# SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER: 0044053515



2. CONTRACT NUMBER:

3. AWARD/EFFECTIVE DATE:

4. ORDER NUMBER:

5. SOLICITATION NUMBER: 140L4326Q0098

6. SOLICITATION ISSUE DATE: 08/05/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Tiffany Eslinger

b. TELEPHONE NUMBER *(No collect calls)*: 5032312008

8. OFFER DUE DATE/ LOCAL TIME: 08/19/2026 1400 PD

9. ISSUED BY CODE: LHA

BLM OR-ST OFC PROC MGMT BR(OR952)
1220 SW 3rd Avenue, 12th Floor
PORTLAND OR 97204

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): 562111

SIZE STANDARD: $47

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: 0011276590

See Schedule

16. ADMINISTERED BY CODE: LHA

See Schedule

17a. CONTRACTOR/ OFFEROR CODE: FACILITY CODE:

TELEPHONE NUMBER:

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

18a. PAYMENT WILL BE MADE BY CODE:

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

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|---|---|---|---|---|
| | ADMINISTERED BY:<br>BLM OR-ST OFC PROC MGMT BR(OR952)<br>1220 SW 3rd Avenue, 12th Floor<br>PORTLAND OR 97204 US<br>DELIVER TO:<br>BLM-OR NORTHWEST OREGON (SIUSLAW)<br>Continued...<br>*(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)*: Tiffany Eslinger

31c. DATE SIGNED

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|---|---|---|---|---|
| | SIUSLAW RESOURCE AREA<br>3106 Pierce Pkwy, Ste E<br>Springfield OR 97477-7910 US<br>Yellowbottom Recreation Site Cleanup,<br>Northweest Oregon District BLM<br>Delivery: 02/01/2027<br>Period of Performance: 10/01/2026 to 12/30/2026 | | | | |
| 00010 | Yellowbottom Recreation Site Cleanup<br>Product/Service Code: S205<br>Product/Service Description: HOUSEKEEPING-TRASH/GARBAGE COLLECTION<br><br>Period of Performance: 10/01/2026 to 02/01/2027 | | | | |
| 00020 | Removal of campground furniture debris<br>Product/Service Code: S205<br>Product/Service Description: HOUSEKEEPING-TRASH/GARBAGE COLLECTION<br><br>Period of Performance: 10/01/2026 to 02/01/2027 | | | | |

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE<br>32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|---|---|
| | |

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

| STOCK RECORD (S/R) | | 40. PAID BY |
|---|---|---|
| 38. S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER | |

| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | | 42a. RECEIVED BY *(Print)* | |
|---|---|---|---|
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | 41c. DATE | 42b. RECEIVED AT *(Location)* | |
| | | 42c. DATE RECEIVED *(MM/DD/YYYY)* | 42d. TOTAL CONTAINERS |

**SECTION B – SERVICES AND PRICES**

This requirement is for one (1) Firm Fixed Price Commercial Service Contract for removal and disposal of non-hazardous campground equipment and construction materials at the Yellowbottom Recreation Site, Northwest Oregon District BLM in Linn County, Oregon.

**BASE**

| Item no. | Item Description | Quantity | Unit of Measure | Total |
|---|---|---|---|---|
| 0001 | Yellowbottom Cleanup | 1 | LS | $ |

LS = Lump Sum

(End of Section B)

## SECTION C – STATEMENT OF WORK

1. **GENERAL**

1.1. Purpose/Objective

The Contractor shall provide all personnel, materials, services, transportation, and equipment necessary for removal and disposal of non-hazardous campground materials including picnic tables, fire rings, bollards, fencing, and other various construction materials at Yellowbottom Recreation Site.

1.2. Background

Yellowbottom Recreation Site's Campground was closed indefinitely by the Bureau of Land Management Northwest Oregon District Office. The BLM is currently in the process of converting the site to day-use only, including a trail where the campground previously existed. BLM employees have removed a majority of the amenities from the campground and need to dispose of the materials. The contractor will dispose of any materials that have been identified and have been previously piled by the BLM. The majority of these materials include construction materials such as staircases and railing, picnic tables, building materials, concrete, steel, fire rings, fencing, and bollards.

The BLM has piled approximately 200 yards of materials to dispose of and needs the recipient to haul the material away, disposing of it following laws put in place by the state of Oregon and federal regulations.

1.3. Location

Yellowbottom Recreation Site Campground. Milepost 24 of Quartzville Backcountry Byway. Northeast of Sweet Home, OR.

44 degrees 35'22.58"N, 122 degrees 22'22.16"W

1.4. Period of Performance

Overall Period of Performance: October 1, 2026 to February 1, 2027

2. **DESCRIPTION OF SERVICES/TASKS**

2.1. Waste Analysis - The Contractor will complete waste material categorization to facilitate disposal. To include whether materials are to be disposed of via landfill or recycled following the regulations put in place locally, federally, and by the State of Oregon.

2.2. Removal - The Contractor shall remove all waste identified for disposal.

2.3. Transportation - Transportation of any waste must comply with all applicable ODEQ, DOT, other local, state, and federal regulations.

2.4. Waste Disposal - The Contractor shall dispose of the materials at an appropriate landfill or Transportation, Storage, and Disposal Facility (TSDF) certified by the ODEQ, or federal government. Any hazardous materials shall be disposed of in accordance with local, state, and federal laws.

2.5. Recycling – The Contractor shall recycle as much as possible and when appropriate.

2.6. Receipts - The Contractor shall submit receipts for all lab analysis and waste disposal to BLM in a summary report for each location.

## 3. CONTRACTOR FURNISHED PROPERTY AND OTHER REQUIREMENTS

3.1. Property and Services - Duties include mobilization, removal of identified materials, manifesting, transporting, disposal, demobilization, and providing BLM a copy of all documentation, disposal receipts, in a summary report. The contractor is responsible for cleanup, disposal, and additional cost of any spills occurring because of their actions related to this removal.

3.2. Personnel - The contractor shall furnish all necessary qualified personnel to perform the removal and disposal of the materials.

## 4. COMMUNICATIONS

4.1. Contracting Officer (CO) – Any requests for modification to the contract MUST be completed through the CO prior to commencing additional work.

4.2. Contracting Officer Representative (COR) – All activities must be planned in coordination with the COR. Any technical questions must be asked through the COR. The COR does not have authority to deviate or approve any modification to the contract.

4.3. Point of Contact for Site Access: [Provided at award]

## 5. GOVERNMENT-FURNISHED ITEMS

5.1. Gate Key – the BLM will issue the contractor a key to access the site through the campground gate to be returned once the job is completed. Closeout and payment will not be received until the key is returned.

5.2. Site Location/Map – Site location provided in Section 1.1. Map for site in Attachment 2.

5.3. Site Photos -Yellowbottom site removal materials– See Attachment 3.

## 6. DELIVERABLES

6.1. Draft - The contractor will submit a summary report to include, but not limited to, photographs, disposal weight tickets, disposal receipts and any additional supporting documentation. The contractor will submit draft electronic copies to the BLM COR for review. The BLM will have 10 business days to provide written comments.

6.2. Final - The contractor will incorporate Government furnished comments received on the drafts into final documents. The final report should be submitted to BLM electronically.

(End of Section C)

## SECTION F – DELIVERIES OR PERFORMANCE

### F.1.0 PERIOD OF PERFORMANCE

The contract shall commence from October 1, 2026 to February 1, 2027.

### F.2.0 PROGRESS PLAN

At the prework conference, the Contractor shall provide to the COR a written "work progress plan" that details its proposed work force and schedule to provide for orderly completion of the work within the contract performance time. This work schedule must be acceptable to the Government. At a minimum, the schedule must reflect a work progress rate equal to the available amount of contract performance time.

### F.3.0 STOP WORK ORDER

The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
(1) Cancel the stop-work order; or
(2) Terminate the work covered by the order as provided in contract clause 52.212-4.

If a stop-work order is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work.

The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of Section F)

**SECTION G – CONTRACT ADMINISTRATION DATA**

The following local clauses are provided in full text:

ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INVOICE PROCESSING PLATFORM (IPP) (FEB 2021)

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

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions – Commercial Products or Commercial Services included in commercial products or commercial services contracts. The IPP website address is: https://www.ipp.gov.

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

1. Invoice billed according to contract line items and rates.

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

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

(End of Local Clause)

(End of Section G)

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1.0 ACCESS

In the event of a site/facility closure, the Contractor shall not perform or make deliveries to the site/facility until it is reopened by the Government, unless otherwise instructed by the Contracting Officer or their designated representative.

H.2.0 WORK HOURS

Unless otherwise specified in Section C, Specifications, work hours under this contract shall be limited to the time between one-half hour before sunrise to one-half hour after sunset each day. No work will be done on Saturday, Sunday, or Federal holidays unless authorized by the COR.

H.3.0 ENVIRONMENTAL INTERRUPTION OF WORK

H.3.1 Environmental - The Contracting Officer, by issuance of a suspend work order, may direct the Contractor to shut down any work that may be subject to damage due to weather conditions, fire danger, or because it is impracticable to work during the winter season. The Contractor will be given a resume work order which will document the date the work suspension ends. An allowance has been included in the contract time for all environmental delays. The count of contract time will therefore continue during all periods of suspension due to normal weather conditions, including fire danger. The Contractor will not be entitled to additional contract time for any suspensions except to the extent that they are due to unusually severe weather conditions. The Contractor will not be entitled to additional monetary compensation for such suspensions regardless of duration.

H.3.2 Endangered Species - The Government may direct the Contractor to discontinue all operations in the event that listed or proposed threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, or Federal candidate (Category 1 and 2), sensitive or state listed species, identified under BLM Manual 6840, are discovered to be present in or adjacent to the project area.

H.4.0 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL DATA

H.4.1 Public Law 93-291, May 24, 1974, provides for the preservation of scientific, prehistorical, and archeological data (including relics and specimens) which might otherwise be lost due to alteration of the terrain as a result of any Federal construction project.

H.4.2 The Contractor agrees that should any contractor employee, in the performance of this contract, discover evidence of possible scientific, prehistorical, historical, or archeological data the contractor will notify the Contracting Officer immediately in writing giving the location and nature of the findings.

H.4.3 Where appropriate by reason of discovery, the Contracting Officer may order delays in the time of performance and/or changes in the work. If such delays and/or changes are ordered, the time of performance and contract price shall be adjusted in accordance with the applicable clauses in the Contract Clauses Section of this contract.

H.4.4 The Contractor agrees to insert this requirement in all subcontracts which involve the performance of work on the terrain of the site.

H.5.0 ENVIRONMENTAL IMPACT

All waste materials generated by any work under the contract performed on a Government installation shall at all times be handled, transported, stored, and disposed of by the contractor and by his subcontractors in accordance with all applicable Federal, state, and local laws, ordinances, regulations, court orders, and other types of rulings having the effect of the law, including, but not limited to Executive Order 12088, 13 October 1978, Federal Compliance with Pollution Control Standards; the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 ET SEQ); the Clean Air Act as amended (42 U.S.C. Sec 7401 ET SEQ);

the Endangered Species Act, as amended (16 U.S.C. Sec 1531, ET SEQ); the Toxic Substances Control Act, as amended (15 U.S.C. Sec 2601, ET SEQ); the National Historic Preservation Act, as amended (16 U.S.C. Sec 470, ET SEQ); the Solid Waste Disposal Act, as amended (42 U.S.C. 6901 ET SEQ); and the Archaeological and Historic Preservation Act, as amended (16 U.S.C. Sec 469, ET SEQ). Should the United States Government be held liable for any neglect or improper actions by the contractor or any subcontractor regarding removal or disposal of any hazardous waste, the contractor shall reimburse the Government for all such liability.

## H.6.0 HAZARDOUS MATERIALS

Any material suspected of being hazardous that is encountered during performance of a project shall immediately be brought to the attention of the Contracting Officer, at which time a determination will be made as to whether hazardous material testing shall be performed. If the Contracting Officer directs the contractor to perform tests, and/or the material is found to be of a hazardous nature requiring additional protective measures, a contract modification may be required, subject to equitable adjustment under the terms of the contract. The contractor is advised that friable and/or non-friable asbestos-containing material may be encountered in project areas. Friable asbestos-containing material is any material that contains more than one percent asbestos by weight, and that hand pressure can crumble, pulverize or reduce to powder when dry. Non-friable asbestos containing materials are materials in which asbestos fibers are bound by a matrix material, saturation, impregnation or coating.

Non-friable asbestos-containing materials do not normally release airborne asbestos fiber during routine handling and end-use. However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition, or other similar activities. 29 CFR 1910.1001 shall be referenced in the event asbestos-containing materials are encountered. Friable asbestos-containing materials are not authorized for use in new construction or maintenance projects.

## H.7.0 GREEN PROCUREMENT REQUIREMENTS

In the performance of this service or construction contract, the Contractor shall make maximum use of products identified on the mandatory environmental purchasing list at the following links, if applicable:

- U.S. EPA Comprehensive Procurement Guidelines published at *www.epa.gov/cpg/products.htm*.
- USDA Biobased product listings published at *www.biopreferred.gov*.
- Energy Star® product listings published at *www.energystar.gov/products*.
- FEMP Low Standby Power product listings published at *http://energy.gov/eere/femp/covered-product-categories*

Contractor shall comply with all reporting requirements stated in the applicable clause(s):

- 52.223-1 Biobased Product Certification
- 52.223-2 Reporting of Biobased Products under Service and Construction Contracts
- 52.223-4 Recovered Material Certification
- 52.223-9 Estimate of Percentage of Recovered Material Content for EPA Designated Items

## H.8.0 RESTORATION OF RESOURCES

H.8.1 Cleanup - The Contractor is responsible for cleaning up all camp and worksites before leaving the area. Final payment or other alternative deemed feasible may be withheld until the Contractor has complied with this requirement.

H.8.2 Site and Access Roads – Site and public or private access roads negligently damaged by the Contractor shall be restored to the same condition they were in at the commencement of work, at the expense of the Contractor.

## H.9.0 UNAUTHORIZED PERSONNEL

The contractor shall inform all personnel working under his jurisdiction (including subcontractor and visiting supplier personnel) that access to restricted areas outside of the immediate work area; excluding direct haul and access routes, contracting and Civil Engineering offices and points of supply and storage; is prohibited. Circulation of said personnel will be limited to official business only. Persons in violation of the above will be apprehended and appropriately disciplined.

H.10.0 OREGON FARM/FOREST LABOR CONTRACTOR'S LICENSE

If the State of Oregon requires an Oregon Farm/Forest Labor Contractor's License, then the contractor awarded this contract and all first-tier subcontractors shall be required to obtain and maintain, during the term of this contract, such a license. Contractors not having a current license will be required to furnish evidence of having obtained such license within ten (10) days after receipt of written notification of contract award. Failure to obtain, keep and maintain a current license during the term of this contract or the extension thereof shall be a basis for termination for default.

Information on obtaining this license may be obtained from:

Bureau of Labor and Industries
Wage and Hour Division
3865 Wolverine St. NE; E-1
Salem, OR 97305-1268

Contact: Licensing Unit
Telephone: (503) 373-1463
Fax: (503) 373-7636

H.11.0 FIRE DANGER SEASON

If the COR allows the Contractor to continue work during periods of declared fire danger or season, the Contractor shall comply with all applicable state laws relating to fire prevention and with all special conditions of work as directed by the COR and outlined in the attachment at the end of this section.

The following clause is provided in full text:

**FIRE REQUIREMENTS PROCEDURES OUTLINE**

This outline covers the fire protection requirements of a contractor or private party who performs service or construction contracts on BLM land. In western Oregon, the BLM allows Oregon Forest Law (ORS) and Oregon Administrative Rules (OAR) to apply to these operations on BLM lands rather than develop similar rules applicable only to BLM lands.

**1. CLOSED FIRE SEASON**

The closed fire season means that fire season has been declared. ORS 477.505 gives the State Forester the authority to establish the fire season. The authority has been delegated to the District Foresters around the state who issue public notices through the newspapers and radio when fire season will be closed for their individual districts. Closed fire season depends upon the drying of forest fuels, rainfall, and time of year. During the closed fire season, the following requirements must be met:

- Fire tools must be on site;
- Fire extinguisher must be in all vehicles;
- Chainsaws must have a .023-inch mesh screen installed in the exhaust;
- Only unmodified saws are to be used in the forest;
- Approved spark arresters must be on all internal combustion engines;
- Watchman service must be provided for 3 hrs after shutdown of power equipment for the day;
- No smoking is permitted while working or traveling through any operations area in the forest;
- No use of explosives is permitted unless approved by the State Forester's representative;
- Permits to burn are required unless waived by a representative of the State Forester.
- Permits to operate power-driven machinery shall be obtained by the Contractor prior to commencing operations unless waived by a representative of the State Forester (ORS 47.625).

Changes or modifications to the above requirements are possible depending upon changes in State of Oregon law and requirements of the State Districts and Protective Associations.

## 2. FIRE PRECAUTION LEVELS

There are 4 fire precaution levels that begin with level 1 at the start of the closed fire season and can go through level 4 if conditions warrant. The fire precaution levels restrict certain forest operations as the fire danger increases. It is the responsibility of the individual operating on forest land to know the precaution level for the day and take the correct fire precautions. There are no precaution levels prior to the closed fire season. Each fire precaution level requires adherence to the restrictions applicable to all lower levels in addition to the limits placed by that level.

**Level 1** is the lowest level of fire danger usually occurring early in the season and perhaps again after significant rainfall during the season. All requirements listed above apply. Waivers may be issued by the State Districts or Protective Associations and these MUST be approved by the BLM. Waivers will only be considered if the conditions on the work site are not as severe as predicted. The requirements for fire tools on site, screens installed in saws, and fire extinguishers with saws will not be waived.

**Level 2** is the partial hootowl where saws can operate from first light in the morning until 1:00 p.m. in the afternoon. From 1:00 p.m. until the end of the day saws are to be shut down. Waivers for operating beyond the 1:00 p.m. shutdown will be evaluated on a site-by-site basis.

**Level 3** is the partial shutdown of all forest industrial operations and shuts down contractor operations with few exceptions. Waivers may be issued on a site-by-site basis.

**Level 4** is the general shutdown of all contractor operations. Waivers will not be issued. Landowners are permitted entry into their lands.

**ORS. 477.066** requires that an operator on forest land take immediate action to control and extinguish a fire on forest land. The contractor shall take this action and notify the BLM and the nearest State of Oregon District office immediately.

**OAR. 629-43-030** requires watchmen to be:

- Physically capable and experienced in operating any firefighting equipment on site.
- On duty for 3 hours after the shutdown of the last power-driven equipment for the day.
- Furnished adequate facilities for transportation and communications in order to summon assistance if needed.
- Patrolling and visually inspecting all sites where work was done during the day.

## 3. FIRE TOOLS REQUIRED DURING CLOSED FIRE SEASON

The operator/contractor shall furnish fire tools to all personnel on site using the following combinations.

| | NUMBER OF PERSONNEL | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | 1- 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| KIND OF TOOLS | NUMBER OF TOOLS REQUIRED | | | | | | | | | | |
| Pulaskis | 1 | 1 | 1 | 1 | 1 | 1 | 2 | 2 | 2 | 2 | 2 |
| Shovels | 2 | 2 | 2 | 3 | 3 | 3 | 3 | 4 | 4 | 5 | 5 |
| Hazel hoes | 1 | 2 | 3 | 3 | 4 | 5 | 5 | 5 | 6 | 6 | 6 |

In addition to the above handtools, the operator/contractor must provide a backpack pump can filled with water located with the tool box in a readily available area.

All shovels are to be size 0 or larger, long handled. All tools shall be sharp and ready for service. Fire extinguishers as follows:

For chainsaws - 8 oz. capacity by weight.
For vehicles - UL rating of at least 4 BC.

**4. ADDITIONAL WATER SUPPLY**

Contractor shall comply with ORS 477.615 during fire season when inside or within one-eighth of one mile of a state forest protection district and furnish additional water supply and equipment for use in fire suppression in conformity with the rules promulgated by the Oregon State Forester, when directed by the Oregon State Forester in writing. When required, all water supply and equipment components shall be maintained and ready for immediate use.

During fire season when operating a stationary internal combustion engine inside or within one eighth of one mile of a state forest protection district, Contractor shall comply with ORS 477.650 and provide a water supply, with equipment for its use in fire suppression for each engine, in conformity with the rules promulgated by the Oregon State Forester. All water supply and equipment components shall be maintained and ready for immediate use.

(End of Special Contract Requirements)

**SECTION I – CONTRACT CLAUSES**

The following clauses are incorporated by reference:

| Number | Date | Title |
|---|---|---|
| 52.212-4 | Mar-26 | Terms and Conditions—Commercial Products and Commercial Services |
| 52.203-17 | Nov-23 | Contractor Employee Whistleblower Rights |
| 52.203-19 | Jan-17 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements |
| 52.204-13 | Mar-26 | System for Award Management—Maintenance |
| 52.209-10 | Nov-15 | Prohibition on Contracting with Inverted Domestic Corporations |
| 52.219-6 | Jan-26 | Notice of Total Small Business Set-Aside |
| 52.222-3 | Jul-03 | Convict Labor |
| 52.222-19 | Mar-26 | Child Labor—Cooperation with Authorities and Remedies |
| 52.222-36 | Jun-20 | Equal Opportunity for Workers with Disabilities |
| 52.222-41 | Aug-18 | Service Contract Labor Standards |
| 52.222-42 | May-14 | Statement of Equivalent Rates for Federal Hires |
| 52.222-50 | Oct-25 | Combating Trafficking in Persons |
| 52.222-62 | Jan-22 | Paid Sick Leave Under Executive Order 13706 |
| 52.222-90 | Apr-26 | Addressing DEI Discrimination by Federal Contractors. |
| 52.223-23 | May-24 | Sustainable Products and Services |
| 52.226-8 | May-24 | Encouraging Contractor Policies to Ban Text Messaging While Driving |
| 52.232-33 | Oct-18 | Payment by Electronic Funds Transfer—System for Award Management |
| 52.232-40 | Mar-23 | Providing Accelerated Payments to Small Business Subcontractors |
| 52.232-9X | May-06 | Fast Payment Procedure |
| 52.233-3 | Aug-96 | Protest After Award |
| 52.233-4 | Oct-04 | Applicable Law for Breach of Contract Claim |
| 52.240-91 | Mar-26 | Security Prohibitions and Exclusions |
| 52.244-6 | Apr-26 | Subcontracts for Commercial Products and Commercial Services |

The following clauses are provided in full text:

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

https://acquisition.gov/

(End of Clause)

52.222-42 – STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

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

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

| Employee Class | Monetary Wage -- Fringe Benefits |
|---|---|
| Motor Vehicle Operator – WG 7 | $31.90 + benefits |

(End of Clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of Clause)

1452.201-70 AUTHORITIES AND DELEGATIONS (SEP 2011)

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

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

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

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

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

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

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

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

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the

Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

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

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

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

(End of clause)

1452.203-70 RESTRICTIONS ON ENDORSEMENTS—DEPARTMENT OF THE INTERIOR (JUL 1996)

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

(End of clause)

1510-52.211-70 BLM - VARIATION IN ESTIMATED QUANTITY (MAY 1987), 52.211-70 (DEVIATION)

If the quantity of the unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 20 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 120 percent or below 80 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgment of the Contracting Officer, is justified.

(End of clause)

(End of Section I)

**SECTION J – LIST OF ATTACHMENTS**

| Attachment No. | Title | Pages |
|---|---|---|
| 1 | Service Contract Act Wage Determination<br>*The latest wage determination shall be incorporated at the time of award.* | 13 |
| 2 | Map – Yellowbottom General Cleanup | 1 |
| 3 | Site Photos | 10 |

(End of Section J)

## SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1.0 SIGNATURE EXTENSION

If the Offeror is a partnership or a joint venture, all partners or joint venture representatives are required to sign as contractors. Signatures shall be provided below:

Name:_____ Name:_____

Title:_____ Title:_____

The following provisions are incorporated by reference:

| **Number** | **Date** | **Title** |
|---|---|---|
| 52.203-18 | Jan-27 | Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation |
| 52.225-20 | Aug-09 | Prohibition on Conducting Restricted Business Operations in Sudan-Certification |
| 52.225-25 | Jun-20 | Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications |
| 52.240-90 | Mar-26 | Security Prohibitions and Exclusions Representations and Certifications |

(End of Section K)

## SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS OR RESPONDENTS

L.1.0 GENERAL. This is a Request For Quotation (RFQ). An award notice will be posted on the Contract Opportunities website located at www.sam.gov upon award. The award notice will include the awardee's name and address and total award amount.

L.1.1 Electronic Response. The quotation shall be electronically submitted via email to tiffany_eslinger@ios.doi.gov.

L.1.2 Requests for Information. Questions regarding this solicitation must be submitted in writing to via e-mail to tiffany_eslinger@ios.doi.gov no later than 2:00 pm Pacific Time three (3) days prior to solicitation closing.

L.1.3 Quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

Contact the following to arrange a site visit: Tiffany Eslinger, tiffany_eslinger@ios.doi.gov.

L.2.0 QUOTATION INSTRUCTIONS. The quotation shall be submitted in two parts consisting of a (1) non-price and (2) price section.

L.2.1 FORMAT AND CONTENT OF NON-PRICE SECTION. The non-price section shall be organized by evaluation factor and sequenced in the below order. The respondent shall address the following factors in sufficient narrative and qualitative detail to be evaluated.

Evaluation Factors:

Evaluation Factor 1: Relevant Experience

(a) Respondent shall demonstrate their specialized experience by furnishing at least three (3) projects of similar scope and magnitude to this requirement that were completed as a Prime Contractor within five (5) years [six (6) years for construction] of the solicitation closing date. Experience information shall include:

- Customer/contracting agency
- Contract number
- Contract title with location
- Identify whether experience was as a Prime or Subcontractor
- Award date
- Initial award amount
- Award amount at contract completion
- Contract completion date
- Actual completion date
- Description of project
- Describe relevant experience and any unique conditions and/or challenges

(b) Local Market Knowledge. Respondent shall demonstrate their specialized experience with similar work in project location or locations that have similar conditions to those found in the local area. The local area is defined as [city/county, state or state]. The Respondent, through these projects, must demonstrate knowledge of local weather, transportation complexities, subcontracts and local market conditions.

L.2.2 FORMAT AND CONTENT OF PRICE SECTION

L.2.2.1 Submit the completed Standard Form 1449 and all acknowledged amendments, if any.

L.2.2.2 Evaluation Factor 2, Price. The Offeror shall remit a completed price schedule (Section B). The Respondent shall enter unit price and extended total for each item listed in Section B. The price shall include all necessary supervision, management, labor, transportation, equipment, materials, any other direct incidental costs, overhead and profit, unless the cost is identified as a separately priced contract line item.

L.2.2.3 The Respondent shall complete and submit all applicable Representations, Certifications and Other Statements of Offerors. In accordance with FAR 4.1201, representations and certifications shall be submitted to the System for Award Management (www.sam.gov) and updated at least annually to ensure they are kept current, accurate, and complete.

The following provisions are incorporated by reference:

| Number | Date | Title |
|---|---|---|
| 52.212-1 | Mar-26 | Instructions to Offerors—Commercial Products and Commercial Services |
| 52.204-7 | Mar-26 | System for Award Management—Registration. |

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed-price type of contract resulting from this solicitation.

(End of provision)

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

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

Federal Acquisition Regulation: https://acquisition.gov/
Department of the Interior Acquisition Regulation (CFR, Title 48, Chapter 14): https://acquisition.gov/diar

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

(End of Provision)

(End of Section L)

## SECTION M – EVALUATION FACTORS FOR AWARD

M.1.0 BASIS OF AWARD

This solicitation will result in the award of a Firm Fixed-Price Commercial Service Purchase Order in accordance with the provisions herein this section. Price shall be fair and reasonable.

The following provisions are provided in full text:

52.212-2 – EVALUATION – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2026)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

*(i) Relevant Experience*
*(ii) Price*

Relevant Experience and Price will be evaluated together to determine the best value for the Government.

(b) *Options (if applicable)*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) *Notice of award*. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

1510-52.213-70 – EVALUATION OF QUOTATIONS

Award will be made to the responsible firm whose quote is most advantageous to the Government, price and other factors considered. Other factors for this solicitation include past performance of the quoter. Past performance information may be based on the Government's knowledge of and previous experience with the quoter, or other reasonable basis.

(End of provision)

(End of Section M)