SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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

1. REQUISITION NUMBER: 1171980

PAGE 1 OF 23

2. CONTRACT NO.

3. AWARD/ EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 1240BD26Q0083

6. SOLICITATION ISSUE DATE: 08/10/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: MINDY HICKMAN

b. TELEPHONE NUMBER (No collect calls): 503-668-1601

8. OFFER DUE DATE/LOCAL TIME: 08/24/2026 1100 PD

9. ISSUED BY CODE 40BD

USDA-FS CSA NORTHWEST 2
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): 541380

SIZE STANDARD: $19

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 04GG

USDA FOREST SERVICE
DESCHUTES NTL FOREST SUPERVISOR
63095 DESCHUTES MARKET ROAD
BEND OR 97701

16. ADMINISTERED BY CODE 40BD

USDA-FS CSA NORTHWEST 2
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

The Invoice Processing Platform
www.ipp.gov

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
	R6 Drinking Water System PFAS Sampling *(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 1 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)*: MINDY N. HICKMAN

31c. DATE SIGNED

Statement of Requirement

The USDA Forest Service seeks professional laboratory services to perform Per- and Polyfluoroalkyl Substances (PFAS) drinking water analysis for 75 samples, plus QA/QC samples, from across the USDA Forest Service Region 6. Analysis must be performed by an Oregon or Washington Approved Laboratory.

These water systems are required by internal USFS policy to screen for PFAS. These systems are classified as non-public systems or public transient systems and are **not** required to sample for PFAS by state or federal law.

Schedule of Items

CLIN	Description	Estimated Quantity	Unit of Issue	Unit Cost	Total
0001	Shipping and Handling Mail Sample bottles, shipping materials & return labels to water system POCs	75	EA	$	$
0002	Analyze Drinking Water Samples	75	EA	$	$
0003	Compiled Results	75	EA	$	$
				TOTAL	$

Schedule of Item Notes:

The laboratory performing tests must possess current certification for PFAS analysis from either the state of Oregon or Washington.
The laboratory must be certified to run specific US EPA approved analytical methods: EPA Method 533, 537.1, or 537. The contractor is explicitly required to submit physical or electronic proof of this current certification as part of the contract requirements.

Payment will be made via IPP after all tests have been completed or monthly. One invoice submitted per test will not be accepted.

Attachments

Description:	**Pages:**
1. Statement of Work	**3**
2. 2026 R6 PFAS System List	**2**

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
Laboratory Technician I GS-05	$18.72 Plus 37.7%
Laboratory Technician II GS- 07	$23.19 Plus 37.7%
Laboratory Technician II GS- 09	$28.37 Plus 37.7%

☒ 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)
☒ FAR 52.222-49 (Service Contract Labor Standards—Place of Performance Unknown)(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

52.217-8 Option to Extend Services (Nov 1999)
30 calendar days prior to contract expiration

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)

Award Type

It is anticipated that a Firm Fixed-Priced contract will be awarded as a result of this synopsis/solicitation. The total duration of this contract shall not exceed 12 months.

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

The provision at FAR 52.212-2, Evaluation—Commercial Products and Commercial Services is not applicable to this solicitation. In lieu of this provision, quotes will be evaluated in accordance with FAR 12.203 based on the criteria listed below. Award will be made to the offeror representing the most advantageous solution to the Government.

Submission of offers.

Submit signed and dated offers to mindy.hickman@usda.gov at or before **August 24th 2026 no later than 11:00 AM PDT.** The date/time is also specified on the System for Award Management's (SAM) "Contract Opportunities" website. The closing date/time will be provided on the SF-1449.

1) Vendors must have an **Active Registration** in SAM to submit a quotation package (https://sam.gov/). If your SAM Registration is inactive**, do not** submit a quotation package.

2) Quotation Package Requirements:

Organize your quotation package in this order:

(i) SF-1449, Amendments, & Schedule of Items

Submit the following:

• SF-1449, Complete Blocks 17a., 30a., 30b., and 30c. (include telephone, e-mail and SAM UEI in Block 17a.)

• Acknowledge and submit all SF-30 Amendments to the solicitation, *if any*, as posted by the CO on the SAM website.

• Complete the Schedule of Items for all line items. **You must use the provided Schedule of Items.**

Note #1: Omitting the UEI from the SF-1449 will prevent the contracting officer (CO) from verifying that your company has an active SAM account and will cause your quotation package to be excluded from consideration.

Note #2: Failure to complete each block on the Schedule of Items will cause your quotation package to be excluded from consideration.

Price:

The offeror shall provide pricing as requested in the Schedule of Items of this Request for Quote. Failure to propose pricing for all individual line items may result in a quotation being excluded from further consideration. The offeror's quotation will be evaluated in accordance with FAR 12.204, to determine if it is fair and reasonable. Vendors MUST use the Schedule of Items provided on this Solicitation. DO NOT use your own Schedule of Item or your quote will not be considered for award.

Relevant Experience/Past Performance:

Provide a list of current/completed contracts awarded to your company that are similar in nature to the requirements in this solicitation.

Provide:
- Contract No. and Project Title;
- Period of Performance (Start & Finish Dates);
- Final Contract Amount;
- Brief Description of the Scope of Services;
- Project Owner Contact Information (name, phone, and email).

Provide proof of ability to perform PFAS drinking water analysis in Oregon or Washington. Provide Name and address of Lab where work will be performed in your offer.

Past Performance:

The Government may utilize any references provided by the Contractor, along with information available from past contracts/orders with the USDA and any information found using sources such as Federal Government sources or the Contractor Performance Assessment Reporting System (CPARS) to determine if the Contractor has acceptable or neutral Past Performance. Past Performance will be evaluated using the following rating system:

- Acceptable: The contractor shows a demonstrated ability to meet contract requirements in prior or current contracts, including quality of work, timeliness, cost control, business relations, and adherence to contract terms.

- Neutral: Offeror does not have a past performance record.

- Unacceptable: The contractor has a documented history of failing to meet contract requirements, including poor quality, missed deadlines, cost overruns, lack of responsiveness, or unethical behavior.

Evaluation Method:

All quotations will be evaluated to identify the offeror presenting the most technically advantageous solution based on the stated evaluation criteria. Once the highest technically rated offeror is identified, their price will be evaluated to determine whether it is fair and reasonable. Past performance will also be assessed to ensure it is acceptable or neutral.

Award will be made to the offeror whose proposal is determined to be the highest technically rated, provided that:

- The proposed price is fair and reasonable, and
- Past performance is assessed as acceptable or neutral.

Delivery Information

Work will be performed at the laboratory's home location.
All required collection supplies and test kits will be provided by the contractor and mailed to multiple destinations. Point of Contact (POC), address and water systems for each location can be found on the attached List.

All work under this contract MUST be completed by December 31st 2026.

52.252-1 Solicitation Provisions Incorporated by Reference Feb 1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

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

FAR 52.212-1 is amended as follows:

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

Questions
Questions shall be submitted via email to mindy.hickman@usda.gov.

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)

The following provisions are applicable if checked:

☐ 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)

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.

STATEMENT OF WORK

SECTION 1 - GENERAL

The USDA Forest Service seeks professional laboratory services to perform Per- and Polyfluoroalkyl Substances (PFAS) drinking water analysis by an Oregon or Washington Approved Laboratory for 75 samples, plus QA/QC samples, from across the USDA Forest Service Region 6.

The laboratory contractor shall provide to system operators all sample containers, shipping materials, and written technical instructions required to collect, ship and return samples. The contractor shall analyze samples for PFAS using a US EPA approved analytical method (EPA Method 533, 537.1 or 537). The contractor shall report sample results to the contracting officer's representative (COR) and the system point of contact (POC) in electronic format. **No sample gathering labor will be required by the contractor.**

All work under this contract will be lump sum by Task and will be completed by December 31, 2026.

PROJECT BACKGROUND

The Pacific Northwest Region (R6) has identified 75 drinking water systems that are required by internal policy to screen for PFAS. These systems are classified as non-public systems or public transient systems and are **not** required to sample for PFAS by state or federal law.

The systems being sampled under this contract are required to do so by an internal USFS policy that aims to protect employees and members of the public that may be using the water for 6 or more months out of the year.

Electronic files provided to the contractor:

No.	Description
1	Excel Spreadsheet with name of water systems, state ID number, if applicable, system POC, and mailing address for bottles and coolers

PROJECT LOCATION

Work will be performed at the laboratory's home location. No travel will be required.

KEY FOREST SERVICE PERSONNEL

Contracting Officer	Mindy Hickman
Phone	971-319-2059
Email	Mindy.hickman@usda.gov

Contracting Officer's Representative	Karen Bower, PE 63095 Deschutes Market Road, Bend, OR 97701
Phone	541-383-5796
Email	karen.bower@usda.gov

SECTION 2 – DETAILED SCOPE

2.01 SPECIFIC REQUIREMENTS

a. **Line Item 01 – Mail Sample bottles, shipping materials, and return labels to water system POCs**

1. Refer to the Excel spreadsheet included in this Statement of work. Each system will collect one (1) PFAS sample, as well as any required QA/QC samples.
2. Mail all materials required to collect and ship PFAS drinking water samples to the water system POC. This includes:
    a. Sample bottles
    b. QA/QC sample bottles (such as trip blanks)
    c. Packaging materials (such as coolers and cold packs)
    d. Written instructions – sample collection, shipping, and labeling to meet required method parameters and timelines
    e. Pre-paid return shipping labels
    f. Any other necessary materials required to collect and return a sample. Contractor is not required to supply personal/PPE materials such as gloves.
3. Multiple coolers may need to be mailed to a single POC. USFS systems are remote and often require significant drive time to access. Though a single USFS POC may be assigned to multiple systems, do not assume that POC will be able to sample and return all assigned systems in a single day/shared cooler.
4. Quoted costs for this line item should include QA/QC (trip blank) sample analysis for up to 25% of sampled systems (i.e. include costs to run up to 19 trip blank analyses).

b. **Line Item 02 - Receive and Analyze Drinking Water Samples**

1. Analyze samples for PFAS using one of the approved US EPA methods for drinking water (EPA Methods 533, 5371, or 537). Note: the laboratory must submit proof of current certification for PFAS analysis in either Oregon OR Washington.
2. Standard Laboratory Reports
    a. Upon completion of analysis, send a standard laboratory report via e-mail or file sharing platform to:
        i. System POC
        ii. COR

c. Line Item 03 – Compiled Results

1. Compiled results – In addition to the standard laboratory report, all results shall be compiled in a single table in an Excel Spreadsheet after all samples have been analyzed. The table shall include (but not be limited to):
    a. EPA analysis method used
    b. Water System name
    c. Date of sampling and analysis
    d. Results of analysis
2. Submit compiled results to COR via e-mail or file sharing platform

SECTION 3 - SCHEDULE

Line Item	Task	Schedule	Item Requirements
01	Mail sample bottles, shipping materials, & return labels to water system POCs	Within 30 days of Contract Award	• Send sampling & QA/QC containers / material / prepaid shipping containers to each location as described in Section 2.01a
02	Receive and Analyze Drinking Water Samples	11/30/2026	• Receive, analyze, and report PFAS results for all drinking water samples as described in Section 2.01b
03	Compiled Results	12/31/2026	• Submit Excel spreadsheet as described in Section 2.01c

PFAS Samples Needed	Forest	Sys Name	FS Sys ID	State EPA ID No.	Forest Service Contact & Mailing Address
1	DES	ALLINGHAM CG	4192530	4192530	Michael Levrant Deschutes National Forest 63095 Deschutes Market Road Bend, OR 97701
1	DES	CASCADE LAKES WS	4195543		
1	DES	CRANE PRAIRIE CG	4192502	4192502	
1	DES	CRESCENT LAKE CG	4192519	4192519	
1	DES	CULTUS LAKE CG	4194068	4194068	
1	DES	ELK LAKE CG	4192536	4192536	
1	DES	LAVA LAKE CG	4194272	4194272	
1	DES	LAVA LANDS VIS	4192545	4192545	
1	DES	LOWER BRIDGE CG	4192532	4192532	
1	DES	PRINCESS CREEK CG	4192516	4192516	
1	DES	SIMAX CG	4194931	4194931	
1	DES	SKYLINER LODGE	4194932	4194932	
1	DES	SOUTH TWIN LAKE CG	4192508	4192508	
1	DES	SUNSET COVE CG	4192518	4192518	
1	DES	SUTTLE LAKE CG	4192534	4192534	
1	DES	TRAPPER CR	4192520	4192520	
1	DES	WHITEFISH HORSE CAMP	4195012	4195012	
1	MAL	BLUE MOUNTAIN WC	4101802	4101802	Ryan Palmer Malheur National Forest 431 Patterson Bridge Road John Day, OR 97845
1	MAL	CRANE PRAIRIE WC	4105445	4105445	
1	MAL	MAGONE LAKE	4192585	4192585	
1	MAL	TROUT FARM CG	4105482	4105482	
1	MBS	BAKER RIVER PSC	FS0269	FS0269	Keith Timm Mt. Baker-Snoqualmie NF 450 Roosevelt Ave E Enumclaw, WA 98022
1	MBS	BOUNDARY CREEK WC	FS050Y	FS050Y	
1	MBS	KOMA KULSHAN GS	FS4784	FS4784	
1	MBS	MCCULLOUGH SEED ORCHARD	FS4006	FS4006	
1	MBS	SILVER SPRINGS CG	FS846U	FS846U	
1	MBS	VERLOT PSC WATER SYSTEM	FS9691	FS9691	
1	MTH	BA,BEAR SPRINGS WC-CG	01081	4101081	Katy Hahn Mt. Hood National Forest 16400 Champion Way Sandy, OR 97055
1	MTH	BA,ROCK CREEK WC	92595	4192595	
1	MTH	HR,CLOUD CAP PARKING	92634	4192634	
1	MTH	HR,LOST LAKE CG (SURFACE)	92627	4192627	
1	MTH	ZZ,CLACK. LK GS/CG-JOE GRAHM CG	92597	4192597	
1	MTH	ZZ,HOODVIEW-GONE CR-PINE PT	92878	4192878	
1	MTH	ZZ,TOLLGATE	94843	4194843	
1	MTH	ZZ,TRILLIUM LAKE CG	92639	4192639	

1	OCH	OCHOCO RS	4101086	4101086	Michael Levrant Deschutes National Forest 63095 Deschutes Market Road Bend, OR 97701
1	OLY	BIG CR CG WELL B	FS047A	AHB694	Roland Watson Olympic National Forest 1835 Black Lake Blvd SW Olympia, WA 98512
1	OLY	COHO CG	FS124C	FS124C	
1	OLY	FORESTRY SCIENCES LAB	25980	25980	
1	OLY	KLAHOWYA CG	FS467B	467B	
1	OLY	SATSOP	FS825T	825T	
1	OLY	SEAL ROCK CG	FS8331	8331	
1	RRS	FISH LAKE-DOE POINT CAMPGROUND	4192678	4192678	Dustin Totten Rogue River-Siskiyou NF 2164 NE Spalding Ave Grants Pass, OR 97526
1	RRS	FOSTER BAR CAMPGROUND	47	4195161	
1	RRS	GRANTS PASS INTERAGENCY FI	2013	4192702	
1	RRS	GRAYBACK CAMPGROUND	13867	4192699	
1	RRS	HART-TISH PARK PG	4192870	4192870	
1	RRS	JACKSON CAMPGROUND	4192675	4192675	
1	RRS	LOBSTER CREEK PICNIC GROUND	25704	4195331	
1	RRS	MCKEE BRIDGE PICNIC GROUND	4192677	4192677	
1	RRS	QUOSATANA CAMPGROUND	24028	4192704	
1	RRS	STAR RANGER STATION	4192674	4192674	
1	SIU	ALSEA GUARD STA (MILL CREEK RES SITE)	2735	NA	Craig Evans Siuslaw National Forest 3200 SW Jefferson Way Corvallis, OR 97331
1	SIU	BLACKBERRY CG	4192717	4192717	
1	SIU	CAPE PERPETUA VIS	4192726	4192726	
1	SIU	HECETA LIGHTSTATION	4194651	4194651	
1	SIU	SAND BEACH CG	4192708	4192708	
1	SIU	SILTCOOS REC CORRIDOR	4192718	4192718	
1	SIU	SOUTH JETTY	4195051	4195051	
1	SIU	UMPQUA BEACH STAGING AREA	4194884	4194884	
1	UMA	JUBILEE LAKE CG WW	1871	4192755	Shaun Oliver Umatilla National Forest 72510 Coyote Road Pendleton, OR 97801
1	UMA	TOLLGATE AS WS	1850	41-92746	
1	UMA	TUPPER WC WS	1849	4192749	
1	UMPQ	HORSESHOE BEND CG	4194179	4194179	Joe Stephens 777 NW Garden Valley Blvd Roseburg, OR 97471
1	UMPQ	POOLE CR CG	4192760	4192760	
1	UMPQ	THIELSEN VIEW CG	4192869	4192869	
1	UMPQ	WOLF CREEK CG	4192762	4192762	
1	WAW	LOSTINE GUARD STATION	14564	NA	

1	WAW	OREGON TRAIL BLUE MOUNTAIN	4194877	4194877	Katie Young Wallowa-Whitman NF 1550 Dewey Ave, Suite A Baker City, OR 97814
1	WAW	PINE RANGER STATION	4192841	4192841	
1	WAW	UNION CREEK CAMPGROUND	4192834	4192834	
1	WIL	BLACK CANYON CG	4193815	4193815	Carlos Velez Willamette National Forest 46375 Hwy 58 Westfir, OR 97492
1	WIL	NORTH WALDO CG	4192814	4192814	
1	WIL	PACKARD CREEK CG	4192817	4192817	
1	WIL	SHADOW BAY CG	4192815	4192815	

75 Total Samples