SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER	PAGE 1 OF
0044054669	32

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			140L4326Q0106	08/12/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Carrie Mahlmeister	5038086205	08/31/2026 1700 ED

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): 115310

SIZE STANDARD: $11.5

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

18a. PAYMENT WILL BE MADE BY CODE ____

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

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	ADMINISTERED BY: BLM OR STATE OFC PROC MGMT-OR952 1220 SW 3rd Avenue, 12th Floor PORTLAND OR 97204 US DELIVER TO: BLM-OR NORTHWEST OREGON (SIUSLAW) Continued... *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

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

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
		Matthew Duane	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SIUSLAW RESOURCE AREA 3106 Pierce Pkwy, Ste E Springfield OR 97477-7910 US WEW Herbicide Treatment Siuslaw Field Office Delivery: 01/01/2028 Period of Performance: 10/01/2026 to 01/01/2028				
00010	Herbicide Applications Product/Service Code: F006 Product/Service Description: NATURAL RESOURCES/CONSERVATION- LAND TREATMENT PRACTICES				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

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

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 Services Purchase Order for Broadcast Herbicide Treatment in the West Eugene Wetlands located in Eugene, OR.

Item no.	Item Description	Quantity	Unit of Measure	Unit Price	Total
0001	Glyphosate Broadcast Spray Treatment	64*	AC		$
0002	Glyphosate OR Triclopyr Spot Spray Treatment	90*	AC	$	$
	GRAND TOTAL –				**$**

* Estimated Quantity
AC = Acre

PERIOD OF PERFORMANCE: See Deliveries or Performance section.

(End of Supplies/Services and Prices/Costs)

(End of Section B)

SECTION C – STATEMENT OF WORK

1. TITLE – West Eugene Wetlands, 751 S Danebo Ave, Eugene OR 97402– Herbicide Applications

2. GENERAL –

The West Eugene Wetlands consists of heavily degraded prairie ecosystems located in the Willamette Valley. The West Eugene Wetlands exist in a semi-urban environment and therefore have some unique requirements surrounding habitat restoration. Herbicide application is necessary to achieve restoration and recovery goals set by the US Fish and Wildlife Service.

3. OBJECTIVE –

The objective of this effort is to reduce non-native and native invasive plants throughout the West Eugene Wetlands. Habitat types may include, but are not limited to, upland prairie, wet prairie, oak savanna, oak woodland, ash swale, emergent, and vernal pools. This will be accomplished as part of an integrated pest management plan, which includes the use of approved herbicides.

4. SPECIFIC TASKS –

The following tasks shall be performed with Government direction:
a. Apply herbicides via backpack sprayer or vehicle mounted sprayer
b. Apply herbicides via broadcast sprayer

Treatment type	Chemical	Acres
Broadcast	Glyphosate	64
Spot Spray	Glyphosate OR Triclopyr	90

Treatment acreages in the above table are estimates. Total acreage of treatments will depend upon a variety of factors including funding availability, phenology, weather, fire danger, and growth patterns.
All treatments will be coordinated with the COR at a minimum of one (1) week prior to starting the application of herbicide to allow for the posting of herbicide application notice signs by BLM and notification of adjacent landowners. The COR must approve all chemicals (including specific formulation and trade name), adjuvants, surfactants, additives, and application rates before the contractor may begin spraying. A general list of approved substances can be found in section 1 of Attachment 1, Pesticide Use Proposal (PUP) ORN000-24-001-P.

Contractor will be permitted to use an ATV/UTV to transport pre-mixed chemical solutions to the spray crew on approved routes. Clean OHVs to remove mud and plant material prior to off-road travel.

All requirements in the Pesticide label will be followed. The label is the law.

Contractor will use all PPE as required by the label. If the contractor is found to be using inadequate PPE by the COR, work will be paused until proper PPE can be located and utilized.

Contractor and BLM must follow all applicable Standard Operating Procedures and best management practices as outlined in Appendix E of Attachment 2, Record of Decision and Resource Management Plan, West Eugene Wetlands, April 2015, and Attachment B of Attachment 3, the WEW Integrated Herbicide use and Restoration Strategy 2024-2027 (DOI-BLM-ORWA-N030-2023-0015-DNA).

Herbicides, dyes, or adjuvants shall not be dumped on BLM or private lands during the implementation of this contract. While conducting herbicide treatments, the Contractor shall only clean backpack sprayers, hoses, or other equipment containing herbicide mixtures on BLM lands, not on private lands (other than Contractor's). Rinsate shall only be poured on **untreated** noxious weed patches where no non-target plants would be impacted. No equipment

shall be rinsed within 100 feet of a water body.

Any herbicide spills shall be cleaned up following the spill plan provided by the contractor. All herbicide spills shall be reported to the COR immediately.

At a minimum, Contractor shall:

a. Take immediate action to minimize spill contamination, pending the arrival of containment personnel and equipment.
b. Immediately plug leak at the source herbicide container.
c. Immediately confine spill to a holding area.
d. Secure available equipment and personnel to construct ponding areas to prevent the herbicide spill from reaching any waterways.
e. After taking emergency procedures for containment, begin clean-up and disposal operations.
f. Notify the necessary local, state and federal authorities - i.e. help can be received from:

Chemical Transportation Emergency Center (Chemtrec)
800-424-9300 - Emergencies only or
Oregon Emergency Response System (OERS) (800)452-0311
NWOD BLM Hazmat Coordinator: Rebecca Hile – (458)231-1533

5. REPORTING REQUIREMENTS –

a. Pesticide Activity Reports (PARs) will be completed and delivered to the COR within 24 hours of the application. Virtual or Physical copies are both acceptable.
b. A final report summarizing the work performed and any comments by the contractor shall be submitted to the COR at the end of the contract period of performance.

6. QUALIFICATION REQUIREMENTS –

All applicators must be fully licensed as required in the state of Oregon. The crew lead/supervisor must be able to communicate effectively with the COR or BLM representative. The crew lead/supervisor and all members of the crew must be able to accurately identify the target species.

Statement of Non-Personal Services

No personal services shall be performed under this task order. No Contractor employee shall be directly supervised by the Government. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer (CO) of this communication or action.

The Contractor shall not perform any inherently governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work.

The Contractor shall ensure that all of its employees working on this contract are informed of the substance of this article. Nothing in this article shall limit the Government's rights in any way under the other provisions of the contract, including those related to the Government’s right to inspect and accept the services to be performed under this contract. The substance of this article shall be included in all subcontracts at any tier.

7. PLACE AND PERIOD OF PERFORMANCE, WORK DAYS–

a. Place of Performance: Work will take place on BLM owned land in the West Eugene Wetlands.

b. Period of Performance: The period of performance will being once the contract is awarded and conclude on 1/01/2028.
c. Level of Effort: Work will require a mixture of technicians and supervisors.
d. Work Days: Work will generally be completed Monday through Friday, 6:00 AM to 6:00 PM. Exceptions may be made, with the approval of the COR, to take advantage of beneficial atmospheric conditions.

8. PREWORK MEETING –
A prework meeting will be held before the treatment window opens. The COR will provide the contractor with keys, maps, and physical PAR sheets. The maps will include zones marked for parking, chemical mixing, and disposal of rinsate. Digital PARs and georeferenced maps will be sent to the contractor electronically before the meeting.

9. SECURITY –

None required; the effort is unclassified.

10. CONTRACTING OFFICER REPRESENTATIVE (COR) –

The COR is responsible for monitoring the progress of this effort and completing all actions in COR appointment letter. All formal correspondence is sent to the COR of record for the SSP task. All treatments will be coordinated with the COR at a minimum of one (1) week prior to the starting the application of the herbicide to allow for the posting of herbicide application notice signs. The COR may work with a designated Project Inspector to communicate with the contractor and fulfill the non-administrative requirements of the contract as needed.

11. RELEVANCE

This work will support the BLM’s mission of conserving natural resources.

12. GOVERNMENT FURNISHED PROJECT MATERIALS & EQUIPMENT (GFE).

The government can supply water at the West Eugene Wetlands Project Office to refill spray tanks if necessary. All other equipment, supplies, and chemicals will be provided by the contractor.

(End of Section C)

SECTION F – DELIVERIES OR PERFORMANCE

F.1.0 PERIOD OF PERFORMANCE

The contract shall commence from 10/01/2026 – 01/01/2028.

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

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.

2. If partial payment is billed and the invoice states a lump sum, the invoice shall include an itemized breakdown and narrative progress summary of the work performed during this invoice period.

3. If final payment is billed, the last invoice shall state "FINAL".

4. Contractor's Release of Claims shall be submitted with the final invoice.

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:

SECURITY REQUIREMENTS: FACILITY ACCESS and INFORMATION TECHNOLOGY (August 2016)

(a) All Contractor employees must have an "Enter on Duty" (EOD) approval issued by the Bureau Personnel Security Office (PSO) before they begin performing work on any Bureau contract. The Contractor must ensure that all employees requesting an EOD are citizens of the United States of America, or an alien who has been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced by Immigration and Naturalization Service documentation and the employee must have resided in the United States for a minimum of 3 years. The EOD may be issued in advance of a completed Background Investigation and may be rescinded by the PSO at any time. However, all contractors who require network access are required to complete the identity proofing process, and must be able to obtain a successfully adjudicated National Criminal History Check (NCHC) and National Agency Check with Inquiries (NACI) or higher to stay on the contract.

(b) Starting Work - Contractor employees with an approved EOD may begin performing unsupervised work on Bureau contracts. To remain on the contract, the Contractor employees will need a completed favorable Background Investigation.

(c) Rescission of EOD - The PSO may rescind the EOD at any time. This may occur as the result of additional information obtained or the final results of the background investigation.

(d) Background Investigation - Contractor employees who will have unsupervised access to Bureau facilities, access to the Department of the Interior (DOI) information technology (IT) systems or DOI data, or will develop custom applications, must have a favorably adjudicated background investigation from the Office of Personnel Management (OPM). Existing clearances at the same or higher level are acceptable upon the PSO’s review and approval. If the employee does not already have a complete investigation, they must apply for one. The

employee may begin work with an EOD, but must receive a favorable background investigation to continue working on the contract. The background investigation includes obtaining fingerprints through a USAccess Credentialing Center for an FBI criminal history and a credit report. Once the investigation has been scheduled by OPM, the Bureau will receive advance reports. If those reports are favorable, the Bureau PSO will issue the EOD. The type of background investigation required is based on the risk/sensitivity level designation. Citizenship requirements and guidance for determining the appropriate type of background investigation required for the designated risk/sensitivity level are contained in DOI Departmental Manual (DM) Part 441. The DM is available on the Internet at http://elips.doi.gov/app_home/index.cfm?fuseaction=home.

(e) Electronic Questionnaire for Investigations Processing (e-QIP) – The Bureau uses the e-QIP for all background investigations or reinvestigations. To initiate an investigation, the Contractor, in collaboration with the COR, will complete an e-QIP Request Form. This request form is available through the COR. The COR will submit the completed request form to the Bureau PSO. The PSO will enter the information into e-QIP to either establish a new applicant profile or determine if an existing investigation that meets Bureau requirements is on file. The PSO will then contact the applicant to provide additional information and instructions. Generally, the Contractor is required to complete the following forms:

- e-QIP application (on-line)
- Fair Credit Release
- OF-306
- Fingerprints via USAccess Credentialing Centers

The Contractor shall complete the required background investigation forms and submit them to the PSO. The PSO shall determine if individuals meet the required background investigation standards and citizenship requirements, and then make a suitability determination. Minimum standards used in suitability determinations are contained in the DOI Departmental Manual Part 441. The Government will pay for any background investigations required for contractor employees. If the Contractor employee's background investigation is returned as unfavorable, the Government reserves the right to request reimbursement of the actual costs for the investigation from the Contractor.

(f) Reinvestigation - Contractor employees occupying high risk public trust positions must be reinvestigated every 5 years. A reinvestigation may be initiated prior to the normal periodic reinvestigation schedule when an individual's continued ability to meet the minimum background investigation standards is in question. The electronic fingerprints on file in the USAccess system will be electronically submitted to OPM for the reinvestigation. The PSO shall review the records and documentation and make the suitability determination.

(g) Disputes - In the event of a disagreement between the Contractor and the Government concerning the suitability of a particular employee to perform work under this contract, the Government has the right of final determination. Determinations under this requirement are subject to the Disputes Clause, FAR 52.233-1. Failure of the Contractor to comply with the requirements of this clause could constitute grounds for termination for default.

(h) Physical Security Requirements - DOI Access Cards.

(1) Contractor employees must have a DOI Access Card before being given unsupervised access to a Government facility.

(2) To gain unsupervised access to Government facilities, Contractor employees must present their DOI Access Card for examination by the security guard or electronically authenticate their DOI Access Card, as required. Contractor employees must keep their DOI Access Card in a shielded card holder, and visually display the card at all times while in the facility. Refusal or repeated neglect to display the DOI Access Card may result in limiting Contractor employee's access to Government facilities or revoking of authorized access.

(3) When a Contractor employee is no longer working under this award, the Contractor is responsible for returning all DOI Access Cards, keys, and other Government property issued to that employee. The Contactor shall coordinate all returns with the COR. The COR is responsible for ensuring the Contractor complies with these requirements. However, failure by the Contractor to comply with these requirements may result in the Contractor's liability for all costs associated with correcting any resultant breech in building security.

(i) Issuance & Maintenance - DOI Access Cards

(1) Process: To obtain a DOI Access Card the COR will use the online DOIAccess System to initiate the access request. Contractor employees will receive email notificat
ions to enroll at a USAccess Credentialing Center with two forms of identification, and after adjudication, a second email notification to pick up and activate their DOI Access Card. The Contractor employee shall schedule an enrollment appointment at a USAccess center at least two weeks prior to the targeted EOD.

(2) Contractor Responsibilities: Contractor employees must complete actions in a timely manner to prepare for on-boarding and access to DOI network resources. The Contractor shall allow their personnel sufficient time to schedule and attend an enrollment appointment at the USAccess center prior to the contract start date. If the Contractor employee's DOI Access Card becomes lost or stolen, the contractor employee shall notify the COR immediately to request a new DOI Access Card.

(3) COR Responsibilities: The COR (or designated individual) and Contractor shall maintain a listing of all Contractor employees who received a DOI Access Card, the date the card was issued, the date the electronic certificates expire (3 years from issue date), and the date the DOI Access Card expires (5 years from issue date). If the Contractor employee's DOI Access Card or certificates will expire before the contract is completed, the COR (or designated individual) and Contractor is responsible for ensuring that the Contractor employee visits a USAccess center to update certificates on the existing card or obtain a new DOI Access Card. No later than one week prior to the DOI Access Card's certificate or card expiration, the COR (or designated individual) shall notify the Contractor that DOI Access Card actions are required. The COR (or designated individual) and the Contractor shall update their listing to reflect the new issue date, certificate expiration date and card expiration date.

(j) Information Technology Security Requirements.

(1) *Training* – If contractor employees require access to any DOI/IT systems, the Contractor shall ensure its employees complete all Bureau/DOI required IT security training. The Contractor's employees shall complete this training before being granted access to Bureau/DOI data or being issued network access. The current training requirements are: (i) annual end-user IT Security Awareness, (ii) annual IT Resources Rules of Behavior, and (iii) annual Role-Based Security training for IT professionals. The Contractor shall comply with all Bureau/DOI IT security training requirements in effect during contract performance. The COR will notify the Contractor of all Bureau mandatory IT training. The Contractor shall submit training completion certificates to the COR for all required training. Failure to meet this training requirement may result in removal of the contractor employee from the contract. The Bureau will determine if the contractor can later return to the contract.

(2) *Access to Contractor's Facilities for IT audit purposes* - The Contractor shall afford Bureau and the Department of the Interior Office of Inspector General access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit that will safeguard against threats and hazards to the integrity, availability, and confidentiality of Government data or to the function of computer systems operated on behalf of the Government and to preserve evidence of computer crime. If the Contractor questions the Government employee's right to access its facilities, it should contact the CO for resolution.

(3) *Contractor Location* - Custom software development and outsourced operations shall be located in the United States to the maximum extent practical. If such services are proposed to be performed abroad, the Contractor shall provide an acceptable security plan that addresses the mitigation of problems related to communication, control, and protecting the confidentiality, integrity, and availability of IT systems and information.

(4) *Applicable Standards* - The Contractor shall follow all applicable Federal, DOI, and Bureau Bulletins, Directives, Guidelines, Manuals, Processing Standards, Memoranda, Policies and Standards; applicable OMB Memoranda; and all current National Institute of Standards & Technology (NIST) Special Publications. To comply with Federal Acquisition Regulation Subpart 39.101(d), contractors shall use the common security configurations available from the NIST website at http://checklists.nist.gov. NIST documents are available on the internet at http://csrc.nist.gov/publications/PubsSPs.html. OMB memoranda are available on the internet at http://www.whitehouse.gov/omb/memoranda/. The Contractor shall request copies of DOI and Bureau documents by contacting the COR.

(5) *Incident Reporting* - The Contractor shall immediately report computer security incidents affecting Bureau/DOI data and systems in accordance with the Bureau Computer Incident Response policy. The Contractor shall request copies of the Bureau Computer Incident Response policy by contacting the COR.

(6) *Assessment and Authorization (A&A) and Continuous Monitoring.*– The Contractor shall comply with Bureau policy when developing, upgrading, modifying or supporting applications and/or systems that require A&A and Continuous Monitoring. The Contractor shall request copies of Bureau A&A policy by contacting the COR. The A&A requirement does not apply when the Contractor's employees merely access data or have "read only" access.

(k) Documentation - The Contractor shall document all work performed and ensure that the appropriate Assessment and Authorization (A&A) documents are updated to reflect the work performed and the current state of

Bureau systems and networks. The Documentation requirement does not apply when the Contractor's employees merely access data or have "read only" access.

(l) Personnel Changes, Contractor Request - The Contractor shall immediately notify the COR and PSO when an employee is reassigned or leaves the Contractor's employment and prior to any termination. The Contractor must adhere to the Bureau or Office's mandatory exit clearance procedure. Once the COR has been notified that a Contractor employee is leaving the contract, the COR will initiate the exit clearance process in the DOIAccess System and forward to the Contractor the necessary instructions and form required to be completed prior to the contractor's employee's departure. This form must be completed by the Contractor's employee and signed by both the Contractor's employee and the COR and then forwarded to the bureau/office specific program responsible for employee, volunteer, and contractor departures.

(m) Personnel Removal, Government Request - The Government retains the right to direct the Contractor to remove any prime or subcontractor personnel, regardless of prior clearance or background investigation adjudication status, whose actions, while assigned to this contract, clearly conflict with the security interests of the Government. The justification for the Government's direction to remove Contractor personnel will be documented and provided to the Contractor by the CO.

(n) Subcontract Inclusion - The requirements of this clause must be incorporated into any subcontract if the subcontractor's employee must have access to Bureau facilities.

(End of clause)

INTERNET PROTOCOL version 6 (June 2012

Any system hardware, software, firmware and/or networked component (voice, video or data) developed, procured, or acquired in support and/or performance of this contract shall be capable of transmitting, receiving, processing, forwarding and storing digital information across system boundaries utilizing system packets that are formatted in accordance with commercial standards of Internet Protocol (IP) version 6 (IPv6) as set forth in the USGv6 Profile (NIST Special Publication 500-267) and corresponding declarations of conformance defined in the USGv6 Test Program. In addition, this system shall maintain interoperability with IPv4 systems and provide at least the same level of performance and reliability capabilities of IPv4 products.

1. Specifically, any new IP product or system developed, acquired, or produced must:
    a. Interoperate with both IPv6 and IPv4 systems and products, and
    b. Have available contractor/vendor IPv6 technical support for development and implementation and fielded product management.
2. As IPv6 evolves, the Contractor commits to upgrading or providing an appropriate migration path for each item developed, delivered or utilized at no additional cost to the Government. The Contractor shall retrofit all non-IPv6 capable equipment, as defined above, that is fielded under this contract with IPv6 capable equipment, at no additional cost to the Government.
3. The contractor shall provide technical support for both IPv4 and IPv6.
4. Any system or software must be able to operate on networks supporting IPv4, IPv6 or one that supports both.
5. Any product whose non-compliance is discovered and made known to the Contractor within one year after acceptance shall be upgraded, modified or replaced to bring it into compliance at no additional cost to the Government.

(End of clause)

1510-52.222-70 MIGRANT SEASONAL AGRICULTURAL WORKERS PROTECTION ACT REGISTRATION MAINTENANCE

(a) As set forth in Title 29, Part 500 of the Code of Federal Regulations, Migrant and Seasonal Agricultural Worker Protection, the Contractor shall maintain all necessary U.S. Department of Labor registrations during the performance period of this contract. Failure to maintain a valid registration is grounds for termination of this contract.

(b) In compliance with the Migrant and Seasonal Agricultural Worker Protection Act, the Contractor shall provide the following to meet minimum safety and health standards for housing employees when camping on Federal lands:

(1) A shelter to provide protection from the elements. Where heat adequate for weather conditions is not provided, other arrangements should be made to protect the workers from the cold.

(2) Sanitary facilities for storing food. Ice chests or coolers, with ice supply made from potable water replenished as necessary, to meet the requirement for storage of perishable food items.

(3) An adequate and convenient potable water supply, approved by the appropriate health authority, in each camp for drinking and cooking purposes. As an alternative, commercial bottled water may be used.

(4) Toilet and hand washing facilities adequate for the capacity of the camp, at not less than a 1:15 ratio, supplied with adequate toilet paper. Such facilities shall be maintained in a sanitary condition.

(5) Fly-tight, rodent-tight, impervious, cleanable or single service containers to be used for the storage of garbage. Such containers shall be kept clean and emptied when full.

(6) Basic first aid supplies under the charge of a person trained to administer first aid.

(7) A laundry tray or tub for every 30 workers, or transportation, at least weekly, to a commercial laundromat for all workers.

(End of clause)

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
52.204-9	Jan-11	Personal Identity Verification of Contractor Personnel
52.204-13	Mar-26	System for Award Management—Maintenance
52.209-6	Jan-25	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
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
52.222-40	Dec-10	Notification of Employee Rights Under the National Labor Relations Act
52.222-41	Aug-18	Service Contract Labor Standards
52.222-42	May-14	Statement of Equivalent Rates for Federal Hires
52.222-43	Aug-18	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts)
52.222-44	May-14	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment
52.222-50	Oct-25	Combating Trafficking in Persons
52.222-51	May-14	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements
52.222-53	May-14	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements
52.222-62	Jan-22	Paid Sick Leave Under Executive Order 13706

52.222-90	Apr-26	Addressing DEI Discrimination by Federal Contractors.
52.225-1	Oct-22	Buy American-Supplies
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
52.233-3	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:

52.222-42 – 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

(End of Clause)

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)

52.252-6 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)

(End of Section I)

SECTION J – LIST OF ATTACHMENTS

Attachment No.	Title	Pages
1	Service Contract Act Wage Determination *The latest wage determination shall be incorporated at the time of award.*	_7__

(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

The following provisions are provided in full text:

FAR 52.222-48 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT-CERTIFICATION. (MAY 2014)

(a) The offeror must check the following certification:

Certification

The offeror □ does □ does not certify that-

(1) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operatFAions;

(2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror; and

(3) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract are the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1002-1(e)(3) that the Service Contract Labor Standards statute-

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, in this solicitation will not be included in any resultant contract awarded to this offeror, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision-

(1) The clause in this solicitation at 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, will not be included in any resultant contract awarded to this offeror; and

(2) The offeror must notify the Contracting Officer as soon as possible, if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(End of provision)

52.222-52 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES-CERTIFICATION. MAY 2014

(a) The offeror must check the following certification:

Certification

The offeror □ does □ does not certify that-

(1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1002-1(f)(3) that the Service Contract Labor Standards statute-

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision-

(1) The clause of this solicitation at 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements, will not be included in any resultant contract to this offeror; and

(2) The offeror must notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(End of provision)

52.225-2 BUY AMERICAN CERTIFICATE (Oct 2022)

(a)(1) The Offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c) of this provision contains a critical component.
(2) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

(3) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(4) The terms “commercially available off-the-shelf (COTS) item,” “critical component,” "domestic end product," "end product," and "foreign end product" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(b) Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(b)[List as necessary]

(c) Domestic end products containing a critical component:

Line Item No. ___

[List as necessary]

(d) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

(End of provision)

1510-52.222-71 MIGRANT SEASONAL AGRICULTURAL WORKERS PROTECTION ACT REGISTRATION NUMBER

If applicable, a valid U.S. Department of Labor Registration number must be supplied within five (5) days after date of award. Failure to provide such number is grounds for contract termination.

Application for numbers should be made on Form WH-510, Application for a Farm Labor Contractor Certificate of Registration, which should be available at your State Employment Service Offices or your nearest U.S. Department of Labor Office. Further information may be obtained from:

U.S. Department of Labor
Wage and Hour Division
71 Stevenson Street, Suite 930
San Francisco, CA 94105
Telephone: (415) 975-4520
Registration Number: _____
(Migrant Seasonal Agricultural Workers Protection Act)

(End of provision)

(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 BLM_OR_WA_Solicitations@ios.doi.gov.

L.1.2 Requests for Information. Questions regarding this solicitation must be submitted in writing to via e-mail to BLM_OR_WA_Solicitations@ios.doi.gov and carrie_mahlmeister@ios.doi.gov two days prior to solicitation close.

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
Evaluation factor 2, Technical Approach

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 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.

FACTOR 2: Technical Approach:

(a) Technical Approach. Respondent shall describe a realistic plan, to include the means (labor, equipment, and materials) and methods (plan of work), and logical sequencing of activities (including interdependencies of activities) necessary to successfully complete the work within the required performance period. The plan shall list the specific equipment availability, crew(s) (size and

composition) proposed to work concurrently, any other available resources, and daily production rate required.

(b) Schedule and Resource Management. Respondent shall submit a schedule identifying the milestones and critical path to successfully completing this work in addition to a list of available equipment and crew(s) (to include the size and composition of the crew) that will be used to perform this work. Respondent shall also address how it intends to meet the contract completion date if there are project delays.

(c) Quality and Safety Management. Respondent shall provide a narrative on the methods it intends for providing the contractor quality control and safety management required on this contract. The narrative shall include how the Respondent will manage decision making on quality issues when there are schedule and/or cost impacts to those decisions, manage subcontractor quality control (if subcontracting is contemplated), identify safety goals, identify any potential high risks on this project and how you intend to mitigate the potential risks, and proposed staffing for quality control personnel and safety manager.

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 3., 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:

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. Technical Approach

iii. Price

(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)