continuity of Services (Jan 1991)
☐ 52.240-92 Security Requirements (Nov 2025)
☐ 52.240-93 Basic Safeguarding of Covered Contractor Information Systems (No 2025)
☐ 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2025)
☐ Alternate I (Apr 2023) of 52.247-64.
☐ Alternate II (Nov 2021) of 52.247-64

Other Applicable Clauses

52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
52.245-2 Government Property

AGAR Clauses

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

AGAR 452.203-72 Unenforceable Supplier Terms (MAY 2026)

(a) Definitions.

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

1. Regardless of the format or style of the document. For example, supplier terms may appear in standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another similar legal instrument or agreement, and may be presented as part of a proposal or quotation responding to a solicitation for a contract or order or otherwise become effective after the contract date.

2. Regardless of the media or delivery mechanism used. For example, supplier terms may be presented as one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

452.204–70 Modification for Contract Closeout (Apr 2026)
(a) If unliquidated funds in the amount of $1000 or less remain on the contract, the Contracting Officer (Contracting Officer) may issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but is not required to provide a signature. The Contracting Officer will immediately proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

(b) For commercial contracts not exceeding the simplified acquisition procedure threshold under FAR 12.001(c), if more than $1,000 in unliquidated funds remain at closeout, the Contracting Officer will issue a bilateral deobligation modification. Only the modification requires the contractor's signature, though a Release of Claims may be requested. If the required documents are not returned within 60 days, the Contracting Officer will issue a unilateral modification and proceed with closeout once performance is complete, acceptance is confirmed, and final payment is made.

(c) For all other non-commercial or non–cost-reimbursement contracts, if more than $1,000 in unliquidated funds remain at closeout, the Contracting Officer will issue a bilateral deobligation modification and a Release of Claims, both requiring contractor signature. If these documents are not returned within 120 days, the Contracting Officer will issue a unilateral modification u and proceed with closeout upon completion of performance, acceptance, and final payment.
(End of Clause)

Solicitation Information

Award Type

Award will be a firm-fixed price requirements contract consisting of one will be awarded as a result of this synopsis/solicitation

The Government intends to make one award from this solicitation. Therefore, to be considered responsive, contractors must submit pricing for all items.

Evaluation and Basis for Award

FAR 52.212-2 Evaluation - Commercial Products and Commercial Services (Nov 2025)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the 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:

1) **Relevant Past Performance**

a) Provide a list of work you have completed in the past 3-years which directly involves the specifications of the solicitation.

b) Include a brief description of the project, dollar amount, year completed, and project owner contact information (name, phone, and email).

c) Include all contracts for the past 5 years that have been terminated for convenience or cause.

The government may use past performance information from any available source.

2) **Technical Proposal** – The technical proposal will include:

a) **Contractor's General Technical Capability** –

i) Provide a brief explanation of your ability to accomplish this work. Include a description of the work you plan to subcontract out. Include the company name and SAM UEI (if applicable) for all Subcontractors.

ii) Include a list of all equipment with specs that will be used to complete the work (owned or rented).

iii) Provide your expected project schedule including sequence of work items and approximate time to complete each item.

iv) The roads featured in this project see a lot of recreational use; traffic control is an important element of this project. Please explain in detail your plan to deal with this issue. Include how you plan to accommodate public users during work hours as well as during non-work hours. Include details of how you will deal with public safety on this project

v) Provide the name of the Quality Control Representative who will be responsible for the contractor's Quality Control Plan (QCP) to ensure services are performed IAW the PWS. The Quality Control Representative will implement and maintain full compliance with the QCP throughout the contract period.

3) **Price Proposal** – Include the following:

a) the completed Schedule of Items from page 4 of the solicitation,

b) acknowledgment of (if any) amendments to this solicitation by following the instructions that accompany the amendment(s).

4) Submit offer by email to _ **Jared Machgan at jared.machgan@usda.gov** _ so that it is delivered into this inbox no later than the due date and time 1700 PT July 15 2026.

Emails will contain **3** separate attachments (Relevant Past Performance (page 1), Technical Proposal (page 2) price quote (page 3), in Microsoft Word, or Adobe PDF format. Be aware that large attachments may increase the time required to deliver an email. It is the offeror's responsibility to confirm receipt of the offer with **_Jared Machgan_**.

(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)

52.252-1 Solicitation Provisions Incorporated by Reference Feb 1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision

may be accessed electronically at this/these address(es): https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

52.212-1 Instructions to Offerors - Commercial Products and Commercial Services (Nov 2025)

FAR 52.212-1 is amended as follows:

Questions
Questions shall be submitted via email to Jared.Machgan@usda.gov and are due no later than July 08, at 14:00 PM Pacific Time. This will ensure enough time to respond before the solicitation period ends. Please include the solicitation name and number as the subject line of the email.

Instructions to Offerors—Commercial Products and Commercial Services (Deviation Date)
(a) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—
(1) The solicitation number;
(2) The name, address, telephone number of the Offeror;
(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;
(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;
(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and
(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.
(b) Period for acceptance of offers. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
(c) Late submissions, modifications, revisions, and withdrawals of offers.
(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.
(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.
(e) Debriefings. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:
(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.
(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.
(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.
(4) A summary of the rationale for award.
(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.
(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)
52.209-2 Prohibition on Contracting with Inverted Domestic Corporations - Representation (Sep 2025)
52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Sep 2025)
52.240-90 Security Prohibitions and Exclusions Representations and Certifications (Nov 2025)

<u>The following provisions are applicable if checked:</u>

☒ 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2024)
☒ 52.204-7 System for Award Management—Registration (Nov 2025)
☐ Alternate I (Nov 2025) to 52.204-7
☐ 52.204-90 Offeror Identification (Nov 2025)
☐ 52.207-6 Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts) (Aug 2024)
☐ 52.209-12 Certification Regarding Tax Matters (Oct 2025)
☐ 52.219-2 Equal Low Bids (Nov 2025)
☒ 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2021)

☐ 52.222-48 Exemption from Application of the Service Contract Labor Standards for Maintenance, Calibration, or Repair of Certain Equipment–Certification (Nov 2025)
☐ 52.222-52 Exemption from Application of the Service Contract Labor Standards for Certain Services-Certification (Nov 2025)
☐ 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (Oct 2020)
☐ 52.223-4 Recovered Material Certification (May 2008)
☐ 52.225-2 Buy American Certificate (Oct 2022)
☐ 52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate (Nov 2025)
☐ 52.225-6 Trade Agreements-Certificate (Feb 2021)
☐ 52.226-3 Disaster or Emergency Area Representation (Nov 2007)
☐ 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (Jul 2025)

Other Applicable FAR Provisions

52.237-1 Site Visits (Apr 1984)

AGAR Provisions

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

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

(1) It is compliant with all applicable Federal anti-discrimination laws and the Equal Protection principles of the U.S. Constitution.
(2) Neither it nor any proposed subcontractor or teaming partner operates or funds any program, policy, or initiative that promotes DEI in a manner that violates any applicable Federal anti-discrimination laws, including but not limited to Title VI and VII of the Civil Rights Act of 1964, or the Equal Protection principles of the U.S. Constitution.

(b) If the offeror participates in, facilitates, or funds programs that implicate Title VI of the Civil Rights Act of 1964 or Title IX of the Education Amendments of 1972, as amended, including but not limited to grants to or for schools, colleges, universities, 4-H programs, non-governmental organization (NGO) programs, sports programs, and education-related grants to prisons or other detention facilities, by submission of its offer, the offeror certifies that it is compliant with those laws, including the requirements set forth in Executive Order 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity.

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

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

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

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

(End of Provision)

NOTICE FOR FILING AGENCY PROTESTS

United States Department of Agriculture (USDA) Protest Procedures

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

Tier 1: Contracting Officer Concern Resolution

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

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

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

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

Next Steps: If the matter cannot be resolved at Tier 1, the interested party may file a written agency protest under Tier 2.
USDA encourages all parties to seek resolution with the Contracting Officer before filing an agency protest.

Tier 2: Agency Protest

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

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

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

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

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

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

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

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

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