SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 1240LT26Q0082	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) INVITATION FOR BID ☐ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 06/26/2026	PAGE 1 OF PAGES 40

IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 1170577	6. PROJECT NO.

7. ISSUED BY CODE 40LT

USDA-FS CSA INTERMOUNTAIN 8
324 25TH ST
OGDEN UT 84401-2310

8. ADDRESS OFFER TO

Judith Martin
Email quotes to PPS.proposals@usda.gov

9. FOR INFORMATION CALL	a. NAME JUDITH MARTIN	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)* 208-346-1875

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date)*

GAOA Red Canyon Corridor Paving, Ashley National Forest.

All Contractors must be registered in the System for Award Management (www.SAM.gov) at time of submission of a quote. Contractors are responsible for following all submission instructions and to ensure delivery of all required documents by the date and time set for receipt of quotes or any Amendment that extends the receipt date.

- Proposal Evaluation and Basis for Contract Award: Starts on Page 31
- Quotation/Proposal Submittal Requirement: Starts on Page 34
- Bid Guarantee (FAR 52.228-1): 20% required if quote is in excess of $150,000.
- Price Range: Between $1,000,000 and $5,000,000
- NAICS: 237310. The small business size standard is $45 Million

KEY DATES

- Organized Site Visit: See Page 33
- Questions: See Page 36
- Date, Time and Place Quotes are Due: See Page 33

11. The Contractor shall begin performance within 10 calendar days and complete it within 120 calendar days after receiving ☐ award, ☒ notice to proceed. The performance period is ☒ mandatory ☐ negotiable. (See Technical Data.)

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? ☒ YES ☐ NO
(If "YES", indicate within how many calendar days after award in Item 12b.)

12b. CALENDAR DAYS 10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 1700 *(hour)* local time 07/24/2026 *(date)*. If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee ☒ is, ☐ is not required.

c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

d. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected .

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*

15. TELEPHONE NO. *(Include area code)*

16. REMITTANCE ADDRESS *(Include only if different than item 14.)*

CODE FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in item 13d. Failure to insert any number means the offeror accepts the minimum in item 13d.)*

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT

☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 3304(a) ( )

26. ADMINISTERED BY CODE 40LT

USDA-FS CSA INTERMOUNTAIN 8
324 25TH ST
OGDEN UT 84401-2310

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return* 1 *copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations,certifications, and specifications incorporated by reference in or attached to this contract.*

☐ 29. AWARD *(Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.*

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31a. NAME OF CONTRACTING OFFICER *(Type or print)*

KELLIE J. SHAW

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 12/14/2026 Delivery Location Code: 84A1 USDA FOREST SERVICE PO BOX 279 MANILA UT 84046 MANILA UT 84046 US Period of Performance: 08/17/2026 to 12/14/2026				
0001	Base Bid Red Canyon Road Paving, Ashley National Forest. See Schedule of Items. Product/Service Code: Z1LB Product/Service Description: MAINTENANCE OF HIGHWAYS/ROADS/STREETS/BRIDGES/RAILWAYS				
0002	Option Item Red Canyon Road (Greens Lake Campground reconstruction), Ashley National Forest. See the Schedule of Items.				

Attachment 1 - Solicitation Terms and Conditions

(GAOA) Red Canyon Corridor Paving
Flaming Gorge Ranger District
Ashley National Forest
Daggett County, Utah

STATEMENT OF REQUIREMENT

(a) The Ashley National Forest (ANF) Red Canyon Corridor Paving project is part of the ongoing Great American Outdoors Act (GAOA) program. As a part of the program, the project will focus on re-paving key roads along the Red Canyon Corridor.

(b) The work includes the following Base Item work on Forest Road (FR) 095 Red Canyon plus Optional Items for the Greens Lake Campground Reconstruction. Quantities are included in the Schedule of Items.

a. Mobilization
b. Construction Staking
c. Full depth reclamation of existing asphalt
d. 3" asphalt pavement
e. 6" aggregate base replacement on designated section of FR 095
f. Asphalt pathway construction
g. Line striping for parking areas
h. Installation of box culvert
i. Sign installation
j. Dumpster pad installation
k. Demo of existing campground spurs
l. New asphalt construction of new campground spurs
m. Furnish/install culverts
n. Removal of existing culverts
o. Installation of traffic stops for new campground spurs
p. Temporary traffic control

(c) This project is anticipated to have one mobilization; however, this is weather dependent and re-mobilization may be required in the spring.

(d) The intent of the contract is to provide for the complete construction of the project described in the contract. Unless otherwise provided, the contractor is to furnish all labor, materials, equipment, tools, transportation, and supplies and perform all work required to complete the project in reasonably close conformity with the drawings and specifications, and in accordance with the provisions of the contract. Payment for contract work will be made only for and under those pay items included in the Schedule of Items. All other work and materials will be considered as incidental to and included in the payment for the items shown in the Schedule.

SCHEDULE OF ITEMS/PRICE SCHEDULE

Prices on the Schedule shall reflect Contractor's full cost for materials, labor, supervision, overhead costs, and incidental items.

See Attachment 2 – SOI Red Canyon Corridor Paving. Contractors must submit pricing for **ALL** line items listed in Attachment 2 - Schedule of Items. The completed Attachment 2 must be included in the Contractor's Price Quote.

Definitization of Equitable Adjustments for Change Orders
Pursuant to FAR 36.101-4(b), information regarding USDA's definitization of equitable adjustments for change orders under construction contracts may be found at Contracting with USDA | USDA. USDA's procedures that apply to the definitization of equitable adjustments for change orders under construction contracts may be found in AGAR 443.304-70.

TECHNICAL DATA

(a) Attachments

See separate attached documents. The following attachments are a part of this solicitation and any resulting contract.

Attachment No	Description	Page(s)
2	Schedule of Items (SOI) Red Canyon Corridor Paving	1
3	FP24 Forest Service Supplemental Specifications (FSSS)	17
4	CSI Specification Section - 221100 Water Distribution Systems	3
5	CSI Specification Section – 312000 Earthwork	11
6	Plans/Drawings	36
7	DBA WD UT20260103, Daggett County, 05/18/26	4

(b) Specifications

The Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-24, U.S. Customary Units (FHWA-FLH-24-002) are included by reference. The requirements contained in these specifications are hereby made a part of this solicitation and any resultant contract. Supplemental Project Specifications (FSSS) amend or supplement the standard specifications. The Supplemental Project Specifications are included as a separate attached document and are a part of this solicitation and any resulting contract.

FP-24 PDF Link - https://highways.dot.gov/federal-lands/specs/fp-24

CSI Specification applies to Subitem 0001AX only as referenced in the Schedule of Items

The CSI Specification Section 221100 Water Distribution System and 312000 Earthwork are included as a supplemental document as indicated in (a) Attachments. All line items on Schedule of Items will further be detailed in the "Description of Work" section in all respective specifications.

NOTE: Contractors are cautioned to carefully review these Project Specifications prior to submission of quotes. All specifications contained in Attachments are binding on the parties signing the contract.

(c) Start Work

It is estimated that work will begin on **August 17, 2026.**

Construction on Forest Road 095 may start in the summer of 2026. Campground reconstruction work in 2026 cannot start before September 15th due to existing campground reservations. There are no restrictions for campground work in the summer of 2027.

(d) Commencement, Prosecution, and Completion of Work

The Contractor shall be required to (a) commence work under this contract within **10 calendar days** after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **120 Calendar Days from the start date on the Notice to Proceed.** The time stated for completion shall include final cleanup of the premises.

(e) Project Location

The Ashley National Forest Red Canyon Corridor Paving project is located on the Flaming Gorge Ranger District of the Ashley National Forest, in Daggett County, UT. The project may be reached from the following directions: From the city of Vernal, UT, head north on US-191 for 33 miles, then continue straight onto US-44 N. In 3.4 miles, turn right onto NFSR 095/Red Canyon Road. From the City of Manila, UT, head south on UT-44 for 24.5 miles, then turn left onto NFSR 095/Red Canyon Road.

(f) Work Camps, Staging, and Storage Areas

Areas for staging operations and storage of materials shall be approved by the CO. The Contractor must request in writing for approval from the CO to stage trailers (work or housing) on site. Camping may be permitted near the site, but request must be made to the CO if stay will exceed the 14 day limit.

(g) Site Information and Limitations

The following site conditions are considered incidental to the contract and the contractor will not be paid directly for any of the following items:

(1) Utilities are not available at the site for construction purposes.

(2) No fuel storage on site is permitted. Fuel trucks must be equipped with spill containment kits and portable berms that meet all state and federal regulations. A spill containment plan must be submitted and approved prior to construction.

(3) All construction equipment shall be pressure-washed before entering the Site in compliance with the specifications. The removal of mud and debris from treads, tracks, and undercarriage, with emphasis on axles, frame, cross-members, motor mounts, and underneath steps, running boards, and front bumper/brush guard assemblies will be required. The purpose is to reduce or eliminate the transportation of noxious weeds, which is required by Federal and State regulations. The contractor shall notify the Contracting Officer 48 hours in advance of mobilizing equipment to the site to arrange an inspection and meet the requirements of **FSSS 171 Weed Prevention.**

(4) All culvert replacements shall be completed without extended closures. Scheduled delays of approximately 3 hours will be allowed. This may not occur on any weekends or holidays. Contractor shall coordinate this schedule with the CO and COR at least 21 days prior to properly inform the public.

(5) The contractor will be able to utilize the Forest Service Roads; however, the Contractor will be responsible for any damage to the roads due to construction activities. The contractor shall be responsible for obtaining written permission to use all other roads and staging areas.

(h) Traffic Control and Construction Signing

No work that endangers, interferes, or conflicts with traffic or access to work sites shall be performed until a plan for satisfactory warning and handling of traffic has been submitted by the contractor and approved by the COR. Construction signing for traffic control shall conform to the Manual of Uniform Traffic Control Devices (MUTCD). All traffic control signs will be placed in areas adequate for a truck pulling a fifth wheel trailer to be turned around.

(i) Inspection of Worksite

The contractor acknowledges they have taken the necessary steps to ascertain the nature and location of work and have investigated and satisfied themselves as to the general and local conditions, including unclassified material for excavation, that can

affect the work or its cost. Any failure of the contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from the responsibility of estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expenses to the government.

(j) Special Contract Requirements

Prior to commencement of work, the Contracting Officer will arrange a meeting with the Contractor to discuss the contract terms and work performance requirements.

(k) Packing and Marking

All shipments of materials, equipment and/or supplies shall be addressed to the Contractor and not to the Government.

(l) Project Labeling for Official Correspondence

The Government singularly identifies each project with a contract number at time of award. The contract number is a unique identifier to purposely and permanently represent an awarded project. The Government issued contract number is to be referenced in all official communication starting upon notice of award.

(m) Invoicing

The "Submit Invoice-to" address for USDA orders is the Department of Treasury's Invoice Processing Platform (IPP). All invoices shall be submitted via the electronic Invoice Processing Platform. This platform is managed by the U.S. Department of Treasury and additional information is available at this website: https://www.ipp.gov/index.htm.

Upon award of a contract, Contractors will be enrolled automatically. Contractors will subsequently receive electronic notification from IPP of enrollment. IPP password will be delivered electronically to allow first login to IPP. Contractors shall submit all invoices electronically via IPP. Paper copies of invoices will no longer be accepted.

(n) Pre-Final and Final Inspection

1. Pre-final Inspection: The Government may, at its own discretion, conduct a pre-final inspection prior to the contractor requesting a final inspection. Any discrepancies noted shall be corrected prior to final inspection.

2. Final Inspection: When the work is ready for final inspection, the Contractor shall submit a written request for the final inspection to the duly assigned Contracting Officer's Representative at least seven (7) days prior to the desired final inspection date. The final

inspection will be performed with the Contractor by the appropriate Government personnel. If any discrepancies are noted, they shall be handled in accordance with 52.246-12.

FEDERAL ACQUISITION REGULATION (FAR) AND UNITED STATES DEPARTMENT OF AGRICULTURE ACQUISITION REGULATION (AGAR) CLAUSES AND PROVISIONS

The clauses and provisions contained herein are applicable to any order awarded as a result of this solicitation. The terms and conditions set forth herein supersede all other terms and conditions. Acceptance of the order in accordance with (IAW) FAR 12.201-1(b)(2) constitutes acceptance of all terms and conditions contained herein.

As part of the Revolutionary FAR Overhaul (RFO), system updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in this solicitation. Contracting Officers will rely on representations from Contractors based on provisions in the solicitation. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

52.252-2 Clauses Incorporated by Reference (Feb 1998)
This solicitation incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also the full text of the clause may be accessed electronically at Internet address https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52.

FAR 52.212-4	Terms and Conditions—Commercial Products and Commercial Services (NOV 2025) This is a commercial construction acquisition. FAR 52.212-4 is amended as follows: (b) *Inspection/Acceptance*. Inspection and Acceptance will be conducted in accordance with FAR 52.246-12, Inspection of Construction (Aug 1996). (d) *Changes.* Changes will be handled in accordance with the following FAR clause(s): ☒ FAR 52.243-4, Changes (JUN 2025) ☐ FAR 52.243-5, Changes and Changed Conditions (JUN 2025)
FAR 52.203-17	Contractor Employee Whistleblower Rights (NOV 2023)
FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or
FAR 52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014)
FAR 52.222-50	Combating Trafficking in Persons (NOV 2025)
FAR 52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024)
FAR 52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)
FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors (MAR 2023)
FAR 52.233-3	Protest after Award (SEP 2025)

FAR 52.233-4	Applicable Law for Breach of Contract Claim (SEP 2025)
FAR 52.240-91	Security Prohibitions and Exclusions (NOV 2025)
FAR 52.244-6	Subcontracts for Commercial Products and Commercial Services (NOV 2025)
FAR 52.253-1	Computer Generated Forms (NOV 2025)

<u>The following clauses are applicable:</u>

FAR 52.202-1	Definitions (JUN 2020)
FAR 52.203-3	Gratuities (APR 1984)
FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (JUN 2020) Alternate I (NOV 2021)
FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 2020)
FAR 52.204-13	System for Award Management - Maintenance (NOV 2025)
FAR 52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (SEP 2025)
FAR 52.209-9	Updates to Publicly Available Information Regarding Responsibilities Matters (SEP 2025)
FAR 52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (SEP 2025)
FAR 52.219-6	Notice of Total Small Business Set-Aside (NOV 2025)
FAR 52.219-8	Utilization of Small Business Concerns (NOV 2025)
FAR 52.219-14	Limitations on Subcontracting (NOV 2025) ☒ By the end of the base term of the contract and then by the end of each subsequent option period; or ☐ By the end of the performance period for each order issued under the contract.
FAR 52.222-3	Convict Labor (NOV 2025)
FAR 52.222-35	Equal Opportunity for Veterans (NOV 2025)
FAR 52.222-36	Equal Opportunity for Workers with Disabilities (NOV 2025)
FAR 52.222-37	Employment Reports on Veterans (NOV 2025)
FAR 52.222-40	Notification of Employee Rights Under National Labor Relations Act (NOV 2025)
FAR 52.222-54	Employment Eligibility Verification (NOV 2025)
FAR 52.222-62	Paid Sick Leave Under Executive Order 13706 (NOV 2025)
FAR 52.222-90	Addressing DEI Discrimination by Federal Contractors (APR 2026)
FAR 52.223-2	Reporting of Biobased Products Under Service and Construction Contracts (NOV 2025)
FAR 52.223-3	Hazardous Material Identification and Safety Data (NOV 2025) Alt I (NOV 2025)
FAR 52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2024)
FAR 52.223-23	Sustainable Products (NOV 2025)
FAR 52.227-1	Authorization and Consent (JUN 2020)

FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (JUN 2020)
FAR 52.229-3	Federal, State, and Local Taxes (JUL 2025)
FAR 52.229-12	Tax on Certain Foreign Procurements (Jul 2025)
FAR 52.232-23	Assignment of Claims (MAY 2014)
FAR 52.232-33	Payment by Electronic Funds Transfer – System for Award Management (OCT 2018)
FAR 52.233-1	Disputes (SEP 2025) Alt I (SEP 2025)
FAR 52.240-93	Basic Safeguarding of Covered Contractor Information Systems (NOV 2025)

The Contractor shall comply with the following FAR Clauses for Commercial Construction:

FAR 52.222-6	Construction Wage Rate Requirements (NOV 2025)
FAR 52.222-7	Withholding of Funds (NOV 2025)
FAR 52.222-8	Payrolls and Basic Records (NOV 2025)
FAR 52.222-9	Apprentices and Trainees (NOV 2025)
FAR 52.222-10	Compliance with Copeland Act Requirements (NOV 2025)
FAR 52.222-11	Subcontracts (Labor Standards) (NOV 2025)
FAR 52.222-12	Contract Termination - Debarment (MAY 2014)
FAR 52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations (MAY 2014)
FAR 52.222-14	Disputes Concerning Labor Standards (NOV 2025)
FAR 52.222-15	Certification of Eligibility (MAY 2014)
FAR 52.232-27	Prompt Payment for Construction Contracts (JAN 2017)
FAR 52.236-5	Material and Workmanship (JUL 2025)

The following construction clauses are applicable:

FAR 52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026 (NOV 2025)
FAR 52.227-4	Patent Indemnity -- Construction Contracts (DEC 2007)
FAR 52.228-2	Additional Bond Security (OCT 1997)
FAR 52.228-5	Insurance – Work on a Government Installation (JAN 1997)
FAR 52.228-11	Individual Surety - Pledge of Assets (FEB 2021)
FAR 52.228-14	Irrevocable Letter of Credit (NOV 2014)
FAR 52.228-15	Performance and Payment Bonds - Construction (JUN 2020)
FAR 52.228-17	Individual Surety – Pledge of Assets (Bid Guarantee) (FEB 2021)
FAR 52.236-2	Differing Site Conditions (JUL 2025)
FAR 52.236-3	Site Investigation and Conditions Affecting the Work (JUL 2025)
FAR 52.236-6	Superintendence by the Contractor (JUL 2025)
FAR 52.236-7	Permits and Responsibilities (JUL 2025)
FAR 52.236-8	Other Contract (JUL 2025)

FAR 52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (JUL 2025)
FAR 52.236-10	Operations and Storage Areas (JUL 2025)
FAR 52.236-11	Use and Possession Prior to Completion (JUL 2025)
FAR 52.236-12	Cleaning Up (JUL 2025)
FAR 52.236-13	Accident Prevention (JUL 2025) Alt I (NOV 1991)
FAR 52.236-14	Availability and Use of Utility Services (JUL 2025)
FAR 52.236-17	Layout of Work (JUL 2025)
FAR 52.236-21	Specifications and Drawings for Construction (JUL 2025) Alt I (APR 1984)
FAR 52.242-13	Bankruptcy (JULY 1995)
FAR 52.242-14	Suspension of Work (APR 1984)
FAR 52.246-12	Inspection of Construction (AUG 1996)
FAR 52.246-21	Warranty of Construction (MAR 1994)
FAR 52.248-3	Value Engineering – Construction (OCT 2025)

Full Text Clauses:

FAR 52.217-7 Option for Increased Quantity – Separately Priced Line Item (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within **60 Calendar days from Notice to Proceed date**.

FAR 52.225-9 Buy American Act-Construction Materials (NOV 2025)

(a) *Definitions*. As used in this clause—

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is–

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio

evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

Domestic construction material means—

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if–

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel

components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign construction material means a construction material other than a domestic construction material.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows: **None**

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable.

(A) *For domestic construction material that is not a critical item or does not contain critical components*.

(1) The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)*(1)* of this clause.

(3) The procedures in paragraph (b)(3)(i)(A)*(2)* of this clause will no longer apply as of January 1, 2030.

(B) *For domestic construction material that is a critical item or contains critical components*.(1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)*(1)* of this clause.

(3) The procedures in paragraph (b)(3)(i)(B)*(2)* of this clause will no longer apply as of January 1, 2030.

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute or Balance of Payments Program.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction material description	Unit of measure	Quantity	Price (dollars)*
Item 1:			
Foreign construction material.			
Domestic			

construction material.			
Item 2:			
Foreign construction material.			
Domestic construction material.			

[* *Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)*].

[*List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*]

[*Include other applicable supporting information.*]

(End of clause)

FAR 52.252-6 Authorized Deviations in Clauses (NOV 2020)

(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 Agriculture Acquisition Regulation (48 CFR 4) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

AGAR Clauses Incorporated by Full Text:

AGAR 452.203-71 Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Compliance (MAY 2026)

(a) By entering into this contract, the contractor certifies that:

1. It is compliant with all applicable Federal anti-discrimination laws and the Equal Protection principles of the U.S. Constitution, and it will remain compliant for the duration of the contract.

2. Neither it nor any subcontractor or teaming partner operates or funds any program, policy, or initiative that promotes DEI in a manner that violates any applicable Federal anti-

discrimination laws, including but not limited to Title VI and VII of the Civil Rights Act of 1964, or the Equal Protection principles of the U.S. Constitution, and the contractor and any subcontractor or teaming partner will not do so for the duration of the contract.

(b) If the contractor participates in, facilitates, or funds programs that implicate Title VI of the Civil Rights Act of 1964 or Title IX of the Education Amendments of 1972, as amended, including but not limited to grants to or for schools, colleges, universities, 4-H programs, non-governmental organization (NGO) programs, sports programs, and education-related grants to prisons or other detention facilities, the contractor certifies that it will remain compliant with those laws, including the requirements set forth in Executive Order 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity.

(c) The contractor affirms that the above requirements are conditions of payment that go to the essence of the contract and are therefore material terms of the contract. Payments under the contract are predicated on compliance with the above requirements, and therefore the contractor is not eligible for funding under the contract or to retain any funding under the contract absent compliance with the above requirements.

(d) This certification reflects a change in the Government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this contract.

(e) Submission of a knowing false statement relating to contractor's compliance with the above requirements and/or eligibility for the contract may subject the contractor to liability under the False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001.

(f) The contractor must include the provisions of this clause in all subcontract solicitations.

(g) Failure on the part of the contractor or its subcontractors to comply with the terms of this clause may be grounds for the Contracting Officer to terminate this contract for default.

(End of Clause)

AGAR 452.203-72 Unenforceable Supplier Terms (APR 2026)

(a) Definitions.

Supplier terms mean provisions customarily drafted by vendors of supplies or services and intended to create a binding legal obligation on the end user. The term applies:

1. Regardless of the format or style of the document. For example, supplier terms may appear in standard terms of sale or lease, Terms of Service (TOS), End User License Agreement

(EULA), or another similar legal instrument or agreement, and may be presented as part of a proposal or quotation responding to a solicitation for a contract or order or otherwise become effective after the contract date.

2. Regardless of the media or delivery mechanism used. For example, supplier terms may be presented as one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.

(b) Applicability. When any supply or service acquired under this contract is subject to supplier terms, the supplier terms are deemed part of the contract only to the extent they are consistent with this clause. Supplier terms that conflict with any part of this clause, the contract, or Federal law are void and will not be considered incorporated into a contract, even if they are physically present in a contract documentation or systems. In the event of any inconsistency between supplier terms and this contract, this clause and the terms of the Government contract shall govern and supersede any supplier terms in all cases.

(c) Authorization Required. Notwithstanding any other provision, no supplier terms shall be binding on the Government unless the term is expressly authorized on the USDA Supplier Terms Authorization Form signed by the Contracting Officer, and the completed Authorization Form has been incorporated into the contract.

(d) Unenforceable Terms. Any supplier terms that impose obligations or restrictions inconsistent with applicable Federal law are unenforceable against the Government and deemed stricken from the agreement. This includes, but is not limited to, any clause that:

(1) Requires the Government to pay future fees, penalties, interest, legal costs, early-termination fees, cancellation fees, minimum purchase commitments, true-up payments, seat-count minimums, usage minimums, continued-use charges, or any other financial obligation not expressly authorized by the contract.

(2) Requires the Government to indemnify the contractor or any other entity.

(3) Restricts the Government's ability to obtain similar supplies or services from another source.

(4) Imposes any penalty, financial or otherwise, based on the Government's decision not to exercise an option.

(5) Subjects the United States Government to the laws of any U.S. state, territory, district, municipality, or foreign nation, except where Federal law expressly permits such application.

(6) Requires dispute resolution in a forum or venue other than one prescribed by applicable Federal law.

(7) Establishes a period of limitations for bringing an action that differs from that provided by applicable Federal law.

(8) Grants the contractor rights to use, mine, access, aggregate, analyze, or otherwise exploit Government data, usage data, or metadata.

(9) Deems the Government to have accepted initial or revised terms based on silence, continued performance, or failure to object.

(10) Grants the supplier the right to audit Government facilities, systems, records, or use of the product or service, except as expressly authorized by the contract and applicable Federal law.

(11) Requires the Government to accept supplier security requirements, network access requirements, monitoring, penetration testing, or other technical or security measures.

(12) Permits the supplier to suspend, degrade, or terminate access to products or services based on alleged non-payment, alleged breach, automated security triggers.

(13) Limits the Government's right to use, install, access, test, evaluate, or transfer the licensed product or service in any manner consistent with the contract and Federal law.

(14) Requires the Government to store, process, maintain, or transmit data in a particular geographic location, or permits the supplier to transfer Government data outside the United States, except as expressly authorized by applicable Federal law.

(15) Authorizes the supplier to use the Government's name, seal, trademark, logo, or any reference to the Government as an end user or customer for marketing, publicity, promotional activities, press releases, or similar purposes.

(16) Incorporates by reference, or requires the Government to accept, terms or conditions imposed by any third party, subcontractor, or upstream service provider, unless such terms are expressly incorporated into the contract by bilateral modification.

(17) Limits, conditions, or negates the contractor's performance obligations, service levels, or remedies through a supplier-provided service level agreement (SLA).

(18) Uses Government data, usage data, metadata, prompts, content, or interactions to train, fine-tune, improve, or derive any artificial intelligence, machine learning, or automated decision-making model.

(19) Subjects the Government to automated decision-making, automated risk scoring, automated content moderation, or any algorithmic process that may affect access, performance, or rights under the contract.

(20) Utilizes artificial intelligence or algorithmic tools that produce decisions, recommendations, or outputs affecting contract performance without providing transparency, explainability, auditability, and bias-mitigation consistent with applicable Federal law and policy.

(21) Profiles, tracks, or analyzes Government user behavior, preferences, communications, or interactions for personalization, marketing, or algorithmic optimization purposes.

(e) Non-binding Actions. Neither the Government nor any Government authorized end user is deemed to have consented to any term, condition, or clause by virtue of its inclusion in the supplier agreement or through the use of clickwrap, browsewrap, "I agree" mechanisms, or similar means. Execution of such mechanisms does not bind the Government or its authorized end users to any unenforceable terms.

(f) End user. The supplier agreement shall bind the ordering activity as the end user to the extent it does not conflict with the terms of this clause, but it shall not bind or impose personal liability on any Government employee or any person acting on behalf of the Government in their personal capacity.

(g) Law and disputes. The supplier agreement is governed by Federal law.

(h) Statutory exception. This clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(i) Continued performance. The supplier or licensor shall not unilaterally revoke, terminate, or suspend any rights granted to the Government except as allowed by the contract. If the supplier or licensor believes the ordering activity to be in breach of the supplier agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while proceeding diligently with performance, pending final resolution of any dispute in accordance with the Disputes Clause at FAR 52.212-4(d) or FAR 52.233-1, as applicable.

(j) Arbitration. Binding arbitration shall not be used unless specifically authorized by agency guidance.

(k) Equitable or injunctive relief. Equitable or injunctive relief, including the award of attorney fees, costs, or interest, may be awarded against the United States Government only when explicitly provided by statute (e.g., the Prompt Payment Act or the Equal Access to Justice Act).

(l) Revisions to supplier agreements. Any revisions to the supplier agreement must be incorporated into the contract using a bilateral modification. Unilateral revisions are not binding on the Government.

(m) No automatic renewals. If any license or service tied to periodic payment is provided under the supplier agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express written consent from an authorized Government representative.

(n) Indemnification. Any clause of the supplier agreement requiring the supplier or licensor to defend or indemnify the end user is amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(o) Taxes or surcharges. Any taxes or surcharges which the supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the associated Government contract or order and must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed otherwise.

(p) Non-assignment. The supplier agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted by FAR 52.212-4(b) or FAR 52.232-23, as applicable.

(q) Confidential information. If the supplier agreement includes a confidentiality clause, such clause is amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in the supplier agreement to the contrary, the Government may retain any confidential information as required by law, regulation, or its internal document retention procedures for legal, regulatory, or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of the supplier agreement.

(r) Conflict with Federal law. If any other language, provision, or clause of the supplier agreement conflicts or is inconsistent with Federal law or the terms and conditions of this contract, such language, provisions, or clauses will be considered null and void and will not be binding on the United States Government.

(End of Clause)

AGAR 452.204-70 Modification for Contract Closeout (APR 2026)

(a) If unliquidated funds in the amount of $1000 or less remain on the contract, the Contracting Officer (Contracting Officer) may issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but is not required to provide a signature. The Contracting Officer will immediately proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

(b) For commercial contracts not exceeding the simplified acquisition procedure threshold under FAR 12.001(c), if more than $1,000 in unliquidated funds remain at closeout, the Contracting Officer will issue a bilateral deobligation modification. Only the modification requires the

contractor's signature, though a Release of Claims may be requested. If the required documents are not returned within 60 days, the Contracting Officer will issue a unilateral modification and proceed with closeout once performance is complete, acceptance is confirmed, and final payment is made.

(c) For all other non-commercial or non–cost-reimbursement contracts, if more than $1,000 in unliquidated funds remain at closeout, the Contracting Officer will issue a bilateral deobligation modification and a Release of Claims, both requiring contractor signature. If these documents are not returned within 120 days, the Contracting Officer will issue a unilateral modification u and proceed with closeout upon completion of performance, acceptance, and final payment.

(End of Clause)

AGAR 452.211-72 Delivery of Excess Quantities (SEP 2025)

The Contractor must deliver item quantities within allowable variations. Excess quantities received by the Government are considered delivered for the Contractor's convenience. The Government may keep excess quantities up to $250 in value without compensating the Contractor; therefore, and the Contractor waives all rights, title, or interests therein. For excess quantities over $250, the Government may return the items at the Contractor's expense or retain and pay at the contract unit price.

(End of clause)

AGAR 452.211-73 Variation in Estimated Quantity (SEP 2025)

If the actual quantity of a unit-priced item varies by more than 15% from the estimated quantity, either party may request an equitable adjustment in the contract price. The adjustment will be based on cost changes due to variations above 115% or below 85% of the estimated quantity. If this variation delays completion, the Contractor may request a time extension in writing. The request must be received by the Contracting Officer within 10 days of the delay's start or within such further period granted by the Contracting Officer before the final contract settlement. The Contracting Officer will review the request and, if justified, extend the completion date.

(End of clause)

AGAR 452.232-71 Progress Payments for Commercial Construction Contracts (MAY 2026)

(a) *Contractor entitlement to progress payments*. The contractor may request progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished that meets the standards of quality established under the contract, as approved by the Contracting Officer.

(b) *Computation of amounts*. Progress payments will be authorized when the payment requested is properly due in accordance with this contract; the work will be performed in accordance with the contract; and there has been no impairment or diminution of the

Government's security under this contract. The Contracting Officer may authorize consideration of:

1. Materials delivered on site and preparatory work;
2. Materials delivered to the contractor at locations other than the site, if:
   i. Specifically authorized by the contract; and
   ii. The contractor provides satisfactory evidence of title and intended use in the contract.
   iii.

(c) *Contractor request for progress payments*. The contractor's request for progress payments must include the following:

1. An itemization of the amounts requested, related to the various elements of work required by the contract;
2. A listing of the amount included for work performed by each subcontractor;
3. A listing of the total amount of each subcontract;
4. A listing of the amounts previously paid to each subcontractor; and
5. Additional supporting data in a form and detail required by the Contracting Officer.

(d) *Contractor Certification.* Each request for progress payment must be accompanied by the following certification:

I hereby certify, to the best of my knowledge and belief, that—

1. The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

2. All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be madefrom the proceeds of the payment covered by this certification, in accordance withsubcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;

3. This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

4. This certification is not to be construed as final acceptance of a subcontractor's performance.

_____(name)
_____(title)
_____(date)

(e) *Access for verification of payment entitlement.* To verify the contractor's entitlement to progress payments under this contract, the contractor must provide the Government, upon request and during normal business hours, access to the following:

1. Records and Documentation:

   i. Certified progress payment requests and supporting documentation;
   ii. Subcontractor and supplier invoices, payment records, and lien waivers;
   iii. Updated schedule of values and progress schedules;
   iv. Quality assurance and inspection reports;
   v. Payroll records, if applicable under labor provisions.

2. Facilities and Worksite Access:
   i. Physical access to the construction site for inspection of work progress;
   ii. Access to off-site storage locations for materials billed but not yet incorporated into the work; or
   iii. Access to any fabrication facilities where contract-related work is being performed.

3. Access to electronic invoicing or project management systems used to track progress and payments, if such systems are used in contract performance.

(f) *Dates for payment*. A progress payment under this clause is a contract progress payment under the Prompt Payment clause of this contract, and except as provided in paragraph (g) of this clause, approved requests must be paid within 30 days of submittal of a proper request for payment.

(g) *Liquidation of progress payments*. Progress payments must be liquidated by deducting from the payment of each item the total unliquidated amount of progress payments made for that separately priced unit of that line item. The liquidation amounts for each line item must be clearly delineated in each request for progress payment submitted by the contractor.

(h) *Security for progress payments*. In the event the contractor fails to provide adequate security as required in this contract, no progress payment must be made under this contract. Upon receipt of adequate security, progress payments must be made, including all previous payments to which the contractor is entitled, in accordance with the terms of the contract. If at any time the Contracting Officer determines that the security provided by the contractor is insufficient, the contractor must promptly provide such additional security as the Contracting Officer determines necessary. In the event the contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided, and suspend further payments to the contractor; the contractor must repay to the Government the amount of unliquidated progress payments as the Contracting Officer at his sole discretion deems repayable.

(i) *Special terms regarding termination for cause*. If this contract is terminated for cause, the contractor must, on demand, repay the Government the amount of unliquidated progress payments. The Government must be liable for no payment except as provided by the Termination for Cause paragraph of the clause at Federal Acquisition Regulation 52.212-4, Contract Terms and Conditions—Commercial Products and Commercial Services.

(j) *Reservation of rights.*

1. No payment, vesting of title under this clause, or other action taken by the Government under this clause must-
   i. Excuse the contractor from performance of obligations under this contract; or
   ii. Constitute a waiver of any of the rights or remedies of the parties under the contract.
2. The Government's rights and remedies under this clause-
   i. Shall not be exclusive, but rather must be in addition to any other rights and remedies provided by law or this contract; and
   ii. Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor must such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(k) *Refund of unearned amounts*. If the contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the contractor must-

1. Notify the Contracting Officer of such performance deficiency; and

2. Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until-
   i. The date the contractor notifies the Contracting Officer that the performance deficiency has been corrected; or
   ii. The date the contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(l) *Retainage*. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer must authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and must release to the contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment must be made for the completed work without retention of a percentage.

(m) *Title, liability, and reservation of rights*. All material and work covered by progress payments made must, at the time of payment, become the sole property of the Government, but this must not be construed as-

1. Relieving the contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

2. Waiving the right of the Government to require the fulfillment of all the terms of the contract.

3. The Government's rights and remedies under this clause-
   i. Shall not be exclusive, but rather must be in addition to any other rights and remedies provided by law or this contract; and
   ii. Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor must such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(n) *Reimbursement for bond premiums*. In making these progress payments, the Government must, upon request, reimburse the contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (l) of this clause must not apply to that portion of progress payments attributable to bond premiums.

(o) *Final payment*. The Government must pay the amount due to the contractor under this contract after-

1. Completion and acceptance of all work;
2. Presentation of a properly executed voucher; and
3. Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of1940 (31 U.S.C.3727 and 41 U.S.C. 6305).
4.

(p) *Limitation because of undefinitized work*. Notwithstanding any provision of this contract, progress payments must not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(End of clause)

AGAR 452.236–70 Emergency Response, Fire Suppression and Liability (May 2026)

(a) Contractor's Responsibility for Responding to Emergencies. When directed by the contracting officer, the contractor must allow the Government to temporarily use employees and equipment from the work site for emergency work (anticipated to be restricted to firefighting). This is considered to be within the general scope of the contract. A supplemental agreement between both parties, including an exchange of consideration for additional in-scope work, for the temporary use of employees and equipment will be made under the CHANGES clause, FAR 52.243–4.

(b) Contractor's Responsibility for Fire Fighting. The contractor, under the provisions of FAR 52.236–9, Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements, must immediately extinguish all fires on the work site other than those fires in use as a part of the work. The contractor may be held liable for all damages and for all costs incurred by the Government for labor, subsistence, equipment, supplies, and transportation deemed necessary to control or suppress a fire set or caused by the contractor or the contractor's agents, subcontractors, or employees subject to the fire classifications listed in subsection (c).

(c) Fire Suppression Costs. The contractor's obligations for cost of fire suppression vary according to three classifications of fires as follows:

Operations Fire. An ''operations fire'' is a fire caused by the contractor's operations other than a negligent fire. The contractor agrees to reimburse the Forest Service for such cost for each operations fire, subject to a maximum dollar amount of [Contracting Officer insert amount]. The cost of the contractor's actions, supplies, and equipment expended or used on suppressing any such fire, or otherwise provided at the request of Forest Service, must be credited toward such maximum. If the contractor's actual cost exceeds the contractor's maximum obligation stated above, the Forest Service must reimburse the contractor for the excess.
Negligent Fire. A ''negligent fire'' is a fire caused by the negligence or fault of the contractor's operations including, but not limited to, one caused by smoking by persons engaged in the contractor's operations during the course of their employment, or during rest or lunch periods; or if the contractor's failure to comply with requirements under this contract results in a fire starting or permits a fire to spread. Damages and the cost of suppressing negligent fires must be borne by the contractor.

Other Fires on Contract Area. The Forest Service must pay the contractor, at firefighting rates common in the area or at prior agreed rates, for equipment or personnel furnished by the contractor at the request of the Forest Service, on any fire on the contract area other than an operations fire or a negligent fire.

(d) Contractor's Responsibility for Notification in Case of Fire. The contractor must immediately notify the Government of any fires sighted on or in the vicinity of the work site.

(e) Performance by the contractor. Where the contractor's employees, agents, contractors, subcontractors, or their employees or agents perform the contractor's operations in connection

with fire responsibilities, the contractor's obligations must be the same as if performance was by the contractor.

(f) State Law. The contractor must not be relieved by the terms of this contract of any liability to the United States for fire suppression costs recovered in an action based on State law, except for such costs resulting from operations fires. Amounts due to the contractor for firefighting expenditures on operations fires must not be withheld pending settlement of any such claim or action based on State law.

(End of Clause)

Minimum Insurance Coverage Requirements

Pursuant to FAR clause FAR 52.228-5, Insurance-Work on a Government Installation paragraph (a), The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required, as stated below:

(1) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they must be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least $100,000 must be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(2) General Liability. The Contractor must have bodily injury liability insurance coverage written on a comprehensive form of policy of at least $500,000 per occurrence.

(3) Automobile Liability. The Contractor must have automobile liability insurance written on a comprehensive form of policy. The policy must provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States must provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage or loss.

(4) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor must have aircraft public and passenger liability insurance. Coverage must be at least $200,000 per person and $500,000 per occurrence for bodily injury, other than passenger injury. Coverage for passenger injury must be at least $200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of clause)

Solicitation Information

Award Type

This solicitation and any resulting contract is a firm-fixed price type of contract, which under the definition in FAR 16.202-1, "this type of contract provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract. This contract type places upon the contractor maximum risk and full responsibility for all costs and resulting profit or loss."

The Government intends to make one award from this solicitation. Therefore, to be considered responsive, contractors must submit pricing for all items.

Evaluation and Basis for Award

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

The Government intends to evaluate quotations using a **comparative evaluation** methodology. This means quotations will be compared against one another to determine which provides the **best value** to the Government, based on the evaluation factors outlined below. The Government may consider quotations that **exceed minimum requirements** and offer **additional value or benefits**, even if they are not the lowest priced. However, **formal tradeoff procedures will not be conducted**. Initial proposals which do not include responses to any one of the technical factors will not be considered further.

Technical Proposal:

(1) Factor 1: Technical and Project Management:

(i) Subfactor 1 – Technical Approach: When evaluating the firm's Technical Approach to Performing this project, the Government will assess the understanding, reasonableness, logic and realism of the firm's proposed approach to scheduling, executing, managing and completing this project.

(ii) Subfactor 2 – Project Management and Oversight: The Government will assess and evaluate the overall organizational structure and resumes for key personnel as submitted with focus on experience and expertise in the types of work required under the scope of work for this project.

(iii) Subfactor 3 – Performance Schedule: The firm will be evaluated for a schedule within the mandatory period of performance with logical work progression, to meet the

requirements of the statement of work and specification requirements.

(2) Factor 2: Experience

The Government will assess the specialized experience, capabilities, and skill of the firm as an organization, with a focus on technical experience that is relevant to the specified project. Relevant experience is one that is similar in nature or scope to the technical experience required for this project.

(3) Factor 3: Past Performance

Past performance is a measure of the degree to which the firm (including major subcontractors) has satisfied previous customers and complied with Federal, State and Local laws and regulations. The Government may contact references to assess the quality of the contractor's work, timely completion, project management, and compliance with regulatory requirements. The Government will consider the currency and relevance of the information, source of the information, context of the data and general trends in contractor performance. The Government reserves the right to consider all aspects of a firm's performance history but will attribute more significance to recent work comparable in scope to this solicitation.

The past performance evaluation will characterize the level of the Government's confidence that the firm will successfully complete the work, in compliance with all contract requirements, based on its record of successful performance on recent and relevant similar projects. In addition to past performance information submitted by the firm, the Government may use personal knowledge or information obtained from other sources, such as CPARS, Federal Awardee Performance and Integrity Information System (FAPIIS), or any other sources available to the Government, in its evaluation of a firm's past performance.

Where there is little or no information available regarding the firm's past performance history because the firm is new to the marketplace, the past performance evaluation may take into account information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the work.
Note: The assessment of past performance is separate from the responsibility determination required under FAR Subpart 9.1.

<u>Assessment</u>: Based on the recency, relevancy, and quality of past performance, the Government will assign one of the following ratings:

- Acceptable – Government has a high expectation of successful performance.
- Unacceptable – Government has concerns about successful performance.
- Neutral – No relevant past performance available; no positive or negative inference will be made.

Price Quote: The proposed price will be evaluated for reasonableness in accordance with FAR 12.204. This criterion will include consideration of cost information provided in the Schedule of Items (Attachment 2). It is the Government's intent to assess the price/cost breakdown to determine: (1) Reasonableness (Adequate price competition and comparison to the IGE will establish a fair and reasonable price), and (2) Price Consistency (Unit prices will be evaluated to determine if costs/prices are balanced and consistent with Government cost estimates and those of other quotes).

(End of provision)

Date, Time, and Place Quotes are due:

All documents shall be Microsoft Word, Microsoft Excel, or Adobe PDF. Each part shall be separate, complete, and clearly identified. Documents are to be emailed to the Contract Specialist Judith Martin at PPS.proposals@usda.gov no later than the date and time specified on the SF-1442 or any Amendment that extends the time and date. Please include the solicitation name and number as the subject line of the email. It is the vendor's responsibility to ensure delivery of all required documents by the date and time set for receipt of quotes. Quotes received after the exact date and time specified for receipt of quotes will not be considered. Contact the Contract Specialist by email at **Judith.martin@usda.gov** if you do not understand any part of these instructions.

Site Visit:

The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, Contractors are urged and expected to inspect the site where the work will be performed.

(a) An organized site visit has been scheduled for: **July 14, 2026 10:00 a.m MDT**.

(b) Participants will meet at: Parking lot near the Junction of Highway 44 and NFSR 095 Red Canyon Road. There is a parking lot at the start of NFSR 095.

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

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

FAR 52.212-1 Instructions to Offerors – Commercial Products and Commercial Services (NOV 2025) Addenda to provision FAR 52.212-1:

Addenda to Provision FAR 52.212-1 paragraph (a) Submission of Offers:

NOTE: To assist in the evaluation, you should number your responses to correspond with the criterion being addressed. As a minimum, the technical portion of your proposal must clearly provide the following information:

a. Technical Proposal Instructions:

1) Factor 1. Technical and Project Management

(i) Subfactor 1 - Technical Approach: Describe your firm's planned approach to performing this project. Include (1) the type of equipment to be used; (2) logistical and transportation process of crew/equipment and material delivery; (3) crew accommodations, if applicable; (4) name of major subcontractors to be used and their roles on the project; and (5) biobased products to be used in the accomplishment of the work.

(ii) Subfactor 2 - Project Management and Oversight: Provide an organizational chart and/or summary of the overall company organizational structure, from principle/ownership level to field level. Additionally, provide resumes for staff members for each of the following key positions. Resumes should be no more than two (2) pages for each individual:

- Project Manager(s)
- Site Superintendent(s)
- Quality Control Manager(s)
- Safety Officer(s)

(iii) Subfactor 3 – Performance Schedule: The performance schedule shall be presented in the form of a time scaled Network Diagram, CPM Schedule, or a Gantt chart, clearly showing the critical path, indicating commencement, planned sequencing, and

completion of the entire project within the required contract period of performance. The schedule shall be in sufficient detail to clearly show each portion of work and its planned commencement and completion dates. Performance period shall be provided in calendar days. Where applicable, include estimated production rates. The period shall include all time aspects of the work, including advance ordering of long lead items.

2) Factor 2. Experience: Provide a narrative of at least three (3) but not more than five (5) projects of similar scope, magnitude and geographic area of the scope of this project. Projects shall have been in progress or completed within 5 years of the solicitation issue date. Each project narrative shall be no more than 2 pages long and include the following information:

a. - Project name/title
b. - Geographic location (ie: closest City, State)
c. - Dates of performance
d. - Description of the work performed
e. - Role on the project: State if role was Prime or Subcontractor and what work was performed in that role.
f. - Contract value/ value of work performed
g. - Customer name/organization
h. - Contracting officer or customer name, phone number and email address
i. - Any challenges encountered and how they were overcome or resolved

3) Factor 3. Past Performance: *S*ubmit a list of relevant past or ongoing work the firm has performed within the past 5 years, along with contact information so that the Government may query prior customers. Relevant past work means work that is similar in nature or scope to this project. Information should include:

(1) the project name or title;
(2) location;
(3) description of the work the firm performed on the project;
(4) dollar value;
(5) company or organization name of project owner; and
(6) Point of Contact (POC) name/phone/email of project owner representative.

The firm may provide information on problems encountered on the identified projects and the firm's corrective actions. The firm may provide a signed letter from the project owner specifying the work performance of the company on the project and/or a completed CPARS report from a government customer for projects listed.

If using subcontractors that have a meaningful involvement in contract performance, please describe their work completed within the past 3 years. The Government may consider the relevant past performance history of key individuals and subcontractors in evaluating past performance. The Government may contact a sample of your past customers concerning the quality of services provided by your firm and your subcontractors; timeliness of performance; business relations during project management such as flexibility, problem solving, and cooperation; customer satisfaction; and cost control.

(b) Price Quote Instructions:

1) **Signed Standard Form 1442, Solicitation/Offer/Award** (Construction, Alteration, Repair), with blocks 14 – 20c completed by the Contractor.

2) **Schedule of Items (Attachment 2)**, may be submitted either in an Excel spreadsheet or in the Adobe Acrobat PDF format. Contractors shall submit a quote for all Items in the Schedule of Items. Failure to comply with the instructions may render your proposal nonresponsive and ineligible for contract award. In the event of an error in extending the proposed prices, unit prices will govern, unless otherwise determined by the Contracting Officer, in accordance with applicable regulations.

The Government will evaluate quotations for award purposes by adding the total price quoted for any Base Item and Optional Item proposed. Evaluation of base and optional items will not obligate the Government to award the items. Award of base items will depend on availability of funds at time of award. For award of optional items, see FAR clause 52.217-7. Optional items may be awarded in any order and depend upon funds availability.

3**) Acknowledgement of solicitation amendments (if any).** This can be accomplished by completing section 19 on the SF-1442 or by submitting the signed SF-30(s) from SAM.gov with your price proposal.

4) **Scanned copy of fully executed Bid Guarantee** (Standard Form 24 and Power of Attorney).

(End of provision)

Questions:

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contract Specialist. Contractors should contact only the Contract Specialist issuing the solicitation about any aspect of this requirement prior to contract award. Inquiries may be emailed to the Contract Specialist Judith Martin at **PPS.proposals@usda.gov** no later than **July 16, 2026 at 5:00 p.m. MDT**. Please include the solicitation name and number as the subject line of the email.

Provisions Incorporated by Reference:

FAR 52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements – Representation (JAN 2017)
FAR 52.209-2	Prohibition on Contracting with Inverted Domestic Corporations – Representation (Sep 2025)
FAR 52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Sep 2025)
FAR 52.240-90	Security Prohibitions and Exclusions Representations and Certifications (NOV 2025)

The following provisions are applicable:

FAR 52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2024)
FAR 52.204-7	System for Award Management – Registration (NOV 2025)
FAR 52.217-5	Evaluation of Options (NOV 2025)
FAR 52.222-5	Construction Wage Rate Requirements—Secondary Site of the Work (NOV 2025)
FAR 52.225-10	Notice of Buy American Act Requirement—Construction Materials (MAY 2014) Alternate I (MAY 2014)
FAR 52.229-11	Tax on Certain Foreign Procurements—Notice and Representation (Jul 2025)
FAR 52.233-2	Service of Protest (SEP 2025)

Full text provisions

FAR 52.228-1 Bid Guarantee (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.*, bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds –

> (1) To unsuccessful bidders as soon as practicable after the opening of bids, and (2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be **20 percent** of the bid price.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

FAR 52.252-5 Authorized Deviations in Provisions (Nov 2020)

(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 Agriculture Acquisition Regulation (48 CFR Chapter 4) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

AGAR Provisions:

AGAR 452.203-70 Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Certification (DEC 2025)

(a) By submission of its offer, the offeror certifies that:

1. It is compliant with all applicable Federal anti-discrimination laws and the Equal Protection principles of the U.S. Constitution.
2. Neither it nor any proposed subcontractor or teaming partner operates or funds any program, policy, or initiative that promotes DEI in a manner that violates any applicable Federal anti-discrimination laws, including but not limited to Title VI and VII of the Civil Rights Act of 1964, or the Equal Protection principles of the U.S. Constitution.

(b) If the offeror participates in, facilitates, or funds programs that implicate Title VI of the Civil Rights Act of 1964 or Title IX of the Education Amendments of 1972, as amended, including but not limited to grants to or for schools, colleges, universities, 4-H programs, non-governmental organization (NGO) programs, sports programs, and education-related grants to prisons or other detention facilities, by submission of its offer, the offeror certifies that it is compliant with those laws, including the requirements set forth in Executive Order 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity.

(c) The offeror affirms that the above requirements are conditions of payment that go to the essence of the contract and are therefore material terms of the contract. Payments under the contract are predicated on compliance with the above requirements, and therefore the offeror will not be eligible for funding under the contract or to retain any funding under the contract absent compliance with the
above requirements.

(d) This certification reflects a change in the Government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this contract.

(e) Submission of a knowing false statement relating to offeror's compliance with the above requirements and/or eligibility for the contract may subject the offeror to liability under the False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001.

(f) Failure on the part of the offeror or its subcontractors to comply with the terms of this clause may be grounds for the Contracting Officer to terminate the contract for default.

NOTICE FOR FILING AGENCY PROTESTS
United States Department of Agriculture (USDA) Protest Procedures

The United States Department of Agriculture (USDA) is committed to fair, transparent, and efficient acquisitions. Interested parties with concerns about this solicitation are encouraged to seek resolution through the following USDA procedures.

Tier 1: Contracting Officer Concern Resolution

Submission: Interested parties with concerns about either the solicitation or subsequent award should first submit their concern directly to the Contracting Officer, providing sufficient detail to allow the Contracting Officer to understand and assess the issue.

Process: The Contracting Officer will review the concern, seek clarification as needed, and engage with the interested party to attempt prompt resolution.

Review Timeline: The Contracting Officer will make every effort to provide a response or resolution within 10 business days of receiving the concern.

Effect on Award or Performance: Tier 1 engagement is not considered an official notification of filing an agency protest and does not pause solicitation deadlines, delay award decisions, or suspend contract performance.

Next Steps: If the matter cannot be resolved at Tier 1, the interested party may file a written agency protest under Tier 2.

USDA encourages all parties to seek resolution with the Contracting Officer before filing an agency protest.

Tier 2: Agency Protest

If concerns cannot be resolved at Tier 1, an interested party may file a written agency protest with either the Contracting Officer or the USDA Independent Review Authority. The decision by the USDA Independent Review Authority is an alternative to a decision by the Contracting Officer. The USDA Independent Review Authority will not consider an appeal of the Contracting Officer's decision on an agency protest.

The protest must state whether the protester elects review by the Contracting Officer, by the UDSA Independent Review Authority. If no election is stated, the Contracting Officer will decide the protest.

Required Information: Protests shall include the information set forth in FAR 33.104-4 (a)(3). Failure to submit the required information may result in a delay or dismissal of the protest.

Submission: Agency protests should be submitted electronically to SPE.inquiry@usda.gov and the Contracting Officer.

Timeliness: Protests must be filed within the timeframes specified in FAR 33.104.

Effect on Award or Performance: Contract awards or performance will be suspended during the protest period unless justified in writing for urgent and compelling reasons or determined to be in the best interest of the Government.

Review Timeline: USDA strives to resolve agency-level protests within 35 business days of receipt.

Election of Forum: By filing a protest with USDA, the protesters agree not to file a protest on the same matter with the Government Accountability Office (GAO) or any other external forum while the agency protest is pending. If such a protest is filed externally, the USDA agency protest will be dismissed.

Questions: Questions regarding this notice or protest procedures should be directed to the Contracting Officer identified in this solicitation.