SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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

1. REQUISITION NUMBER: 1174168

PAGE 1 OF 1

2. CONTRACT NO.

3. AWARD/ EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 1240BD26Q0085

6. SOLICITATION ISSUE DATE: 08/11/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: JORGE SOMOZA

b. TELEPHONE NUMBER (No collect calls): 509-423-2224

8. OFFER DUE DATE/LOCAL TIME: 08/25/2026 1400 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): 115310

SIZE STANDARD: $11.5

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 0M30

COLUMBIA RIVER GORGE NATIONAL SCENI
902 WASCO STREET SUITE 200
HOOD RIVER OR 97031

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

Email:_____

SAM UEI:_____

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
	Delivery: 60 Days After Notice to Proceed Period of Performance: 09/01/2026 to 10/31/2026				
0001	Waterfall Corridor Maintenance				
	(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)*: JORGE A. SOMOZA

31c. DATE SIGNED

Waterfall Corridor Maintenance
USDA Forest Service
Columbia River Gorge National Scenic Area
(Multnomah County, Oregon)

B.1 **SCHEDULE OF SERVICES** (SF-1449 Continued)

19. Item No.	19a. Sub-Item No.	20. Schedule of Services	21. Qty	22. Unit	23. Unit Price	24. Amount
BASE ITEMS						
0001: Road Maintenance						
Pay Item	881(1)	Mobilization	All	Lump Sum	$	$
Pay Item	814(1)	Pothole Patching	5.5	Tons	$	$
OPTION ITEMS						
1001: Road Maintenance						
Pay Item	813(1)	Spot Surfacing	**30**	Cubic Yards	$	$
Pay Item	832(1)	Load, Haul, and Place Material	**30**	Cubic Yards	$	$

SUMMARY OF PRICES	
Base Items (0001):	$
Optional Items (1001):	$
TOTAL PRICE (All Items):	**$**

Vendors SAM UEI:_____

Schedule Notes:

a) One award will be made from this solicitation

Description of Requirement

The purpose of this contract is to maintain roads to ensure safe and productive road conditions and keep recreation infrastructure open. Specifically, to repair a pothole found at the entrance to the Wahclella Waterfall Trailhead.

The work shall be performed in Multnomah County in the Columbia River Gorge National Scenic Area in Oregon.

The period of performance shall be completed within 60 days after the Notice to Proceed is given. The notice of proceed is estimated to be given in August 2026.

Address contracting questions to Jorge Somoza at 509-423-2224 or email jorge.somoza@usda.gov

Address Technical questions to Garrett Mercator at 971-469-3249 or email garrett.berkey@usda.gov

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

52.217-7	Option for Increase Quantity—Separately Priced Line Item (Mar 1989)
52.217-8	Option to Extend Services (Nov 1999)
	30 calendar days prior to contract expiration
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
52.245-1	Government Property (Sep 2021)
	☐ Alternate I (Sep 2021) of 52.245-1
52.245-9	Use and Charges

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)

Title			Pages
1. Performance Work Statement			16
2. Waterfall Corridor Maintenance Specifications Packet (Separate Attachment)			80
3. Photos of Project Area			2
4. Noxious Weeds List			4
5. Vicinity and Forest Location Maps			2
	Page No	Description	
	1 of 2	Vicinity Map	1
	2 of 2	Location Map	1
6. Fire Suppression R6-FS-6300-52			6
7 Fire Plan			3
8. DOL Wage Decision No. OR 1977-0079			3
9. Past and Current Contract Information			1

Performance Work Statement

Waterfall Corridor Maintenance

General Information

1.0 General

This is a non-personal services contract to provide road maintenance to the Columbia River Gorge National Scenic Area (CRGNSA). The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn, is responsible to the Government. The Contractor may visit the project location with the COR before bid.

2.0 Purpose

The purpose of this contract is to maintain roads to ensure safe and productive road conditions and keep recreation infrastructure open. Specifically, to repair a pothole found at the entrance to the Wahclella Waterfall Trailhead.

3.0 Description of Services

The Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, and other items and non-personal services necessary to provide road maintenance services to the CRGNSA road system. The Contractor shall provide services in accordance with (IAW) this Performance Work Statement (PWS), and all applicable federal, state and local laws and regulations.

4.0 Place of Performance and Accessibility

The work shall be performed in Multnomah County in the Columbia River Gorge National Scenic Area in Oregon.

Vicinity Maps are attached to this contract and a topographic map of the area can be found via the Columbia River Gorge National Scenic area website here:
https://data.fs.usda.gov/geodata/rastergateway/data3/45121/fstopo/FSTopo%20Bonneville%20Dam%20453712152.pdf

Work areas may be reached by State Highways and Forest roads that are accessible by a standard two-wheel drive pickup during normal operating seasons, unless otherwise indicated on Project Maps. Vehicles shall not operate off-system roads without prior written approval of the Contracting Officer (CO).

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 the designated roadway in the project area without approval of the CO or as hereinafter provided.

No vehicle shall bypass any officially blocked road (barriers, locked gates, posted signs, rock/log/dirt, etc.) without approval of the CO. Access to the project area is blocked by a locked gate and access to the project area will be coordinated with the CO.

5.0 Period of Performance

The period of performance shall be completed within 60 days after the Notice to Proceed is given. The notice of proceed is estimated to be given in August 2026.

6.0 Contract Type

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

7.0 List of Attachments

See the list of attachments below.

No.	Title	Pages
1	Waterfall Corridor Maintenance Specifications Packet	80
2	Photos of Project Area	2
3	Vicinity and Forest Location Maps	2
4	Fire Suppression	6
5	Fire Plan	3

8.0 Acronyms

Acronym	
ACOR	Alternate Contracting Officer Representative
ADA	Americans with Disabilities Act
ADEC	Alaska Department of Environmental Conservation
BMP	Best Management Practices
CAP	Contractor Acquired Property
CFE	Contractor Furnished Equipment
CFM	Contractor Furnished Material
CFP	Contractor Furnished Property
CFR	Code of Federal Regulations
CLIN	Contract Line Item Number
CO	Contracting Officer
COR	Contracting Officer Representative
COTS	Commercial-Off-the-Shelf
CPARS	Contractor Performance Assessment Reporting System
DID	Data Item Description
EPA	Environmental Protection Agency
FAPIIS	Federal Awardee Performance and Integrity Information System
FAR	Federal Acquisition Regulation
FPDS	Federal Procurement Data System
FS	Forest Service
FSH	Forest Service Handbook
FSM	Forest Service Manual
GFE	Government-Furnished Equipment
GFM	Government-Furnished Material
GFP	Government-Furnished Property
HIPAA	Health Insurance Portability and Accountability Act of 1996
IAW	In Accordance With

IAS	Integrated Acquisition system
IPP	Invoice Processing Platform
N/A	Not Applicable
NEPA	National Environmental Policy Act
NLT	No Later Than
NTE	Not to Exceed
OCI	Organizational Conflict of Interest
ODC	Other Direct Costs
OMB	Office of Management and Budget
OSHA	Occupational Safety and Health Administration
PA	Property Administrator
PIPO	Phase In/Phase Out
POC	Point of Contact
POP	Period of Performance
PRS	Performance Requirements Summary
PUB	Publication
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Plan
SAM	System for Award Management
SDS	Safety Data Sheets
SF	Standard Form
TE	Technical Exhibit
USC	United States Code
USDA	United States Department of Agriculture
WD	Wage Determination

9.0 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.

10.0 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:

Federal Holidays	
New Year's Day (January)	Labor Day (September)
Martin Luther King Jr's Birthday (January)	Columbus Day (October)
President's Day (February)	Veteran's Day (November)
Memorial Day (May)	Thanksgiving Day (November)
Juneteenth Day (June)	Christmas Day (December)
Independence Day (July)	

11.0 Contractor Key Personnel

Contract Manager: The Contractor shall 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 shall be available during the Government's regular working hours.

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

12.0 Government Key Personnel

Contracting Officer (CO): The CO is the only person with the authority to: enter into, administer, and or terminate contracts; make related determinations and findings on behalf of the Government; and legally bind the Government. The CO shall ensure that the Contractor receives impartial, fair, and equitable treatment under this contract. The CO shall 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.

13.0 Post-Award Conference and Periodic Progress Meetings

The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office IAW Federal Acquisition Regulation (FAR) Subpart 42.5. The CO and/or COR shall 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 shall be taken to resolve outstanding issues.

14.0 Changes

The quantities specified in the Schedule of Items shall not be changed unless deemed necessary by the Government. 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 shall 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.

15.0 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.

16.0 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.

Note: The Contractor shall 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

17.0 Security

The Contractor shall 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 shall be secured.

18.0 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 employee shall 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 shall not relieve the Contractor of the requirement to provide sufficient personnel to perform the services as required by this PWS.

19.0 Safety

Contractor activities shall be conducted in a safe manner that minimizes accidents as well as any impacts on Government operations and members of the public. Contractor shall 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

20.0 Specific Tasks

The Contractor shall provide all labor, supervision, management, tools, materials, equipment, facilities, transportation, and other items and non-personal services necessary to provide road maintenance to CRGNSA road systems. The following establishes the required tasks and the minimum acceptable levels of service. See Attachment "Waterfall Corridor Maintenance Specifications Packet" for additional information.

Base Bid:

814(1) *Pothole Patching* – Contractor to perform Pothole Patching (Full Depth Repair) at Wahclella Falls Trailhead at the location marked by CO. Contractor to saw cut asphalt full width of the roadway (18′ wide) by 9′ in length, then excavate down to area of firm support. This depth of excavation is assumed to be 5′ in depth. Contractor to always follow OSHA guidelines for excavation. Disposal of asphalt concrete materials removed from pothole patching operations shall be removed from National Forest lands and disposed of in a legal manner. Disposal of asphalt concrete is incidental to Pothole Patching. Contractor shall use Hot Asphalt Pavement Mix, ODOT Spec. 3/8" Dense Gradation, Level II HMAC, Asphalt Grade PG 64-22, as approved by the CO to provide for compacted depth of 4 inches of asphalt. All joints shall be tacked and sanded. Contractor to perform asphalt patching in areas marked by the CO. Temporary Traffic control to follow MUTCD and is incidental to this pay item.

881(1) *Mobilization-Equipment Moving* - Measured and paid by lump sum (Measurement 881.05B, Payment 881.06(1)).

Option Item:

813(1) *Spot Surfacing* – To be awarded in 5CY increments. Contractor to perform Spot Surfacing to replace unsuitable material within the roadway as marked by CO. Lifts to be compacted in 4" lifts such that no visible displacement occurs

under heavy spreading equipment. Contractor to provide hard, durable particles or fragments of crushed stone or gravel conforming to the size and quality requirements for crushed aggregate material normally used locally in the construction and maintenance of highways by Federal or state agencies. Provide crushed aggregate with a maximum size of 2 inches as determined by AASHTO T 27 and AASHTO T 11. Provide well-graded crushed aggregate, free of organic matter, lumps or balls of clay, and other deleterious material. Contractor to place aggregate up until 3" from the top of pavement. Water to be utilized during compaction to provide optimum moisture content. Work performed under this pay item not to disturb soil outside the roadbed. Maximum roadbed width is 18'. Match existing roadbed limits and slope. Compact each lift after placement such that visible displacement does not occur under heavy spreading equipment.

832(1) *Load, Haul, and Place Material* – To be awarded in 5CY increments. Contractor to perform Load, Haul, and Place Material to remove unsuitable material within the roadway as marked by CO. Material to be transported less than one half mile to disposal location marked by CO. The approximate location for the disposal area is 45.63334, -121.95009. Material to be stabilized such that it will not leach into surrounding waterways, will not disperse under heavy rain, and shall not have slopes greater than a 2L:1H. Contractor to place straw bales or wattles surrounding the disposal area upon completion of contrac, this is incidental to this pay item.

21.0 Location of Work

To access Wahclella Falls Trailhead, head west on Wasco St. until taking a right onto US-30 West. Then follow until turning left to enter the onramp for Interstate 84 westbound, then follow until taking exit 40 towards Bonneville Dam. Turn left onto NE Bonneville Wy, continue straight and take a slight right to the project area. (45.63115, -122.95404). This work is in Multnomah County, Oregon.

Additional Requirements

22.0 Work Schedule

The Contractor shall develop a work schedule and submit it to the CO NLT 5 business days from the date of contract award. An updated copy shall be provided to the CO as changes occur. All services shall be coordinated with the COR at least 72 hours prior to performing services.

23.0 Activity Report

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

24.0 Quality Control Plan (QCP)

The Contractor shall develop and maintain an effective QCP to ensure services are performed In Accordance With (IAW) this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's QCP is the means by which the Contractor assures that their work complies with the requirements of the contract. The Contractor's QCP shall be provided to the CO NLT 5 business days after contract award. After acceptance of the QCP, the Contractor shall receive the COR's acceptance in writing of any proposed change to the QCP.

25.0 Safety and Traffic Control Plan

The Contractor shall 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 shall 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 shall be placed IAW the standards of the Manual on Uniform Traffic Control Devices (MUTCD), current edition, while work is in progress. This shall include "Slow Moving Equipment"

signs attached to all road surface equipment. The Contractor shall submit the plan to the CO and COR NLT 5 business days after contract award. An updated copy shall be provided to the CO and COR as changes occur.

The Contractor shall 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 shall be operable during periods of operation of power-driven equipment, including the time fire security is required.

26.0 Contractor Furnished Equipment

All Contractor furnished equipment and vehicles to be used at the work site shall be cleaned and free of invasive species (noxious weeds), seeds, external grease and oil and shall be inspected at an approved location prior to entrance onto federal Government lands. See attachment No. 3 Noxious Weeds List. The restriction shall 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 shall 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 shall be on-site at all times.

The Contractor shall develop a list of all the equipment to be used under this contract and submit it to the COR NLT 10 business days after contract award. An updated copy shall be provided to the COR as changes occur.

27.0 Special Qualifications

The Contractor shall, 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.

25.1 Control Stakes

The Contractor is responsible for the preservation of existing benchmarks and other control points. The cost of replacing them may be charged against the Contractor and may be deducted from the payment for the work. If the Contractor finds a missing stake it will notify the Government who will replace the missing stake within two (2) days. Flagging not associated with stakes can be ignored.

25.2 Personal Protective Equipment

(a) The Contractor shall train workers in the safe operation and use of equipment that the worker may use before the worker begins using such equipment.

(b) Personal protective equipment, including personal protective equipment for eyes, face, head, and extremities shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards or processes encountered which may cause injury or impairment in the function of any part of the body. Defective or damaged personal protective equipment shall not be used.

(c) The Contractor shall provide chain saw chaps to each employee who operates a chain saw, at no cost to the employee. These chaps must be approved by an Underwriters Laboratory or meet Forest Service specification 6170-47. The chaps shall cover the full length of the thigh and shall extend to the top of the boot on each leg.

(d) The Contractor shall assure that each employee wears foot protection that provides adequate traction and ankle support. Employees operating chain saws shall wear foot protection that is constructed with cut-resistant material which will protect the employee against contact with a running chain saw.

(e) In any area where the worker is exposed to the potential for flying or falling objects, the Contractor shall provide a hard hat, at no cost to the employee, and the Contractor shall assure that the employee wears the hard hat. The hard hat must meet the minimum requirements of American National Standards Institute (ANSI) standard Z89.1-1997.

(f) The Contractor shall provide, at no cost to the employee, eye protection where there is potential for eye injury due to flying objects. This eye protection must meet the minimum requirements of ANSI standard Z87.1-2003.

(g) The Contractor shall provide, at no cost to the employee, hearing protection where there is a potential for hearing loss due to high intensity noise for example, chainsaw operation.

25.3 Load Limits

All vehicles and equipment shall not exceed State legal highway loads and widths or posted limits without a valid State and Forest Service oversized and/or overweight permit(s). The USDA FS permit application for this project may be obtained from the COR.

25.4 Contractor's Use of Existing Roads

Unless stated otherwise at the, the Contractor is authorized to use roads in the immediate road maintenance project area for performance of work under this contract. The authorization is limited to roads necessary for direct access between the road maintenance area and storage sites, disposal areas, and other work areas designated in the contract. The roads authorized for use will be subject to the following general conditions:

(1) State laws governing traffic rules and equipment requirements on State and County Highways.
(2) Federal Regulations contained in 36 CFR 261.12. These regulations prohibit use in excess of State Codes for weight and size, damaging a road while using it, and blocking a road open to use by others.

The Contractor shall be responsible for and perform road maintenance commensurate with their use of Forest Service roads in the maintenance area.

25.5 Moisture Sensitive Soils

Contractors are cautioned that the roadway structure is designed so that the completed road will support highway legal loads during a limited use season. Maintenance equipment often subjects the uncompleted roadway structure to loadings it is not designed to support. This is especially critical during periods of excessive moisture and will require careful selection and scheduling to permit efficient operation. Any damage resulting from operations which renders the material unsuitable for use or results in potential siltation of streams will be corrected by the Contractor at their expense.

Operations shall be suspended during wet periods when soil moisture is high or after heavy or prolonged rain and during active precipitation. Rainfall guidelines for when to temporarily defer or cease operations are as follows: a. If it rains at least 0.3 inches per 4-hour period. b. When precipitation for the prior 24- hour period (1:00 A.M. – 12:00 A.M.) is 0.6 inches or greater as recorded. Refer to the Log Creek, Oregon RAWS site for current rainfall data (https://raws.dri.edu/cgi-bin/rawMAIN.pl?orOLOG).

25.6 Archaeological or Historic Sites

If a previously unidentified archaeological or historic site(s) is encountered, the Contractor shall discontinue work in the general area of the site(s) and notify the Contracting Officer immediately. There are no known sites in the project area.

25.7 Control of Erosion, Sedimentation, and Pollution

(a) Operations shall be scheduled and conducted to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, and impoundments (lakes, reservoirs, etc.).

(b) Pollutants such as fuels, lubricants, bitumens, raw sewage, and other harmful materials shall not be discharged on the ground; into or nearby rivers, streams, or impoundments; or into natural or man-made channels. Wash water or waste from concrete or aggregate operations shall not be allowed to enter live streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.

(c) Mechanized equipment shall not be operated in flowing streams without written approval by the Contracting Officer.

25.8 Landscape Preservation

(a) The Contractor shall give attention to the effect of contract operation upon the landscape, shall take care to maintain natural surroundings undamaged, and shall conduct the work at all times in compliance with the following requirements:

(1) Prevention of the Landscape Defacement. The Contractor shall not remove, deface, injure, or destroy trees, shrubs, lawns, or natural features unless specifically authorized by the Government. Unless otherwise provided in the Special Project Specifications, the Contractor shall confine contract operations to within the areas designated in contract documents. Unless otherwise provided in this contract, the Contractor shall gather rock, which falls outside the roadway, due to contract operations and dispose of it as directed by the Government.

(2) Protection of Streams, Lakes, and Reservoirs. The Contractor shall take sufficient precautions to prevent pollution of streams, lakes, small ponds, and reservoirs with fuels, oils, bitumen's, dust palliatives, silt, or other harmful materials. Mechanical equipment shall not be operated in live streams without written approval of the Government.

25.9 Control of Noxious Weeds – Cleaning Equipment

(a) To prevent the introduction and control the spread of seeds of noxious weeds onto and around National Forests, the Contractor shall clean all equipment, except transports, of soil, seeds, vegetative matter, and any other debris that could contain seeds before moving the equipment onto the National Forest. When the Contractor is working in an area that has been identified as a noxious weed infestation area, the Contractor shall clean all equipment of weed seeds prior to moving to another work area.

(b) Prior to transporting equipment on to the National Forest, Contractor shall repair all equipment hydraulic, lubricant, and fuel leaks.

(c) The Contractor may use whatever cleaning methods necessary to ensure compliance with the terms of this clause. The Contractor shall notify the Forest Service, 24 hours prior to moving any equipment on to the National Forest that the equipment has been cleaned and is available for inspection. Notification shall include identifying the location of the equipment's recent operations.

(d) The Contractor shall certify, in writing, compliance with the terms of this clause prior to each start-up of operations. For the purposes of this clause, "equipment" includes all motorized equipment used in road maintenance, except transports. The following equipment is excluded from the requirements of this clause: log trucks; chip vans; pickup trucks & other vehicles used to transport personnel.

26 Service Interruptions

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

Deliverables Schedule

27 Key Deliverables

The Contractor shall submit an electronic copy of all deliverables to the CO and COR in PDF format and phrased in layperson language. Below is a list of all deliverables outlining each objective and due date.

Item #	Deliverable	Objective	Due
20	Work Schedule	Provide a timeline of all the services to be provided under this contract IAW this PWS.	NLT 5 business days after contract award. An updated copy shall be provided to the COR as changes occur.
21	Activity Report	Report all services performed on each road covered under this contract.	To be submitted with their corresponding invoice for payment.
22	Quality Control Plan	Provide a QCP that implements procedures to identify, prevent and ensure non-recurrence of defective services.	NLT 5 business days after contract award. An updated copy shall be provided to the COR as changes occur.
23	Safety and Traffic Control Plan	Provide a safety and traffic control plan to ensure trails and roadways remain open and that all personnel have reduced risk of traffic related injuries.	NLT 5 business days after contract award. An updated copy shall be provided to the COR as changes occur.
24	Equipment and Materials List	Report all equipment and materials to be used during the performance of this contract for Government situational awareness and to ensure all equipment and materials are inspected.	At least 10 business days after contract award.
25	List of Contractor Personnel	Provide a list of all Contractor personnel assigned to this contract and their point of contacts.	NLT 5 business days after contract award. An updated copy shall be provided to the CO and COR as changes occur.
	Invoices	Invoices shall be submitted via IPP.	NLT 10 business days after work completion.

28 Contractor Submittals

The Contractor shall submit an electronic copy of all submittals to the CO and COR in PDF format and phrased in layperson language. Below is a list of all submittals and the response time from the Government.

Title	Referenced by Contract clause or Specification No.	Time of Government Approval After Submittal
Aggregate	Waterfall Corridor Maintenance Specifications Packet	14 days

Performance Requirements Measures

29 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 shall be given significant consideration when evaluating recommendations for future Government contracts and/or awards.

30 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.

31 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 shall 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 shall 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.

32 Performance Requirements Summary

Refer to "Waterfall Corridor Maintenance Specifications Attachment" for detailed performance requirements and acceptance levels.

Government-Furnished Property and Utilities

33 Government-Furnished Property

The Government will not provide Government-Furnished Utilities for the performance of this contract.

34 Government-Furnished Utilities

The Government will not provide Government-Furnished Utilities for the performance of this contract.

Definitions and Applicable Laws, Regulations and Guidance

35 Definitions

Acceptance: The act of an authorized representative of the Government by which the Government, for itself or as agent of another, assumes ownership of existing identified supplies tendered or approves specific services rendered as partial or complete performance of the contract.

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

Business Day: Refers to any day in which Government normal business operations are conducted. For this contract, a business day will be IAW PWS Paragraph 6.0, Government Regular Working Hours.

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.

Contracting Officer (CO): A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer. "Administrative Contracting Officer (ACO)" refers to a Contracting Officer who is administering contracts. "Termination Contracting Officer (TCO)" refers to a

Contracting Officer who is settling terminated contracts. A single Contracting Officer may be responsible for duties in any or all of these areas.

Contracting Officer's Representative (COR): An individual, including a Contracting Officer's Technical Representative (COTR), designated, and authorized in writing by the Contracting Officer to perform specific technical or administrative functions.

Contractor: A supplier or service provider that enters into a contract with the Government to provide specific supplies or services to the Government. The term in this contract refers to the prime.

Cross ditch: A shallow 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.

Drawings: Illustrations showing detailed maintenance required.

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.

Facility: An establishment, structure, or assembly of equipment designated for a specific function; something designed, built, installed, etc., to serve a specific function affording a convenience or service.

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

Forest Values: Refers to the forest ecological value (the worth of a forest in terms of what it contributes to the ecosystem as a whole), aesthetic value (the worth of a forest in terms of its natural beauty), and cultural value (the worth of a forest in terms of the way a person was raised to believe in it).

Government-Furnished Property (GFP): Property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes Contractor-acquired property if the Contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

Government Property: All property owned or leased by the Government. Government property includes both Government-furnished property and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

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.

Inspection: Examining and testing supplies or services (including, when appropriate, raw materials, components, and intermediates assemblies) to determine whether they conform to contract requirements.

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.

Line Item: the basic structural element in a procurement instrument that describes and organizes the required product or service for pricing, delivery, inspection, acceptance, invoicing, and payment. The use of the term "line item" includes "subline item," as applicable.

Line-Item Number (LIN): Either a numeric or alphanumeric format to identify a line item.

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.

Non-Personal Services Contract: A contract under which the personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. Non-personal service contracts are authorized by the Government IAW FAR 37.012, under general contracting authority, and do not require specific statutory authorization.

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.

Performance Objectives: Describe the work that is to take place.

Performance Requirements Summary (PRS): Identifies the key performance indicators of the contract that will be evaluated by the Government to ensure the Contractor meets standards.

Performance Standard: Describe the desired results that are to be achieved. A measure of comparison; an acceptability criterion; a benchmark or yardstick against which a service will be measured.

Quality Assurance (QA): Refers to the various functions, including inspection, performed by the Government to determine whether a Contractor has fulfilled the contract obligations pertaining to quality and quantity.

Quality Assurance Surveillance Plan (QASP): An organized written document used by the Government for quality assurance surveillance. A plan describing how the Government will survey, observe, test, sample, evaluate and document the Contractor's performance in meeting critical performance standards identified in the contract.

Quality Control (QC): Refers to the various functions performed by the Contractor to control and improve the quality of goods and services provided.

Quality Control Plan (QCP): An organized written document used by the Contractor for quality control. A Contractor's internal quality assurance procedures for measuring, tracking, reporting, and analyzing contract performance. A Contractor's QCP is separate from the Government's QASP.

Quantity Measurement Terms: U.S. Customary Units of measure are used in conjunction with these specifications.

a. The methods of measurement and computation will be those necessary to accurately determine the quantities of materials furnished and work performed.
b. All items, which are measured by the feet, will be measured parallel to its longitudinal centerline, unless otherwise shown on the drawings.
c. A station when used as a definition of term or measurement will be one hundred feet, or a precise location along a survey line.
d. Miles will, in the absence of known distances from existing plans or surveys, be determined by the Government using a calibrated survey odometer or equal substitute operated on the traveled way at or parallel to road centerline.
e. The term "ton" means 2000 pounds. Trucks used to haul material measured by truck weight shall be weighed empty at least once daily, and each truck shall bear a plainly legible identification mark. Weigh tickets furnished by the Contractor from certified scales will be used to determine weight measurements.
f. Materials measured by the cubic yard in the hauling vehicle shall be measured therein at the point of delivery. Vehicles may be of any size or type, provided that the box is of such shape that the actual volume may be readily and accurately determined.
g. Measurement by the acre will use the length and width treated. Measurement of width will approximate significant slope breaks but will not include minor deviations along the slopes. The measured slope distance for the length will multiply width treated and converted to a standard 10,000 square yard or acreage value of the surface area treated.
h. Measure square yard with horizontal longitudinal and traverse measurements.
i. The term "lump sum" when used in the Schedule of Items means the complete unit as required by or described in the contract.
j. Measurement will be made of each item or unit of work, as shown in the Schedule of Items, completed and accepted in accordance with the contract provisions, specifications, and drawings.
k. Single Lane Roads: surface maintenance will be measured along the centerline of the roadway. Turnouts are incidental. Measurement will be to the nearest one-tenth (0.1) mile.
l. Double Lane Roads: Surface maintenance will be measured along the centerline of the roadway. Measurement will be to the nearest one-tenth (0.1) mile.
m. Road Mile: Work activity will be measured along the centerline of the road regardless of the number of lanes, to the nearest one-tenth (0.1) mile.

Random Sampling: A method of looking at a few individual items in a lot to determine the quality of that lot against a standard.

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.

Service Contract: A contract that directly engages the time and effort of a Contractor whose primary purpose is to perform an identifiable task rather than to furnish an end item of supply.

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.

Standard Specifications for the Construction of Roads and Bridges on Federal Highway Projects: Issued primarily for constructing roads and bridges on Federal Highway projects under the direct administration of the Federal Highway Administration (FHWA). It is also used by the U.S. Forest Service and other federal agencies on their projects. These specifications are cited as "FP-14" indicating "Federal Project" Standard Specifications issued in 2014 and contain both United States Customary and Metric units of measure.

Sub-Contractor: One that enters into a contract with a prime Contractor. The Government does not have privy of contract with the sub-Contractor.

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.

Unit of Measure: The unit and fractions of units shown in the Schedule of Items.

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.

36 Applicable Laws, Regulations, and Guidance

The Contractor shall 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

Mount Hood National Forest Road Rules

Industrial Fire Precaution Levels (IFPLs) for Oregon Department of Forestry Protection west of the Cascades

Fire Protections and Suppression Forms, R6-FS-6300-52, see attachments 4 and 5

Photos of Project Area

Fig. 1: Pothole Location, Looking South driving into the Trailhead

(Note: the location of the damaged guardrail is coincidentally in the same location though it is not assumed there is any correlation between the two failures. A falling tree damaged the guardrail.)

Fig. 2: Pothole Location, Looking North leaving the Trailhead

Noxious Weeds

Special care shall be taken to assure material and equipment is free of the following noxious weeds and their seeds. See below list of noxious weeds:

Common Name	Scientific Name
African rue	*Peganum harmala*
Bamboo	*Sasa palmata*
Beachgrass, European	*Ammophila arenaria*
Bean-caper, Syrian	*Zygophyllum fabago*
Biddy-biddy	*Acaena novae-zelandiae*
Bindweed, field	*Convolvulus arvensis*
Blackberry, evergreen	*Rubus laciniatus*
Blackberry, Himalaya	*Rubus discolor*
Blueweed, Texas	*Helianthus ciliaris*
Broom, French	*Genista monspessulana*
Broom, Portuguese	*Cytisus striatus*
Broom, Scot's	*Cytisus scoparius*
Broom, Spanish	*Spartium junceum*
Broomrape, small	*Orobanche minor*
Buffalobur	*Solanum rostratum*
Bugloss, common	*Anchusa officinalis*
Buttercup, creeping	*Ranunculus repens*
Butterflybush	*Buddleja globosa*
Camelthorn	*Alhagi pseudalhagi*
Canary grass, reed	*Phalaris arundinacea*
Cherry, laurel	*Prunus laurocerasus*
Cinquefoil, sulfur	*Potentilla recta*
Clematis	*Clematis vitalba*
Cocklebur, spiny	*Xanthium spinosum*
Coltsfoot	*Tussilago farfara*
Cordgrass, Common	*Spartina anglica*
Cordgrass, Dense-flowered	*Spartina densiflora*
Cordgrass, Saltmeadow	*Spartina patens*
Cordgrass, smooth	*Spartina alterniflora*
Cress, creeping yellow	*Rorippa sylvestris*
Crupina, common	*Crupina vulgaris*
Daisy, ox-eye	*Chrysanthemum leucanthemum*

Dyers woad	*Isatis tinctoria*
False brome	*Brachypodium sylvaticum*
Floating heart, yellow	*Nymphoides peltata*
Garlic Mustard	*Alliaria petiolata*
Geranium, Robert	*Geranium robertianum*
Geranium, shining	*Geranium lucidum*
Goatgrass, barbed	*Aegilops triuncialis*
Goatgrass, jointed	*Aegilops cylindrical*
Goatgrass, ovate	*Aegilops ovata*
Gorse	*Ulex europaeus*
Halogeton	*Halogeton glomeratus*
Hawkweed, king devil	*Hieracium piloselloides*
Hawkweed, meadow	*Hieracium pratense*
Hawkweed, mouse-ear	*Hieracium pilosella*
Hawkweed, orange	*Hieracium aurantiacum*
Hawkweed, yellow	*Hieracium floribundum*
Holly, English	*Ilex aquafoluim*
Hogweed, giant	*Heracleum mantegazzianum*
Horsetail, giant	*Equisetum telmateia*
Houndstongue	*Cynoglossum officinale*
Hydrilla	*Hydrilla verticillata*
Iris, flag	*Iris pseudocorus*
Ivy, English	*Hedera helix*
Johnsongrass	*Sorghum halepense*
Knapweed, diffuse	*Centaurea diffusa*
Knapweed, meadow	*Centaurea pratensis (jacea x nigra)*
Knapweed, Russian	*Acroptilon repens*
Knapweed, short-fringed	*Centaurea nigrescens*
Knapweed, spotted	*Centaurea maculosa*
Knapweed, squarrose	*Centaurea virgata*
Knotweed, giant	*Polygonum sachalinense*
Knotweed, Himalayan	*Polygonum polystachyum*
Knotweed, Japanese	*Polygonum cuspidatum*
Kudzu	*Pueraria lobata*
Loosestrife, purple	*Lythrum salicaria*
Matgrass	*Nardus stricta*
Millet, wild proso	*Panicum miliaceum*
Nightshade, silverleaf	*Solanum elaeagnifolium*
Nutsedge, yellow	*Cyperus esculentus*

Nutsedge, purple	*Cyperus rotundus*
Pampas grass	*Cortaderia selloana*
Parrot feather	*Myriophllum aquaticum*
Paterson's curse	*Echium plantagineum*
Peavine, everlasting	*Lathyrus latifolius*
Peaweed, Austrian	*Sphaerophysa salsula*
Policeman's helmet	*Impatiens glandulifera*
Puncturevine	*Tribulus terrestris*
Quackgrass	*Agropyron repens*
Ragweed	*Ambrosia artemisiifolia*
Rush skeletonweed	*Chondrilla juncea*
Saltcedar	*Tamarix ramosissima*
Skeletonleaf bursage	*Ambrosia tomentosa*
Spikeweed	*Hemizonia pungens*
Spurge, leafy	*Euphorbia esula*
Spurge, myrtle	*Euphorbia myrsinites*
St. John's-wort	*Hypericum perforatum*
Starthistle, yellow	*Centaurea solstitialis*
Starthistle, Iberian	*Centaurea iberica*
Starthistle, purple	*Centaurea calcitrapa*
Tansy ragwort	*Senecio jacobaea*
Teasel	*Dipsacus sylvestris*
Teasel, cutleaf	*Dipsacus laciniatus*
Thistle, bull	*Cirsium vulgare*
Thistle, Canada	*Cirsium arvense*
Thistle, Italian	*Carduus pycnocephalus*
Thistle, musk	*Carduus nutans*
Thistle, plumeless	*Carduus acanthoides*
Thistle, Scotch	*Onopordum acanthium*
Thistle, slender-flowered	*Carduus tenuiflorus*
Thistle, smooth distaff	*Carthamus baeticus*
Thistle, woolly distaff	*Carthamus lanatus*
Toadflax, yellow	*Linaria vulgaris*
Toadflax, Dalmatian	*Linaria dalmatica*
Velvetleaf	*Abutilon theophrasti*
Water chestnut, European	*Trapa natans*
Waterlily, fragrant	*Nymphaea oderata*
Watermilfoil, Eurasian	*Myriophyllum spicatum*
Waterweed, South. American.	*Elodea densa*

Whitetop	*Lepidium draba*
Whitetop, hairy	*Lepidium pubescens*
Whitetop, lens-podded	*Lepidium chalepensis*

Vicinity and Forest Location Maps

Fig. 1: Map from Columbia River Gorge National Scenic Area Headquarters

To access Wahclella Falls Trailhead, head west on Wasco St. until taking a right onto US-30 West. Then follow until turning left to enter the onramp for Interstate 84 westbound, then follow until taking exit 40 towards Bonneville Dam. Turn left onto NE Bonneville Wy, continue straight and take a slight right to the project area. (45.63115, -122.95404). This work is in Multnomah County, Oregon.

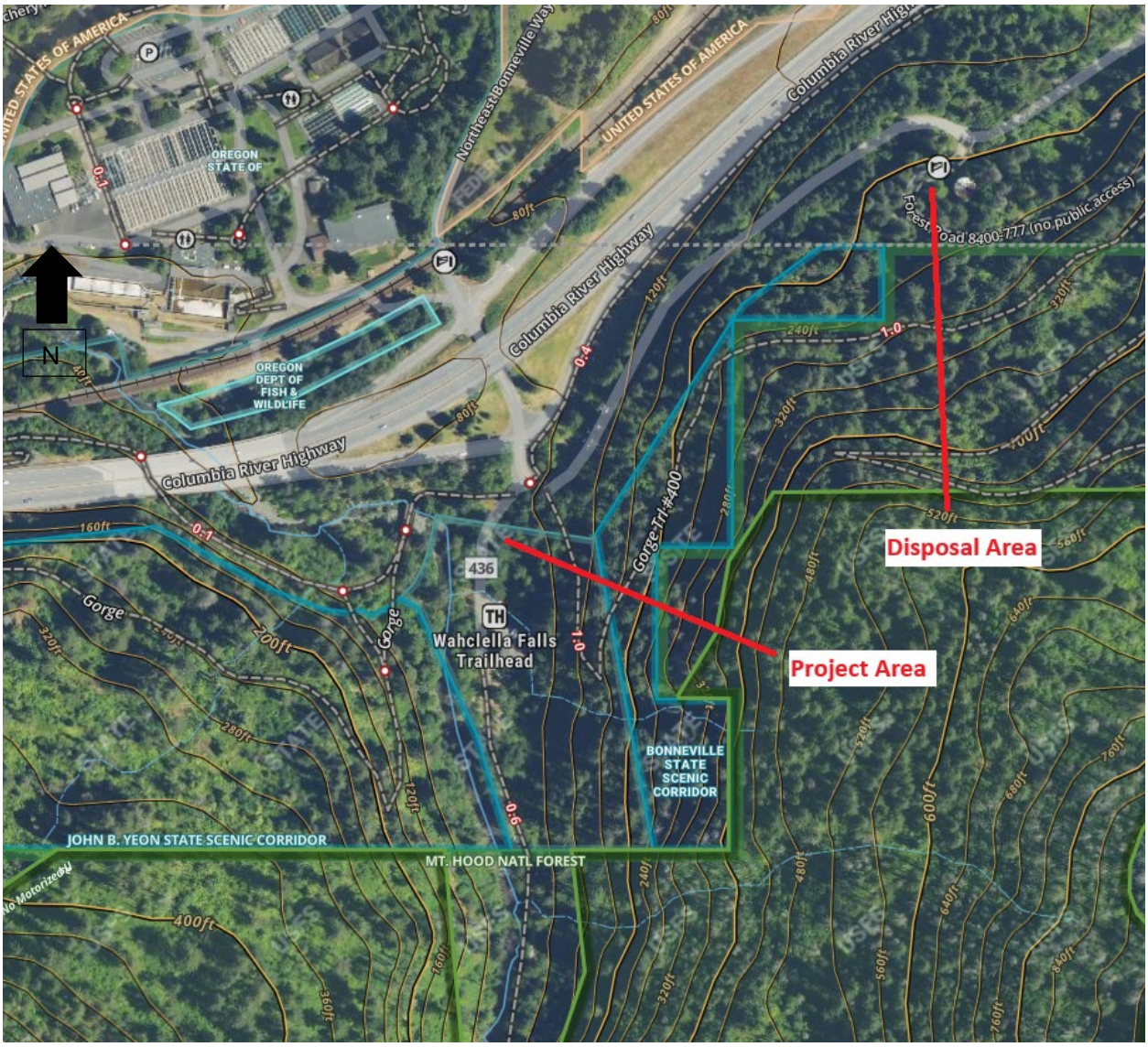

Fig. 2: Map detail of project area.

PACIFIC NORTHWEST REGION

FIRE PROTECTION AND SUPPRESSION

1. Fire Period and Closed Season

Specific fire prevention measures are listed below and shall be effective for the period April 1 to October 31 of each year. The Forest Service may change the dates of said period by advance written notice if justified by unusual weather or other conditions. Required tools and equipment shall be kept currently in serviceable *condition and* immediately available for initial attack on fires.

2. Fire Plan

Before starting any operations on the project, the Contractor, Permittee, Licensee, or Purchaser, hereinafter referred to as the "Contractor," shall prepare a fire plan in cooperation with the Contracting officer providing for the prevention and control of fires in the project area.

The Contractor shall certify compliance with fire protection and suppression requirements before beginning operations during the fire period and closed season, and shall update such certification when operations change.

3. Substitute Measures

The Contracting officer may by written notice authorize substitute measures or equipment or may waive specific requirements during periods of low fire danger.

4. Emergency Measures

The Forest Service may require emergency measures, including the necessary shutting down of equipment or portions of operations in the project area during periods of fire emergency created by hazardous climatic conditions.

5. Fire Control

The Contractor shall, independently and in cooperation with the Forest Service, take all reasonable action to prevent and suppress fires in the project area. Independent initial action shall be prompt and shall include the use of all personnel and equipment available in the project area.

For the purpose of fighting forest fires on or in the vicinity of the project which are not caused by the Contractor's operations, the Contractor shall place employees and equipment temporarily at the disposal of the Forest Service. Any individual hired by the Forest Service will be employed in accordance with the Interagency Pay Plan for Emergency Firefighters. The Forest Service will compensate the Contractor for equipment rented at fire fighting equipment rates common in the area, or at prior agreed to rates.

6. Compliance with State Forest Laws

Listing of specific fire precautionary measures herein is not intended to relieve the Contractor in any way from compliance with the State Fire Laws covering fire prevention and suppression equipment, applicable to operations under this contract, permit or license.

7. Fire Precautions

Specific fire precautionary measures are as follows:

a. Smoking and Open Fires

Smoking and fires shall be permitted only at the option of the Contractor. The Contractor shall not allow open fires on the project area without advance permission in writing from Forest Service.

Unless restricted by State Law or Federal Regulation, smoking shall be permitted only in such portions of the project area that are free of flammable material. Smokers shall sit down to smoke in such a position that any burning material will fall within a cleared area, and shall extinguish and press out in mineral soil all burning material before leaving the cleared area.

b. Fire Extinguishers and Equipment on Trucks, Tractors, etc.

All power-driven equipment operated by the Contractor on National Forest land, except portable fire pumps, shall be equipped with one fire extinguisher having a UL rating of at least 5 BC, and one "D" handled or long handled round point shovel, size **"O"** or larger. In addition, each motor patrol, truck and passenger-carrying vehicle shall be equipped with a double-bit axe or Pulaski, 3-1/2 pounds or larger.

Equipment shall be kept in a serviceable condition and shall be readily available.

c. Power Saws

Each gasoline power saw operator shall be equipped with a pressurized chemical fire extinguisher of not less than 8-ounce capacity by weight, and one long-handled round point shovel, size **"o"** or larger. The extinguisher shall be kept in possession of the saw operator at all times. The shovel shall be accessible to the operator within 1 minute.

d. Extinguishers

One refill for each type or one extra extinguisher sufficient to replace each size extinguisher required on equipment shall be safely stored in the fire tool box or other agreed upon place on the project area that is protected and readily available.

e. Spark Arresters and Mufflers

Each internal combustion engine shall be equipped with a spark arrester meeting either (1) USDA Forest Service Standard 5100-1a, or (2) appropriate Society of Automotive Engineers (SAE) recommended practice J335(b) and J350(a) as now or hereafter amended unless it is:

(1) Equipped with a turbine-driven exhaust supercharger such as the turbocharger. There shall be no exhaust bypass.

(2) A passenger-carrying vehicle or light truck, or medium truck up to 40,000 GVW, used on roads and equipped with a factory-designed muffler complete with baffles and an exhaust system in good working condition.

(3) A heavy duty truck, such as a dump or log truck, or other vehicle used for commercial hauling, used only on roads and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab.

Exhaust equipment described in this subsection, including spark arresters and mufflers, shall be properly installed and constantly maintained in serviceable condition.

f. Emergency Fire Precautions

The Contractor shall restrict operations in accordance with the Industrial Fire Precaution Levels listed below. The Forest Service may change the Industrial Fire Precaution Levels to other values upon revision of the National Fire Danger Rating System and may change the specific Industrial Fire Precaution Levels when such changes are necessary for the protection of the National Forest. When Bent to the Contractor, the revised Industrial Fire Precaution Levels will supersede the attached levels.

INDUSTRIAL FIRE PRECAUTIONS SCHEDULE

LEVEL INDUSTRIAL FIRE PRECAUTION (IFPL) – **Area 658**

I. Closed season - Fire precaution requirements are in effect. A fire watch/security is required at this and all higher levels unless otherwise waived.

II. Partial hootowl - The following may operate only between the hours of 8 p.m. and I p.m., local time:

a. power saws, except at loading sites;
b. cable yarding;
c. blasting;
d. welding or cutting of metal.

III. Partial shutdown - The following shall be prohibited except as indicated:

Cable yarding - except that gravity operated logging systems employing non-motorized carriages may be operated between the hours of 8 p.m. and 1 p.m., local time, when all block and moving lines, except the line between the carriage and the chokers, are suspended 10 feet above the ground;

Power saws - except power saws may be used at loading sites and on tractor/skidder operations between the hours of 8 p.m. and 1 p.m., local time.

In addition, the following are permitted between the hours of 8 p.m. and 1 p.m., local time:

a. tractor/skidder operations;
b. mechanized loading and hauling of any product or material;
c. blasting;
d. welding or cutting of metal;
e. any other spark-emitting operation not specifically mentioned.

IV. General shutdown - All operations are prohibited.

The following definitions shall apply to these Industrial Fire Precaution Levels:

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

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

Contracting officer: The person executing the contract, permit or license on behalf of the Government and includes that person's designated representative, acting within the limits of their authority or the duly appointed successor to the individuals.

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.

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.

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.

Waivers, written in advance, may be used for any and all activities. Activities for which waivers may be issued include, but are not limited to:

a. mechanized loading and hauling;
b. road maintenance such as sprinkling, graveling, grading and paving;
c. cable yarding using gravity systems or suspended lines and blocks, or other yarding systems where extra prevention measures will significantly reduce the risk of fire;
d. powers saws at loading sites or in felling and bucking where extra prevention measures will significantly reduce the risk of fire;
e. maintenance of equipment (other than metal cutting and welding) or improvements such as structures, fences and powerlines.

Such waiver, or substitute precautions will prescribe measures to be taken by the Contractor to reduce the risk of ignition, and/or the spread of fire. The Contracting officer shall consider site specific weather factors, fuel conditions, and specific operations that result in less risk of fire ignition and/or spread than contemplated when precaution level was predicted. Consideration shall also be given to measures that reduce the precaution levels above. The Contractor shall assure that all conditions of such waivers or substitute precautions are met.

The Contractor shall obtain the predicted Industrial Fire Precaution Level daily, prior to the start of work, from the appropriate Ranger District headquarters. If predictions made after 6:00 p.m., local time, are significantly different than the original prediction, the Forest Service will inform the Contractor when changes in restrictions or industrial precautions are made.

NOTE: **The IFPL system does not apply on lands protected by ODF east of the summit of the Cascades.**

Where hauling involves transit through more than one shutdown/regulated use area, the precaution level at the woods loading site shall govern the level of haul restriction, unless otherwise prohibited by other than industrial precaution level system.

8. Fire Tools

The Contractor shall furnish serviceable fire fighting tools in a readily accessible fire tool box or compartment of sound construction with a hinged lid and hasp so arranged that the box can be secured or sealed. The box shall be red and marked "Fire Tools" in letters one inch high. It shall contain a minimum of:

a. 2 axes or Pulaskis with a 32-inch handle;

b. 3 adze eye hoes. one Pulaski may be substituted for 1 adze eye hoe;

c. 3 long-handled, round point shovels, size "o" or larger.

9. Fire Security

When the Industrial Fire Precautions Level is "I" or higher, unless a waiver is granted, the Contractor shall designate a person who shall perform fire security services listed below on the project area and vicinity. The designated person shall be capable of operating the Contractor's communications and fire fighting equipment specified in the contract, excluding helicopters, and of directing the activities of the Contractor's personnel on forest fires. In lieu of having the designated person perform the required supervisory duties, the Contractor may provide another person meeting the qualifications stated above to direct the activities of Contractor's personnel and equipment during all fire fighting activities.

Services described shall be for at least 1 hour from the time the Contractor's operations are shut down. For the purposes of this provision, personnel servicing equipment, and their vehicles, who are not engaged in cutting or welding metal are excluded.

Fire security services shall consist of moving throughout the operation area or areas constantly looking, reporting, and taking suppression action on any fires detected. Where possible, the designated person shall observe inaccessible portions of helicopter operating areas from vantage points within or adjacent to project area.

10. Blasting

Whenever the Industrial Fire Precaution Level is "II" or greater, a fire security person equipped with a long-handled, round point, No. "0" or larger, shovel, and a five-gallon backpack pump can filled with water will stay at location of blast for I hour after blasting is done. Blasting may be suspended by Forest service in writing, in an area of high rate of spread and resistance to control.

Fuses shall not be used for blasting. Explosive cords shall not be used without written permission of Forest Service, which may specify conditions under which such explosives may be Used and precautions to be taken.

Additional Fire Precautionary Measure 1 – Tank Truck

11. The Contractor shall provide a tank truck, containing not less than 300 gallons of water, during yarding, loading, land clearing, right-of-way clearing, and mechanical treatment of slash. A tank truck or trailer will not be required if powersaw falling and bucking is the only operation. Such tank truck or trailer shall be maintained in a serviceable condition and located within 10 minutes, round trip, from each project area duing fire period and closed season.

The tank truck or trailer shall be equipped with a pump capable of discharging 20 gallons of water per minute, using a ¼ inch nozzle tip, through a 50-foot length of rubber-lined hose. In addition, 500 feet of servicable fabric jacket rubber-linned hose of not less than 1 inch outside diameter, fitted with a nozzle capable of discharging a straight stream of ¼-inch diameter and a spray pattern shall be immediately available for use. The tank, pump, and at least 250-feet of hoze and nozzle shall be connected and ready for use at all times.

If a trailer is used, it shall be equipped with a hitch to facilitate prompt movement. A serviceable tow vehicle shall be immediately available for attachment to the trailer and must meet the time requirements stated above. Such a truck or trailer shall be equipped to operate for a minimum of 8 hours.

Tank truck or trailer shall be available from the start of work to the end of the Fire Watch/Fire Security service.

Additional Fire Precautionary Measure 2 - Communications

12. The Contractor shall provide adequate two-way communication facilities 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 communications).

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

USDA Forest Service – Region 6

FIRE PLAN

(For use with Forms R6-FS-6300-52)
R6-FS-6300-53 and R6-FS-6300-54

Contractor	Contractor Number
Project Name	Contract Performance Period

Contractor's Representative for Fire Matters

Name	Title	Telephone Number Office	Residence

Contracting Officer's Representative

Name	Title	Telephone Number Office	Residence

Forest Service Inspector(s)

Name	Title	Telephone Number Office	Residence

Action by Contractor

The Contractor shall take all reasonable and practical action to prevent and suppress fires in the project area. The Contractor shall take suppression action immediately upon discovery of or becoming aware of such fires.

Action by Forest Service

The Forest Service may counsel with the Contractor on suppression action and will, when necessary, supplement the Contractor's efforts by furnishing personnel and equipment not available to the Contractor. In the event that a fire is not suppressed by the Contractor and will require appreciable reinforcements, the Forest Service may take over suppression of the fire and may employ the Contractor's personnel and equipment.

Fire Prevention and Suppression

Predicted fire precautions class may be obtained from the following local sources:

_____

_____

_____

The Contractor has employed or designated the following named individual(s) as fireguard, whose duty is the detection and suppression of fires.

Name	Title	Telephone Number Office	Telephone Number Residence

Contractor will [ ], will not [ ], permit employees to smoke while in the project area. Open fires will [ ], will not [ ], be permitted by the Contractor. Although these activities may be permitted by the contractor, it is understood that neither shall be allowed without being authorized in writing by the Contracting Officer's Representative.

Fires shall be reported to one of the following Forest Service employees:

Name	Address or Location	Telephone Number Office	Telephone Number Residence

Contractor's Employees Processing Special Fires Qualifications

Name	Best Fire Assignment	Other Qualifications

Total number of employees who could perform firefighting duties _____

Description, Type, Make, Model, Size	Number	

Joint Preparation of this fire plan is acknowledged:

Contractor or Designated Representative	Contracting Officer's Representative
Date	Date

"

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms
Director

Division of Wage Determinations

Wage Determination No.: 1977-0079
Revision No.: 82
Date Of Last Revision: 5/13/2026

Employed on contract(s) for Forestry and Logging Services.

State: Oregon

Area: Oregon Counties of Baker, Benton, Clackamas, Clatsop, Columbia, Coos, Crook, Curry, Deschutes, Douglas, Gilliam, Grant, Harney, Hood River, Jackson, Jefferson, Josephine, Klamath, Lake, Lane, Lincoln, Linn, Malheur, Marion, Morrow, Multnomah, Polk, Sherman, Tillamook, Umatilla, Union, Wallowa, Wasco, Washington, Wheeler and Yamhill

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Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
08010 - Brush/Precommercial Thinner		20.04
08040 - Choker Setter		20.18
08070 - Faller/Bucker		35.61
08100 - Fire Lookout		19.38
08130 - Forestry Equipment Operator		23.41
08160 - Forestry/Logging Heavy Equipment Operator		23.41
08190 - Forestry Technician		25.80
08200 - Forestry Truck Driver		20.49
08250 - General Forestry Laborer		16.13
08280 - Nursery Specialist		26.84
08310 - Slash Piler/Burner		12.91
08340 - Tree Climber		12.91
08370 - Tree Planter		18.16
08400 - Tree Planter, Mechanical		18.16

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or

stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Note: Executive Order 13658 generally applies to contracts subject to the Service Contract Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the cor
Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $5.55 per hour, up to 40 hours per week, or $222.00 per week or $962.00 per month

HEALTH & WELFARE EO 13706: $5.09 per hour, up to 40 hours per week, or $203.60 per week, or $882.27 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 10 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of """"wash and wear"""" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the """"Service Contract Act Directory of Occupations"""", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order

the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the """"Service Contract Act Directory of Occupations"""" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.
"

NOTE: **If you use this form, you need to submit enough pages to cover all the information specified. Unless you have very little experience within the requirements of this solicitation, you will need more than one sheet to cover all the work to be reported.**

PAST AND CURRENT CONTRACT INFORMATION **Page _____ of _____ Pages**
(For the past 4 similar deliveries)
OFFEROR'S NAME

CUSTOMER NAME	CONTRACT NO.	BRIEF DESCRIPTION	PRIMARY CONTACT INFORMATION
			NAME:
CUSTOMER ADDRESS			VOICE PHONE #:
			FAX PHONE #:
	CONTRACT VALUE	COMPLETION DATE OR % COMPLETE IF ONGOING	SECONDARY CONTACT INFO.
			NAME:
			VOICE PHONE #:
			FAX PHONE #:

CUSTOMER NAME	CONTRACT NO.	BRIEF DESCRIPTION	PRIMARY CONTACT INFORMATION
			NAME:
CUSTOMER ADDRESS			VOICE PHONE #:
			FAX PHONE #:
	CONTRACT VALUE	COMPLETION DATE OR % COMPLETE IF ONGOING	SECONDARY CONTACT INFO.
			NAME:
			VOICE PHONE #:
			FAX PHONE #:

Award Type

It is anticipated that a firm-fixed price 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

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 best value to the Government.

Technical Approach:

The technical approach will evaluate the ability of the offeror to provide a sound and compliant approach that meets all requirements and shows a thorough understanding of them. It is the contractor's responsibility to ensure their quotation clearly demonstrates their capability to meet these requirements. All offerors must provide the following minimum information and documentation with their quotations to be considered responsive and have their offers evaluated:

- Ability of the offeror to meet the schedule requirements listed in the Performance Work Statement (PWS).
- Detailed explanation of any requirement listed in the PWS that cannot be successfully accomplished by the offeror.

Price:

The offeror shall provide pricing as requested in the Schedule of Items on page 2 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. DO NOT USE YOUR OWN PRICING FORMAT. YOU MUST USE THE PROVIDED SCHEDULE OF ITEMS.

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.

Award will not necessarily be made to the lowest-priced offeror. Tradeoffs will not be conducted.

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:

Submit offer by email to jorge.somoza@usda.gov so that it is delivered into this inbox by **25 August 2026 by 2:00 PM PDST**. Emails should contain 3 separate attachments (Technical Proposal, Price Proposal, and Past Performance) in Microsoft Word, Excel, or Adobe PDF format. Be aware that large attachments may increase the time required to deliver an email. It is the offerors responsibility to confirm receipt of the offer from jorge.somoza@usda.gov

4) Address questions about this solicitation to Jorge Somoza at jorge.somoza@usda.gov

For Technical questions address them to Garrett Mercator at (971) 469-3249 or email garrett.berkey@usda.gov

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

Technical Questions shall be submitted via email to garrett.berkey@usda.gov and are due no later than August 17 2026, at 12:00 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.

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)

FAR 52.217-5 EVALUATION OF OPTIONS (JULY 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

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.

Waterfall Corridor Maintenance
Solicitation Number 1240BD26Q0085

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.