

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE 1 OF 7 PAGES	
2. AMENDMENT/MODIFICATION NUMBER 0001		3. EFFECTIVE DATE 02/07/2023		4. REQUISITION/PURCHASE REQUISITION NUMBER		5. PROJECT NUMBER (If applicable)	
6. ISSUED BY USACE Portland District 333 SW 1st Ave Portland, OR 97204		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)				<input checked="" type="checkbox"/> (X)		9A. AMENDMENT OF SOLICITATION NUMBER	
				<input checked="" type="checkbox"/> (X)		W9127N23Q0019	
				<input type="checkbox"/>		9B. DATED (SEE ITEM 11) 01/26/2023	
				<input type="checkbox"/>		10A. MODIFICATION OF CONTRACT/ORDER NUMBER	
CODE		FACILITY CODE		10B. DATED (SEE ITEM 13)			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended.							
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.							
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.						
<input type="checkbox"/>							
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) This amendment is to remove drone aircraft from the performance work statement. The usage of drone aircraft will not be permitted. All other terms and conditions remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

PERFORMANCE WORK STATEMENT

Falconry Based Avian Abatement The Dalles Lock and Dam

1.0 GENERAL STATEMENT

The U.S. Army Corps of Engineers, Portland District (Corps) requires one or more falconers and suitable large predatory birds to deter fish eating birds from roosting or feeding. Falcons will be employed around structures and shorelines within the avian count zones at The Dalles Lock and Dam. Term of service will be 60 man-days with 10 hours per day of active avian abatement or other animal control duties. Animal control duties are performed within the same 60 man-day requirement. Additional access to project lands from February to August may be allowed for familiarization of the work site. Working days may not be contiguous. March 2023 through July 2023 will be the preferred time frame of work.

2.0 DEFINITIONS

Throughout this PWS terms are defined as follows:

Acceptable Quality Level (AQL): Acceptable Quality Level equals the performance standards listed in Section 6.0. The Contractor must re-perform all unsatisfactory work unless excused by the COR.

Contracting Officer (KO): The Government employee who is authorized to enter into, administer, and/or terminate contracts and make related determinations and findings.

Contracting Officers Representative (COR): An individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the Contracting Officer to perform specific technical or administrative functions. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

Contract Discrepancy Report (CDR): A written record of unsatisfactory performance by the Contractor as observed by the COR.

Count Zone SouthWest 4 (SW4): Count Zone SouthWest 4 (SW4) is bounded by the Route 197 Bridge on the east, the Oregon state shoreline on the south, the Washington state shoreline on the north, and a green channel marker on the west boundary of the Columbia River.

Man-days: Defined as the combined falconry abatement service hours plus the animal control service hours adding up to 10 hours per day. For example, if falconry abatement service is performed for 5 hours and animal control service is performed for 5 hours the equivalent is 1 man-day.

Performance Requirements Summary (PRS): Identifies critical success factors for the contract. It identifies both the performance objectives for those factors and the performance threshold required for each performance objective. The Government reserves the right to survey all services called for in the contract to determine whether or not the performance objectives and goals were met.

Quality Assurance (QA): The Government procedures to verify that Contractor services were performed according to acceptable standards.

Quality Assurance Surveillance Plan (QASP): A systematic method to evaluate the services the Contractor is required to furnish in accordance with the PWS and PRS.

Quality Control (QC): A method implemented by the Contractor to control the quality of goods and services provided.

Quality Control Inspector (QCI): A Contractor's employee responsible for monitoring and addressing issues with the quality of goods and services provided.

Quality Control Plan (QCP): A plan developed by the Contractor which includes quality control actions necessary to meet the quality standards set forth by the contract. The plan should be in compliance with the PWS. Once approved by the COR, the plan becomes a part of the QASP.

3.0 GOVERNMENT WILL FURNISH

USACE will provide secure physical location to build temporary housing facility for the birds and staging area to store equipment. A visitor pass will be provided for contractor staff to move about the project. No powerhouse access is needed. USACE will provide access to water and waste disposal for the contractor during established work hours. USACE will not be liable for any loss or damage to falcons or contractor equipment. Access into the boat restricted zone (downstream of the Route 197 Bridge) via watercraft to retrieve falcons will not be allowed.

4.0 CONTRACTOR SHALL FURNISH

The Contractor shall provide all labor, equipment, and materials necessary to perform required services under this contract and comply with all local, state, and federal regulations through the duration of this contract. The Contractor shall furnish all "standard-to-the-industry" equipment, materials, and supplies necessary to perform the work.

- 4.1 Contractor shall provide boat operators and appropriate safety gear to operate in all waters. Access to waterways is available via public boat ramps at The Dalles Marina and travel through waterways east up to USACE property on the downstream guide wall.

5.0 PROFESSIONAL SERVICES TO BE PROVIDED

The Contractor shall provide all personnel, equipment, tools, materials, supervision, and other items necessary to complete the following tasks. Associated deliverables and schedule are in **Section 6.0**.

- 5.1 Task 1: Work Plan. Within **seven (7) calendar days** of contract award, the Contractor shall develop a Work Plan that includes, but is not limited to, the following:
 - a. Matrix of all Contractor and subcontractor personnel working on this project, their roles and responsibilities, including all review personnel.
 - b. Contract objectives and a plan on how to meet those objectives. The contractor may use whistles, lures, baits, perches, and starter pistol, to train and control falconry birds. The contractor may use boats in Count Zone SW4 (boundaries defined in Section 2.0) to enhance falconry abatement access. The contractor may use remote-controlled boats to provide gull and pelican deterrent and to recover birds from the river during lethal take. No tasks shall be performed in boat restricted zones. All activities will comply with existing project policy, safety practices and regulations.
 - c. Contract schedule including major milestones. The contractor shall work with project fisheries staff and USDA APHIS hazing contractors to determine most effective schedule. This may be early morning or evening hours and on alternating days to maximize effectiveness of avian deterrence.
- 5.2 Task 2: Falconry Services. The service will include falconry bird abatement during daylight hours to reduce double crested cormorant and gull numbers. Work will focus on avian fish predators in The Dalles dam forebay and spillway tailrace. The Dalles fisheries staff and USDA staff will be performing daily bird counts in zones according to standard methods. USACE will allow access as needed, to project facilities to recover falconry birds and property of contractor. The contractor shall comply with state and local wildlife regulations.

- a. A summary of data collected by contractor will be provided to project fisheries staff at completion of the contract. Contractor will remove all materials brought onto the project to provide when the contract period is complete. Project fisheries staff will be responsible manage contractor activities on site and a POC will be available to assist with daily operations.

6.0 SCHEDULE & PERFORMANCE REQUIREMENTS STANDARDS

EVENT	CALENDAR DAYS AFTER RECEIPT OF NTP
Contract Award	0
Task 1. Work Plan	Award + 7
Task 2. Falconry Services	

- 6.1 To ensure that the Government receives the services for which it contracted, the Government will only pay for services received. The Performance Requirements Summary (PRS) determines if the Contractor meets the performance standards of the contract, as well as provides guidelines for how and when surveillance will be performed. It ensures timeliness, effectiveness and that the Contractor is delivering the results specified in the contract. Government contract quality assurance will be performed per the PRS surveillance schedule.
- 6.2 Performance Requirements Summary Table. These are the criteria against which the performance will be evaluated. Work shall be considered not to have been performed when any one of the following conditions exists in accordance with the Quality Assurance Surveillance Plan (QASP).

PERFORMANCE REQUIREMENTS SUMMARY				
Required Services (Tasks)	Performance Standards	Acceptable Quality Levels	Surveillance	Validated Complaints
Work Plan (Task 5.1)	Contractor submits work plan as detailed in Section 5.1 within seven (7) days of award.	Government in receipt of work plan.	Government Review	1 per contract
Daily graphic record of falconry flights.	Contractor performs daily tracking of abatement flights with gps.	Government in receipt of completed daily graphic files (following each week).		

- 6.3 Surveillance. 100% inspections by the COR will serve as the surveillance methods. If the COR discovers deficiencies and/or receives complaints, the COR will alert them to the Contractor for correction.
- 6.4 Unacceptable Performance. When performance is determined unacceptable, as defined in the Performance Requirements Summary, the COR will inform the Contractor that performance is unacceptable and provide written documentation by use of the Form DD 2772, Contract Discrepancy Report. By initialing and dating the form, the Contractor is only acknowledging notification of unacceptable performance. Disputes in surveillance should be referred to the Contracting Officer.

The COR will notify the Contracting Officer of unacceptable performance. If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defect(s) in services cannot be corrected by re-performance, the Government may:

- a. Require the Contractor to take necessary action to ensure future performance conforms to contract requirements.
 - b. Reduce the contract price to reflect the reduced value of the services performed.
 - c. If the Contractor fails to promptly re-perform the services, or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may:
 - i. By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service;
 - ii. Issue Cure Notice;
 - iii. Terminate the contract for Government convenience; and / or
 - iv. Terminate the contract for Cause.
- 6.5 Correction of Non-Performance of Work. Contractor shall employ an adequate quantity of personnel to ensure that any area found to be not in compliance and therefore not acceptable, shall be made acceptable by the performance or re-performance of the work, where such re-performance is possible, during the first business day after noncompliance has been observed by or reported to and verified by the COR.
- 6.6 Damages Caused by the Contractor. Contractor shall be held accountable and liable to the Government for any damages to government facilities, fixtures, furnishings, equipment, or grounds caused by the Contractors or their employees.
- 6.7 Interference with Government Operations. Contractor and their employees shall perform all work in such a way as to not interfere with regularly scheduled Government operational activities.

7.0 SECURITY, SAFETY & ENVIRONMENTAL REQUIREMENTS

- 7.1 AT Level I Training. All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities, controlled access areas, or require network access, shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. Upon request, the contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer (if a COR is not assigned), within 5 calendar days after completion of training by all employees and subcontractor personnel. AT Level I awareness training is available at the following website: <https://jko.jten.mil/courses/at1/launch.html>; or it can be provided by the RA ATO in presentation form which will be documented via memorandum
- 7.2 Access and General Protection/Security Policy and Procedures. All Contractor and all associated Subcontractor employees shall comply with applicable installation, facility, and area commander installation/facility access and local security policies and procedures (to be provided by a Government representative). The Contractor shall also provide all information required for background checks to meet installation/facility access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services, or Security Office. Contractor workforce must comply with all personal identity verification requirements as directed by DoD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any installation or facility change, the Government may require changes in Contractor security matters or processes.
- a. All contract employees, including Subcontractor employees who are not in possession of the appropriate security clearance or access privileges, will be escorted in areas where they may be exposed to classified and/or sensitive materials and/or sensitive or restricted areas.
- 7.3 Safety Regulations and Guidelines. The Contractor shall comply with EM 385-1-1 (Safety and

Health Requirements), including interim changes, in effect on the date of solicitation. EM 385-1-1 and its changes are available at <http://www.usace.armymil/CESO/Pages/Home.aspx>. EM 385-1-1 states, "Contractors shall comply with the latest version of EM 385-1-1 (including interim changes) that are in effect on the date of solicitation."

- 7.4 Travel. The Contractor shall be responsible to provide transportation necessary for Contractor employees to perform all tasks outlined in this Performance Work Statement.
- 7.5 Codes and Standards. Work under this purchase order shall comply with the latest codes, standards, and regulations applicable to the work requested including Corps Engineering Regulations and Manuals, and Industry.
- 7.6 Workflow Management. The Contractor shall provide product management and coordination for work tasks during production of the report. The Contractor shall assign a project manager (PM) to act as a primary point of contact (POC). The PM shall be responsible for the coordination of work developed under this Contract. The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under this contract and will select individuals who will be able to perform the obligations under the contract. Changes to personnel assigned to this contract shall not occur without prior notification to the COR, in writing (email correspondence is acceptable). Replacement of personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance obligations under the contract.

8.0 GENERAL

- 8.1 Contract Changes. Only the Contracting Officer can only authorize changes in scope, time, or deliverables. The Contractor shall notify the Contracting Officer immediately if they have received direction to perform work outside the scope of the contract. Changes in scope will be negotiated and a written modification issued, before proceeding with the work.
- 8.2 Points of Contact.
Invoicing POC: Heather Pyles, (541) 506-8532, heather.l.pyles@usace.army.mil
USACE Finance Center: CEFC-G2invoices@usace.army.mil
- 8.3 Invoice Submittals. The Contractor shall prepare invoice(s) in accordance with FAR clause 52.212-4(g) and submit them electronically via email to the Invoice POC above, PM, and the USACE Finance Center: CEFC-G2invoices@usace.army.mil.

Please ensure the firm's name and address shown on the invoice mirror's the information in the System for Award Management (SAM) located at <https://sam.gov/>. In addition, ensure the invoice has a period of performance (e.g., 2 Jan 18 to 06 Jun 18). Ensure that the period of performance does not fall after the date the invoice is signed. The project manager shall sign all invoices. Any errors identified on the invoice will be cause for rejection. The Invoices POC can assist with the preparation of your invoice. For Invoice receipt verification or for a vendor's Payment problem, the vendor may contact the USACE Finance Center at Phone Number (901) 873-9077.

- 8.4 Final Invoice. The Contractor shall mark the last invoice as "Final."
- 8.5 Release of Information. Reports and information generated under this contract become the property of the Government and distribution by the Contractor to any source, at any time, without the written consent of the Contracting Officer is prohibited.
- 8.6 Additional Services. The Contractor shall not perform any services under this purchase order that are considered by the Contractor to be a change in work or services required by this agreement without the written approval of the Contracting Officer.

- 8.7 Use of Information. The information developed, gathered, assembled, and reproduced by the Contractor or its Subcontractors, or their associates, in fulfillment of the purchase order requirements as defined in or related to this performance work statement, will become the complete property of the Government. Therefore, the Contractor shall not use the information for any purposes at any time without the written consent of the Contracting Officer.
- 8.8 Walsh-Healey Public Contracts Act or the McNamara-O'Hara Service Contract Act (SCA). Every employer performing work covered by the Walsh-Healey Public Contracts Act or the McNamara-O'Hara Service Contract Act (SCA) is required to post a notice of the compensation required (including, for service contracts, any applicable wage determination) in a prominent and accessible location at the worksite where it may be seen by all employees performing on the contract. A copy of the poster is available in two versions at the following DOL website: <http://www.dol.gov/whd/regs/compliance/posters/sca.htm>. The rest of the content is subjective to each location's needs.
- 8.9 Work Scheduling. The Contractor is not required to perform services on the following recognized federal holidays: New Year's Day, Birthday of Martin Luther King, Jr., Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.
- 8.10 COVID-19. The Contractor is required to follow all applicable federal, state, and tribal COVID-19 policy and guidance when attending meetings at federal, state, or tribal facilities.

9.0 FORMS.

Contractor Discrepancy Form: <http://www.esd.whs.mil/Portals/54/Documents/DD/forms/dd/dd2772.pdf>