SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 1240BH26R0004	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 06/25/2026	PAGE 1 OF PAGES 43

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 1163186	6. PROJECT NO.

7. ISSUED BY CODE 40BH

USDA-FS CSA NORTHWEST 6
1220 SW 3RD AVE
STE 310
PORTLAND OR 97204-2829

8. ADDRESS OFFER TO

Janet Paul
janet.paul@usda.gov

9. FOR INFORMATION CALL	a. NAME JANET PAUL	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)* 541-750-7120

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)*

The USFS, Pacific Northwest Region, requires an Indefinite Delivery-Indefinite Quantity (IDIQ), Multiple Award Task Order Contract (MATOC) for road, bridge and related civil construction projects. This action covers the following three National Forests in Washington State: Mt Baker Snoqualmie, Okanogan Wenatchee and Colville.

The North American Industry Classification System (NAICS) code for this work is 237310, Highway, Street and Bridge Construction with a small business size standard of $45,000,000. This requirement is set aside 100% for small business participation. The Government anticipates awarding 15-20 individual parent contracts from this solicitation. The IDIQ will have a shared ceiling of not to exceed $50,000,000 with up to a five-year ordering period. Firm-fixed price task orders will be solicited and awarded on a competitive basis.

In addition to responding to the Technical Evaluation Factors (see pages 35 - 39) for the Parent IDIQ/MATOC, all offerors MUST also provide a response to Attachment 3 - Sample Task Order A.

11. The Contractor shall begin performance within 10 calendar days and complete it within 1825 calendar days after receiving ☒ award, ☐ notice to proceed. The performance period is ☒ mandatory ☐ negotiable. (See _____.)

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 1600 *(hour)* local time 07/27/2026 *(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 90 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 40BH

USDA-FS CSA NORTHWEST 6
1220 SW 3RD AVE
STE 310
PORTLAND OR 97204-2829

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)*
JESSICA LYN H. RASMUSSEN

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

Description

This announcement constitutes the only solicitation. Proposals are being requested and a separate written solicitation will not be issued.

Solicitation number 1240BH26R0004 is issued as a Request for Proposal (RFP) for FFP IDIQ MATOC for Northern Washington Road and Bridge Construction Services.

This acquisition is set-aside for small business concerns. The applicable North American Industry Classification Standard Code is 237310 Highway, Street, and Bridge Construction The small business size standard is $45 Million. This acquisition is a Total Small Business Set-Aside. All responsible sources may submit a quotation which will be considered by the agency.

Abbreviations

Request for Proposal (RFP); Firm Fixed Price (FFP); Indefinite Delivery Indefinite Quantity (IDIQ); Multiple Award Task Order Contract (MATOC); Task Order Proposal Request (TOPR); United States Forest Service (USFS)

Scope of Contract

The USDA, Forest Service, Region 6 (R6), requires a 5-year IDIQ/MATOC for road and bridge construction and related services for the following three National Forests in the state of Washington:

- Mt Baker Snoqualmie: Whatcom, Skagit, Snohomish, King and Pierce Counties;
- Okanogan Wenatchee: Chelan, Douglas, Grant, Kittitas, and Yakima Counties;
- Colville: Ferry, Stevens, Okanogan, and Pend Oreille Counties.

The Federal Highway Administration Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-14 or FP-24), as supplemented by Forest Service Supplemental Specifications, are included by reference. The requirements contained in these specifications are hereby made a part of this solicitation and any resultant contract. Examples include but are not limited to the following types and will be identified per Individual Task Order Proposal Request:

> Road: Work includes repair and construction of native surface, gravel or paved roads; and road repair and reconstruction due to damage from human or natural causes.
>
> Bridge: Work includes repair, removal, disposal and construction of steel, concrete, and timber road bridges; reconstruction of approaches; and related stream work within the project area.
>
> Trail Bridge: Work includes construction or reconstruction of trail bridges for pedestrian, stock, bike and/or UTV/ATV use. Site will be accessible from National Forest system or other public roads. Site will be located near trailheads readily accessible by conventional road building equipment.

Culverts, Aquatic Passage Structures, and Ancillary Structures: Work includes road structures for aquatic passages, bottomless arches, small bridges, retaining walls, and cattle guards that are part of National Forest roads.
Related work includes signs; guardrails; closure devices such as gates, cattle guards, fences; stream grade; alignment control; and scour protection.

Maintenance, stream work, or campground work that is associated with the primary construction work is included. Examples are maintaining roads in the project area to prevent rutting, dust control, maintaining drain structures, road and spur improvements in campground, and restoring stream channel within the project area.

Schedule of Items –
Contract Line Item (CLIN) 0001:
Base Period: Five years (60 months) from the date of award. FFP, IDIQ/MATOC for Road and Bridge Construction Services.

NOTE: Specific dates for all CLINS shall be established at time of award.

See Attachment 3 for Sample Task Order A that all offerors MUST provide a response (see Page 37 for further details).

Schedule Notes

a) Multiple awards will be made from this solicitation; contractors must submit pricing for the Sample Task Order A.
b) Payment for bond premiums in accordance with FAR 52.232-5, Payments under Fixed-Price Construction Contracts, shall not be in addition to contract price. Bonding requirements will be established with each Task Order.

Technical Data -
Technical data and supporting documentation associated with this solicitation are available through the following attachments and can be accessed via the "attachment/links" section of the SAM.gov posting:

Attachment #	Attachment Name
1	Task Order Proposal Request Template (TOPR)
2	Past Performance Questionnaire (PPQ)
3	Sample Task Order A

Technical Data/Specifications

The Standard Specifications for the Construction of Roads and Bridges on Federal Highway Projects (FP-14) is located at: https://highways.dot.gov/federal-lands/specs/fp-14

The Standard Specifications for the Construction of Roads and Bridges on Federal Highway Projects (FP-24) is located at: https://highways.dot.gov/federal-lands/specs/fp-24

FP-24 (and FP-14 if applicable) standard specification Division 100 and Division 150 apply to all task orders under this contract. The FP-24 (and FP-14) standard specification sections Division 200 through Division 700 that apply to individual projects will be identified in each task order.

Special and/or supplemental specifications and drawings will be applicable at the task order level and shall be provided with each TOPR.

Forest Service Supplemental Specifications (FSSS) are used to modify the FP standard specifications so that they align with Forest Service terminology, requirements, and expectations. These will be included with the task orders. Additional specifications for work not covered by the FP or FSSS may be included in task orders as well.

The FP-24 (and FP-14) Standard, FSSS, and additional specifications shall all be used in conjunction with each other to properly determine the work requirements for each task order.

Project Location

Construction services ordered within the scope of this vehicle are required across the following three National Forests (NF), and their associated Ranger Districts (RD) in the state of Washington, each Individual Task Order issued under the IDIQ will specifically identify the project location:

Mt Baker Snoqualmie NF	Colville NF	Okanogan Wenatchee NF
Mt Baker RD	Three Rivers RD	Chelan/Entiat RD
Darrington RD	Republic RD	Cle Elum RD
Skykomish RD	Newport/Sullivan Lake RD	Methow Valley RD
Snoqualmie RD	Tonasket RD	Naches RD
		Wenatchee River RD

Magnitude of Construction Project

The IDIQ/MATOC maximum will be a $50,000,000 aggregate tracked as a shared ceiling for all contracts issued. This maximum will include minimum guarantees, Task Orders and modifications issued to any vendor within the IDIQ/MATOC.

- Individual Task Orders will have a minimum of $2,000 and a maximum of $5,000,000 per order.
- The resultant IDIQ has a minimum guarantee of $1,000 per Parent contractor.
- Each Task Order Proposal Request (TOPR) will state the estimated price range.

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 under "Federal Acquisition Regulation 36.101-4". 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.

Federal Acquisition Regulation (FAR) and United States Department of Agriculture Acquisition Regulation (AGAR) Clauses and Provisions

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

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

52.252-2 Clauses Incorporated by Reference Feb 1998

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

52.212-4 Terms and Conditions—Commercial Products and Commercial Services (Nov 2025)
☐ Alternate I (Nov 2025) of 52.212-4

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 (Nov 2025)
☒ FAR 52.243-5, Changes and Changed Conditions (Nov 2025)

52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)
52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.222-50 Combating Trafficking in Persons (Nov 2025)
☐ Alternate I (Nov 2025) of 52.222-50
52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)

52.233-3 Protest After Award (Sep 2025)
52.233-4 Applicable Law for Breach of Contract Claim (Sep 2025)
52.240-91 Security Prohibitions and Exclusions (Nov 2025)
☐ Alternate I (Nov 2025) of 52.240-91
52.244-6 Subcontracts for Commercial Products and Commercial Services (Nov 2025)

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

☒ 52.203-6 Restrictions on Subcontractor Sales to the Government (Jun 2020) with Alternate I (Nov 2021) of 52.203-6
☒ 52.203-13 Contractor Code of Business Ethics and Conduct (Nov 2021)
☐ 52.204-9 Personal Identity Verification of Contractor Personnel Jan 2011
☒ 52.204-13 System for Award Management—Maintenance (Nov 2025)
☐ 52.204-91 Contractor identification (Nov 2025)
☒ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2025)
☒ 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Sep 2025)
☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Sep 2025)
☐ 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Nov 2025)
☒ 52.219-6 Notice of Total Small Business Aside (Nov 2025)
☐ Alternate I (Mar 2020).
☒ 52.219-8 Utilization of Small Business Concerns (Nov 2025)
☐ 52.219-9 Small Business Subcontracting Plan (Nov 2025)
☐ Alternate III (Nov 2025) of 52.219-9.
☐ Alternate IV (Nov 2025) of 52.219-9
☒ 52.219-14 Limitations on Subcontracting (Nov 2025)
☐ 52.219-16 Liquidated Damages—Subcontracting Plan (Nov 2025)
☐ 52.219-33 Nonmanufacturer Rule (Nov 2025)
☒ 52.222-3 Convict Labor (June 2003)
☐ 52.222-19 Child Labor—Cooperation with Authorities and Remedies (Nov 2025)
☒ 52.222-35 Equal Opportunity for Veterans (Nov 2025)
☐ Alternate I (Jul 2014) of 52.222-35
☒ 52.222-36 Equal Opportunity for Workers with Disabilities (Nov 2025)
☐ Alternate I (Jul 2014) of 52.222-36
☒ 52.222-37 Employment Reports on Veterans (Nov 2025)
☒ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
☐ 52.222-41 Service Contract Labor Standards (Aug 2018)
☐ 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

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

☐ 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018)
☐ 52.222-44 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014)
☐ 52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014)
☐ 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (Nov 2025)
☒ 52.222-54 Employment Eligibility Verification (Nov 2025)
☒ 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)
☒ 52.222-90 Addressing DEI Discrimination by Federal Contractors (Apr 2026)
☒ 52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (Nov 2025)
☒ 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)
☐ Alternate I (May 2008) of 52.223-9
☐ 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Nov 2025)
☐ 52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Nov 2025)
☒ 52.223-23 Sustainable Products and Services (Nov 2025)
☐ 52.224-3 Privacy Training (Jan 2017)
☐ Alternate I (Jan 2017) of 52.224-3
☐ 52.225-1 Buy American-Supplies (Nov 2025)
☐ Alternate I (Oct 2022) of 52.225-1
☐ 52.225-3 Buy American--Free Trade Agreements--Israeli Trade Act (Nov 2025)
☐ Alternate II (Nov 2025) of 52.225-3.
☐ Alternate III (Nov 2025) of 52.225-3.
☐ Alternate IV (Oct 2022) of 52.225-3
☐ 52.225-5 Trade Agreements (Nov 2023)
☐ 52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission outside the United States (May 2020)
☐ 52.225-26 Contractors Performing Private Security Functions Outside the United States (Oct 2016)
☐ 52.226-4 Notice of Disaster or Emergency Area Set-Aside (Nov 2007)
☐ 52.226-5 Restrictions on Subcontracting Outside Disaster or Emergency Area (Aug 2025)
☐ 52.229-12 Tax on Certain Foreign Procurements
☐ 52.232-29 Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021)
☐ 52.232-30 Installment Payments for Commercial Products and Commercial Services (Nov 2021)
☒ 52.232-33 Payment by Electronic Funds Transfer— System for Award Management (Oct 2018)

☐ 52.232-34 Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013)
☐ 52.232-36 Payment by Third Party (Nov 2025)
☐ 52.240-92 Security Requirements (Nov 2025)
☐ Alternate II (Nov 2025) of 52.240-92
☐ 52.240-93 Basic Safeguarding of Covered Contractor Information Systems (No 2025)
☐ 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2025)
☐ Alternate I (Apr 2023) of 52.247-64.
☐ Alternate II (Nov 2021) of 52.247-64

<u>The Contractor shall comply with the following FAR Clauses for Commercial Construction.</u>

52.222-4 Contract Work Hours and Safety Standards – Overtime Compensation
52.222-6 Construction Wage Rate Requirements
52.222-7 Withholding of Funds
52.222-8 Payrolls and Basic Records
52.222-9 Apprentices and Trainees
52.222-10 Compliance with Copeland Act Requirements
52.222-11 Subcontracts (Labor Standards)
52.222-12 Contract Termination-Debarment
52.222-14 Disputes Concerning Labor Standards
52.222-15 Certificate of Eligibility
52.236-5 Material and Workmanship

The following clauses are applicable when checked:

☐ 52.222-30 Construction Wage Rate Requirements-Price Adjustment (None or Separately Specified Pricing Method (Aug 2018)
☐ 52.222-31 Construction Wage Rate Requirements-Price Adjustment (Percentage Method) (Aug 2018)
☒ 52.222-32 Construction Wage Rate Requirements-Price Adjustment (Actual Method) (Nov 2025)
☒ 52.225-9 Buy American-Construction Materials (Nov 2025) – *Excepted items will be identified at task order level*
☐ Alternate I (Oct 2022) of 52.25-9
☐ 52.225-11 Notice of Buy American Requirement-Construction Materials under Trade Agreements (Nov 2025)
☐ Alternate I (Nov 2025) (of 52.225-11
☐ Alternate II (Oct 2022) of 52.225-11
☒ 52.228-2 Additional Bond Security (Oct 1997)
☒ 52.228-5 Insurance-Work on Government Installation (Jan 1997)
☒ 52.228-11 Individual Surety-Pledge of Assets (Feb 2021)
☒ 52.228-13 Alternative Payment Protections (Jul 2020)
☒ 52.228-14 Irrevocable Letter of Credit (Nov 2014)

☒ 52.228-15 Performance and Payment Bonds-Construction (Jun 2020)
☒ 52.228-17 Individual Surety-Pledge of Assets (Bid Guarantee) (Feb 2021)
☒ 52.236-2 Differing Site Conditions (Jul 2025)
☒ 52.236-3 Site Investigation and Conditions Affecting the Work (Jul 2025)
☒ 52.236-6 Superintendent by the Contractor (Jul 2025)
☒ 52.236-7 Permits and Responsibilities (Jul 2025)
☒ 52.236-8 Other Contracts (Jul 2025)
☒ 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Jul 2025)
☒ 52.336-10 Operations and Storage Areas (Jul 2025)
☒ 52.236-11 Use and Possession Prior to Completion (Jul 2025)
☒ 52.236-12 Cleaning Up (Jul 2025)
☒ 52.236-13 Accident Prevention (Jul 2025)
☐ Alternate I (Nov 1991) of 52.236-13
☒ 52.236-14 Availability and Use of Utility Services (Jul 2025)
☒ 52.236-15 Schedules for Construction Contracts (Jul 2025)
☒ 52.236-16 Quantity Surveys (Jul 2025)
☐ Alternate I (Apr 1984) of 52.236-16
☒ 52.236-17 Layout of Work (Jul 2025)
☒ 52.236-21 Specifications and Drawings for Construction (Jul 2025)
☒ Alternate I (Apr 1984) of 52.236-21
☒ Alternate II (Apr 1984) of 52.236-21
☒ 52.242-14 Suspension of Work (Apr 1984)
☒ 52.248-3 Value Engineering (Oct 2025)
☐ Alternate I (Apr 1984) of 52.248-3

<u>Other Applicable Clauses</u>

52.202-1 Definitions (Jun 2020)
52.203-3 Gratuities (Apr 1984)
52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 2020)
52.203-13 Contractor Code of Business Ethics and Conduct (NOV 2021)
52.204-15 Service Contract Reporting Requirements for Indefinite Delivery Contracts (NOV 2025)
52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)
52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment, or Voluntarily Excluded (JAN 2025)
52.211-13 Time Extensions (Sep 2000)
52.215-8 Order of Precedence—Uniform Contract Format (NOV 2025)
☒ 52.216-7 Allowable Cost and Payment (NOV 2025)
☒ Alternate I (Feb 1997)
52.219-28 Postaward Small Business Program Rerepresentation (NOV 2025)

52.222-4	Contract Work Hours and Safety Standards -- Overtime Compensation (NOV 2025)
52.222-55	Minimum Wages for Contractor Workers under Executive Order 14026 (NOV 2025)
52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2024)
52.226-7	Drug-Free Workplace (MAY 2024)
52.229-3	Federal, State, and Local Taxes (FEB 2013)
52.232-5	Payments under Fixed-Price Construction Contracts (MAY 2014)
52.232-17	Interest (MAY 2014)
52.232-23	Assignment of Claims (MAY 2014)
52.232-27	Prompt Payment for Construction Contracts (JAN 2017)
52.233-1	Disputes (SEP 2025)
52.242-13	Bankruptcy (JUL 1995)
52.245-1	Government Property (Sep 2021) ☒ Alternate I (Sep 2021) of 52.245-1
52.245-2	Government Property Installation Operation Services (Apr 2012)
52.245-9	Use and Charges (Apr 2012)
52.246-15	Certificate of Conformance (Apr 1984)
52.246-21	Warranty of Construction (MAR 1994)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (APR 2012)-Alternate I (SEP 1996)
52.249-3	Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements) (APR 2012)
52.249-10	Default (Fixed-Price Construction) (APR 1984)
52.252-6	Authorized Deviations in Clauses (Nov 2020)
52.253-1	Computer Generated Forms (NOV 2025)

FAR 52.211-12 Liquidated Damages—Construction (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of (TBD for each TO issued) for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

FAR 52.216-18 Ordering (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award of the base contract through 5 years after award (plus 6 months if 52.217-8 exercised).

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

FAR 52.216-19 Order Limitations (Oct 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than *$1,000.00,* the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of *$5,000,000.00*;

(2) Any order for a combination of items in excess of *$5,000,000.00*; or

(3) A series of orders from the same ordering office within *30 days* that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.,* includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within *_10_* days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

FAR 52.216-22 Indefinite Quantity (NOV 2025)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after expiration of a task order placed before ***September 30, 2031.***

FAR 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the end of the final option period.

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.

AGAR Clauses

452.203-71 Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Compliance (Dec 2025)

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

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

(2) Neither it nor any subcontractor or teaming partner operates or funds any program, policy, or initiative that promotes DEI in a manner that violates any applicable Federal anti-discrimination laws, including but not limited to Title VI and VII of the Civil Rights Act of

1964, or the Equal Protection principles of the U.S. Constitution, and the Contractor and any subcontractor or teaming partner will not do so for the duration of the contract.

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

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

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

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

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

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

AGAR 452.203-72 Unenforceable Supplier Terms (MAY 2026)

(a) Definitions.

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

(1) Regardless of the format or style of the document. For example, supplier terms may appear in standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another similar legal instrument or agreement, and may be presented as part of a proposal or quotation responding to a solicitation for a contract or order or otherwise become effective after the contract date.

(2) Regardless of the media or delivery mechanism used. For example, supplier terms may be presented as one or more paper documents or may appear on a computer or other electronic

device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

452.204–70 Modification for Contract Closeout (Apr 2026)

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

(b) For commercial contracts not exceeding the simplified acquisition procedure threshold under FAR 12.001(c), if more than $1,000 in unliquidated funds remain at closeout, the Contracting Officer will issue a bilateral deobligation modification. Only the modification requires the contractor's signature, though a Release of Claims may be requested. If the required documents are not returned within 60 days, the Contracting Officer will issue a unilateral modification and proceed with closeout once performance is complete, acceptance is confirmed, and final payment is made.

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

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.

(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 made from the proceeds of the payment covered by this certification, in accordance with subcontract 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 submitting 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 that 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-

(3) Notify the Contracting Officer of such performance deficiency; and
(4) 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).

(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.

Task Order – Ordering Procedures

a) A Task Order for the purposes of this solicitation and subsequent award is an order for construction services issued by an authorized and warranted USDA Contracting Officer for work within the scope of the IDIQ/MATOC.

b) As the need for performance under the terms of this contract any warranted USDA Contracting Officer may solicit and issue task orders against this contract.

c) TOPRs will be transmitted primarily via e-mail.

d) TOPRs will generally be issued for price but may include evaluation criteria (ie: past performance, technical approach, etc.) which will require the submission of a technical proposal. All TOPRs shall specify the method for award determination, specify the appropriate wage determination, and indicate the required response documentation.

   Upon the receipt of a TOPR from the Government, the Contractor shall respond as specified. In the case that an awardee cannot submit an offer in response to a TOPR the awardee shall notify the Contracting Officer as to the business reason for why a response will not be submitted. While no mandatory requirement exists for the submission of a task order solicitation response, firms consistently declining to submit a response or failing to notify the Contracting Officer as to the business reason why a response was not provided risk lack of participation documented in CPARS.

e) Contract holders will receive fair opportunity to be considered for each Task Order unless one of the exceptions in FAR Subpart 16.507-6 applies.

f) All parent contract clauses flow down to task orders.

Supplemental Information

1. Inspection and Testing Performed by Government

The government will perform specific sampling and testing of work in progress where these responsibilities are not expressly assigned to the contractor by the Forest Service specifications or elsewhere herein. This does not relieve the contractor of completing contractor quality control work.

2. Conformity with Drawings and Specifications

Unless working tolerances are specified, all work performed and materials furnished shall be in reasonably close conformity with lines, grades, cross sections, dimensions and material requirements shown on the drawings, indicated in the specifications, or designated on the ground. "Reasonably close conformity" is in compliance with reasonable and customary manufacturing and construction tolerances.

3. Suspensions of Work for Other than Government's Convenience

The contracting officer may issue orders to suspend the work wholly or in part for such period of time as deemed necessary because of:

(1) Weather or ground conditions when further prosecution of the work might cause environmental or resource damage to the project, access roads to the project or adjacent property. Such action would include, but not be limited to, instances such as siltation of streams, damage to access roads, rutting of project roads which causes otherwise suitable soils to be muddy or unsuitable; or

(2) Failure of the contractor to comply with specifications such as, but not limited to, placement of frozen material in fills, placing of asphalts at temperatures lower than those specified, performing work prior to prerequisite approvals, operating equipment not meeting fire requirements or when conditions exist which do not meet safety requirements. Whether or not a suspend work notice is issued, the contractor shall be responsible for correcting any damage caused by its operation, whether inside or outside project limits, at no cost to the government. Such suspensions shall not be considered as suspensions for the convenience of the government under FAR 52.242-14, Suspension of Work, and shall not qualify for an equitable adjustment.

4. Invoice Processing Platform (IPP)

All invoices are to be submitted via the electronic Invoice Processing Platform (IPP). Contractors shall submit all invoices electronically via IPP. Paper copies of invoices are no longer accepted. The Contractor must also attach a detailed invoice in IPP.

5. Bonding of Individual Projects

Bonding requirements apply separately to each Individual Project Task Order.

THRESHOLDS	REQUIRED BONDING
Individual Project Task Order amounts less than $35,000.00	No bid guarantee is required. No bonding is required.
Individual Project Task Order amounts between $35,000.00 and $150,000.00 Refer to FAR 52.228-13	No bid guarantee is required. Alternate Payment Protection is required: 100% Payment Bond; or 100% Deposit [authorized cashier's check].
Individual Project Task Order amounts greater than $150,000.00 Refer to FAR 52.228-1 Refer to FAR 52.228-15	20% bid guarantee is required. 100% Payment Bond is required. **AND** 100% Performance Bond is required.

6. Payment for Materials Delivered off the Site

As provided in FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, material acquired for incorporation into the project, and stored off site by the Contractor, may, at the option of the Contracting Officer, be included in progress payments. Prior to payment, such material will be subject to Government inspection and must be stored separately from other materials, and be identified as, "PROPERTY OF THE UNITED STATES, Project Name and Contract Number." In addition, the Contractor shall furnish the Government with a right of ingress and egress to the property together with right of removal.

7. Payments for Indirect/Incidental Items

The intent of the contract is to provide for the complete construction of the project described in the contract. Unless otherwise provided, the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies and perform all work required to complete the project in accordance with drawings, specifications, and 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 indirect to and included in the payment for items shown.

8. Public Officials not Personally Liable

There shall be no personal liability upon the Government or officer in charge, their agents or employees, for any act performed in the discharge of any duty imposed or the exercise of any power or authority conferred upon them by, or within the scope of the contract, it being understood that in all such matters they act solely as agents and representatives of the Government.

9. Payment for Performance and Payment Security Expenses

It is mutually agreed that the premium costs for performance bonds, payment bonds and alternative payment protections furnished for this contract are included in the total amount bid for other items and

that any payment to the contractor for the cost of bonds made in accordance with FAR 52.232-5 refers only to corporate sureties listed in the current Department of Treasury Circular 570 and no advance payment will be made for bond premiums where other than corporate surety bonds are furnished. Bond premiums as used in this paragraph and FAR 52.232-5 shall include any Small Business Administration fees paid in connection with SBA guaranteed corporate surety bonds.

10. Return of Performance and Payment Bonds

Performance and payment security furnished under this contract must be retained by the Government for a minimum of one year after acceptance of all work under the contract. Performance and payment security other than corporate or individual surety bonds will be returned to the Contractor one year after completion of work if no claims against these bonds have been filed at that time.

11. Product Substitution

Any modification of items, designs, materials, products or equipment (including Government-Furnished property) made necessary because of a substitution, will be the responsibility of the Contractor without adjustment in contract price or time. The Contracting Officer's approval of any substitute will not affect the Contractor's responsibility for such modification. Any and all substitutions will be requested by the Contractor after award has been made. No approvals will be made prior to award.

12. Storage and Stockpiling of Materials

Materials shall be stored to assure the preservation of quality and fitness for the work. Stored materials shall be located to facilitate their prompt inspection. Sites on Forest Service administered land (identified elsewhere herein) and approved by the Forest Service may be used for storage purposes and for the placing of contractor's plant equipment. All storage sites provided by the Forest Service shall be restored at the contractor's expense. Contractor shall be responsible for making arrangements for storage on other than Forest Service administered lands.

13. Sanitation Requirements

Unless substitute measures or equipment are authorized in writing by the Contracting Officer, protection of air and water quality will include the use of approved chemical toilets by all persons engaged in road construction or in removing timber under this contract while they are within the boundaries of the Forest. Such facilities shall be furnished by Contractor in quantities and at locations approved by the COR. No habitation or overnight dwelling by employees of Contractor will be permitted on National Forest land without advance written approval from the Contracting Officer unless otherwise authorized under Industrial Camps clause.

14. Final Cleanup

Contractor shall remove and dispose of all of its own trash and refuse from the contract area. Material to be removed includes, but is not limited to, camp refuse such as tin cans, aluminum foil, glass, paper, garbage, used engine oil, oil filters, oil cans, grease cartridges, etc. The Contractor shall

also remove and dispose of upon completion of the road construction, all stakes, old culverts, flagging and similar debris within the project area. This cleanup is a subsidiary item for which no special payment will be made. All debris shall be disposed of off National Forest Land and in accordance with State and Local disposal requirements.

15. Landscape Preservation and Hazardous Materials

(a) The contractor shall confine operations to within the clearing limits or other areas designated in the contract documents, and prevent the depositing of rocks, excavated materials, stumps, or other debris outside of these limits. Material which falls outside of these limits shall be retrieved, disposed of, or incorporated in the work as directed by the contracting officer. The contractor shall make all reasonable attempts to preserve the scenic and natural environment within and adjacent to this construction project.

(b) Operations shall be scheduled and conducted to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, lakes, reservoirs, and other surface waters.

(1) Wash water or waste from concrete, aggregate or other operations shall not be allowed to enter live streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.

(2) Mechanized equipment shall not be operated in live streams without written approval by the contracting officer.

(c) No petroleum products or other hazardous substances shall be released on or into land or rivers, streams, impoundments or other waters, or into natural or manmade channels leading thereto or therefrom. Servicing of all equipment shall be done only in the areas approved by the contracting officer. The contractor shall transport off government lands all waste oil, vehicle oil filters (drained of free-flowing oil), and oily rags and shall dispose of such materials in accordance with applicable State and Federal regulations.

(1) If the total on-site oil or oil products storage exceeds 1320 gallons or if any single container exceeds a capacity of 660 gallons, the contractor shall prepare and implement a Spill Prevention Control and Countermeasures (SPCC) Plan. Such plan shall meet applicable EPA requirements (40 CFR 112) including certification by a registered professional engineer. This plan shall include notification of appropriate state and local officials, the contracting officer and other appropriate agencies.

(2) At all on-site work areas (including contractor storage, transfer, fueling, mixing sites, etc., for oil, oil products or any hazardous materials), the contractor shall take appropriate preventive measures to insure that any release of hazardous products does not enter any stream or other waters of the United States or any of the individual States and shall conform to the federal, state and local regulations. Planned spill containment locations in stream courses shall be established prior to commencement of work activities. These locations will be reviewed by the contracting officer or representative. When deemed appropriate; additional planned preventive measures shall be established for review by the contracting officer or representative.

(3) The contractor, acting independently, shall immediately take action to notify the appropriate agencies including the contracting officer, and to contain and clean up, without expense to the government, all petroleum products or other hazardous substance releases which are on or in the vicinity of the project and which are caused by the contractor's employees, directly or indirectly. The contractor shall have the necessary materials on site to contain a spill which may occur on land or within live streams as appropriate for any potential flow conditions likely to occur. This may require absorbent pads and/or booms or other containment devices. In the event the government determines that additional resources beyond those of the contractor is required, the contractor may be held liable for all damages and costs including, but not limited to additional labor, subsistence, equipment, supplies and transportation deemed necessary by the government for the containment and clean-up of petroleum products or other hazardous substance releases caused by contractor's employees or resulting from or related to construction operations.

(4) The contractor shall notify the contracting officer of any hazardous materials to be used on the job and shall have Material Safety Data Sheets (MSDS) for those materials available on the job.

16. Local Disposal Sites

Debris encountered in the construction (i.e.; metals) and other waste materials generated in the construction (cartons, scrap, etc.) shall be removed and disposed off of National Forest Service Land, unless other disposal means are authorized in the plans or specifications.

17. Industrial Camps

Forest Service regulations for Use of Campgrounds prohibit occupancy of developed recreation sites for other than primarily recreation purposes. No industrial camping will be authorized at these sites. A special use permit is required on National Forest land for industrial camps. These permits are to be obtained by the contractor through the contracting officer. Such permission, if granted, will be without charge to the contractor but may include use restrictions. One self-contained camp unit will be allowed at each staging area and equipment or supply dump for use by a watchman.

18. Traffic Control, Barricades, Warning Signs and Other Devices

The contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, flaggers, pilot cars and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Barricades and other obstructions shall be illuminated during the hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic. All operations shall conform to the current requirements and guidelines of the Occupational Safety and Health Administration (OSHA) and the Manual of Uniform Traffic Control Devices (MUTCD).

The contractor shall erect warning signs in advance to any place on the project where operations may interfere with the use of the road or trail by traffic and at all intermediate points, where the new work crosses or coincides with an existing road or trail.

19. Salvage Rights

No Contractor salvage rights exist under the contract unless specifically provided elsewhere herein.

20. Material Sources/Disposal

Rock and mineral soil excavated within the normal excavation shall be conserved and used as needed. Borrow sources are identified on the plans or elsewhere herein if made available by the government. If alternate borrow sources are needed, they shall be approved in advance by the COR. Such borrow sources shall be restored to a natural appearance. Disposal areas shown on the plans are for clearing, grubbing, and excavation materials only. No man-made products shall be placed in disposal areas unless approved in advance by the contracting officer.

21. Blasting

The contractor shall comply with State and Federal laws in regards to transportation, storage, and use of explosives. The contractor shall post a watchperson at a safe distance on all approaches to a blasting area on all approaching roads, trails, or waterways. Operational limitations for detonation of explosives will be shown under Individual Projects. Prior to the start of any blasting activities the contractor shall prepare and provide a safety plan for the activities involved that is consistent with the State OSHA regulations.

22. Physical Data

Data and information furnished or referred to below is for the contractor's information. The government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by surface observations.
(b) Weather conditions typical for this area indicate the following normal work season and fire season:

Normal work season: _____*
Restricted work season: _____
Normal fire season: _____
* To be provided at the **Individual Project Task Order** level.

(c) Transportation facilities providing access to the site are identified elsewhere herein.

23. Submittals

Submittals shall include the following <u>unless</u> otherwise required in the specification:

1. Date and revision dates.
2. Project name and contract number.
3. Names of contractor, subcontractor, supplier and manufacturer.
4. Specifications section number.

5. Field dimensions and relation to adjacent structures.
6. Applicable standards such as ASTM or Federal Specifications.
7. Contractor's stamp, initial or signature, certifying the review of submittal, verification of field measurements and compliance with contract documents.

Provide all submittals within 14 calendar days of contract award unless otherwise required by the specification.

The following are sample submittals, shop drawings, material certifications, and/or testing reports that may be required during the performance of this contract. Where this information is specific to an ***Individual Project Task Order*** it shall be prepared and provided specifically for that task order:

Title	Referenced by Contract clause or Specification No.	Time of Government Approval
Traffic Control Plan	Standard specifications	7 days
Safety Plan, including Blasting Plan where applicable	Accident Prevention clause [FAR 52.236-13]	N/A
Engineered Spill Prevention Plan	Landscape Preservation & Hazardous Materials clause in section H	2 days
Fire Plan R6-FS-6300-55	R6-FS-6300-52 part 2 in Section J	N/A
Proposed Progress Schedule R6-FS-6300-7	Schedules for Construction Contracts [FAR 52.236-15]	N/A
Designation of Representative R6-FS-6300-6	Superintendence by the Contractor [FAR 52.236-6]	N/A
Drug Free Workplace Policy	Drug-Free Workplace [FAR 52.223-6]	N/A
SF1413 - Statement and Acknowledgement for each Subcontractor including Owner/Operators and other Sole Proprietorship Subcontractors	Subcontracts (Labor Standards) [FAR 52.236-11]	N/A
Payroll Record WH347 Certified Payrolls submitted weekly	Payrolls and Basic Records [FAR 52.222-8]	N/A
Erosion Control Plan	As required by Specifications	7 days
Shop Drawings	As required by Specifications	7 days
Product and Material Certifications and Literature	As required by Specifications	7 days

24. Construction Stakes, Lines and Grades

(a) The Forest Service will establish controls as shown on the plans. Any Forest Service established control points (if provided) including but not limited to flagging, wire flags, hubs or stakes shall constitute the field control from which the contractor shall execute the work and shall be left in place until the Inspector or COR approves their removal.

(b) The contractor shall do all further surveying, staking and engineering to establish the horizontal and vertical control necessary to result in having the finished work comply with the lines and grades shown on the drawings or stated in the specifications. This work is incidental to the pay items.

(c) If any government furnished construction control points have been destroyed or displaced, or are erroneous, the contractor shall promptly notify the COR. If these points are destroyed or displaced due to contractor's negligence or operation, the cost for replacing them will be charged to the contractor.

(d) In case of any construction changes, the contractor shall cooperate with the COR and facilitate the prompt reestablishment of the field control for the adjusted work.

25. Hazardous Conditions Safety Plan

The following conditions have been identified as inherently hazardous to a degree that failure to take the proper precautions could lead to serious injury or loss of life. This listing shall not be construed as all inclusive. The contractor shall provide a written job-specific hazard analysis and safety plan that addresses and conforms to the requirements of 29 CFR 1910 and 1926 and the clause entitled Accident Prevention (FAR 52.236-13) included herein. Appropriate actions shall be taken by the contractor to implement this plan during performance and to take any and all other necessary steps to mitigate the dangers from hazards.

- Tree felling
- Blasting
- Temporary excavation / deep trenching / slope stability
- Fall hazard from work heights exceeding six feet
- Traffic control on high-volume and/or high-speed and/or limited visibility roads
- Heavy equipment operation
- Confined space entry
- Tree climbing and/or tower climbing
- Fire hazards
- Hazardous materials handling
- Electrical hazard
- Hydraulic and/or pneumatic and/or other high pressure hazards
- Mechanical hazards such as pulleys, springs etc.

26. Aircraft Use

The contractor shall advise the contracting officer of any intent to utilize aircraft in the performance of this contract at least thirty (30) calendar days prior to planned use. Special requirements will apply to all work associated with aircraft, including compliance with a Project Aviation Safety Plan and current Forest Service guidelines for aviation management.

27. Special Equipment Cleaning Requirements

All earth moving equipment (loaders, excavators, dump trucks, etc.) moved to the job site shall be cleaned of weeds and their seeds prior to each entrance onto the National Forest lands. Cleaning shall consist of the removal of all dirt, grease, debris, and materials that may harbor noxious weeds and their seeds. This may require the use of a pressure hose.

Equipment shall be made available for visual inspection by the Forest Service prior to entering Forest Service lands. The contractor shall advise of a proposed date for mobilization. Inspections will take place at mutually agreeable en route locations in advance of entry onto National Forest lands.

Special care shall be taken to assure removal of the following noxious weeds and their seeds:

- Noxious weeds and their seeds will be identified at the Individual Project Task Order level. The contractor shall take special care under this contract to prevent contamination of water at the work sites with any petroleum residues from mechanical equipment operations. This shall include daily inspection and cleaning as appropriate.

28. Moisture Sensitive Soils

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

29. Special Blasing Techniques

Blasting requirements, if any, will be identified at the Individual Project Task Order level.

30. Protection of Cultural Resources

Location of known historic or prehistoric sites, buildings, objects and properties related to American history, architecture, archaeology and culture, such as settler or Indian artifacts, protected by American Antiquities Act of 1906 (16 U.S.C. 431-433), National Historic Preservation Act of 1966 (16 U.S.C. 470) and the Archaeological Resources Protection Act of 1969 (PL 96-95 and 36 CFR 261.9(e)) shall be identified on the ground by the Forest Service. Forest Service may unilaterally modify, or cancel, this contract to protect an area, object of antiquity, artifact or similar object which is, or may be, entitled to protection under these Acts regardless of when the area, object or artifact is discovered or identified. Discovery of such areas or objects by either party shall be promptly reported to the other party.

Contractor shall protect (for each Individual Project Task Order the contracting officer will specify items for protection) all known and identified historic or prehistoric sites, buildings, objects and

properties related to American history, architecture, archaeology and culture against destructions, obliteration, removal or damage during contractor's operations. In accordance with 36 CFR 296.14(c), the contractor shall bear costs of restoration, provided that such payment shall not relieve the contractor from civil or criminal remedies otherwise provided by law.

Wheeled or track-laying equipment shall not be operated within such areas, except on roads. Unless agreed otherwise, trees will not be felled into such areas.

31. Protection of Habitat of Endangered, Threatened and Sensitive Species

Location of areas needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act of 1973, as amended, or as sensitive by the Regional Forester under authority of FSM 2670, are shown on the Plans and identified on the ground. Measures need to protect such areas have been included elsewhere in this contract or are as follows: _____ (***For each Individual Project Task Order, the contracting officer will specify items or locations for protection.***)

If protection measures prove inadequate, if other such areas are discovered, or if new species are listed as federally threatened or endangered, or as sensitive by the Regional Forester, Forest Service may either cancel or unilaterally modify this contract to provide additional protection regardless of when such facts become known. Discovery of such areas by either party shall be promptly reported to the other party.

32. Road Maintenance Requirements

In order to fulfill the obligation to protect existing facilities, material source, and disposal site access roads from seasonal weather damage, to safeguard soil and water quality, and to repair damage commensurate with its use, the contractor shall perform road maintenance work on these roads in accordance with the following:

1. While performing ordinary road maintenance work, the contractor shall avoid permanent fouling of gravel or bituminous surfaces through covering them with earth or debris from side ditches, slides, or other sources. The contractor shall avoid blading surface material off the surface of roads.

2. While performing all phases of construction, the contractor shall minimize damage to ditches, slopes and road surfaces. Where damage does occur, the contractor shall restore the road to its prior condition within a reasonable period of time.

3. The contractor shall remove all excess materials and debris from asphalt roadways and trails immediately after backfilling has been completed. This may require brooming and hosing down with water.

4. On completion and acceptance of work requirements, including acceptance of road maintenance by the Forest Service, contractor road maintenance responsibility shall terminate.

33. Traffic Control

The contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Roads closed to traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

The contractor shall erect warning signs in advance to any place on the project where operations may interfere with the use of the road or trail by traffic and at all intermediate points where the new work crosses or coincides with an existing road or trail. All road barricades, warning signs, lights, temporary signals, flagman and pilot car operators and equipment, and other protective devices, except for special devices, shall conform with Part VI of the Manual on Uniform Traffic Control Devices for Streets and Highways, published by the Federal Highway Administrations and applicable safety codes.

The contractor shall furnish, erect, maintain, and remove when notified any project identification signs shown on the drawings.

34. Landscape Preservation

All heavy equipment shall be cleaned and thoroughly inspected prior to mobilization to the work site. Once on site all equipment shall be inspected daily and all visible oil, grease, and hydraulic fluid will be removed. Needed repairs will be implemented immediately before resuming work.

All machinery shall be refueled outside of the riparian reserve area. If refueling does occur within the riparian reserve area, spill control measures shall be installed around the machinery prior to refueling operations.

Unless otherwise agreed, to prevent the introduction of seeds of noxious weeds onto National Forest land, contractor shall ensure all equipment moved onto National Forest land is free of soil, seeds, vegatative matter or other debris that could contain or hold seeds. Contractor shall employ whatever cleaning methods necessary to insure compliance with this provision, and shall notify the Forest Service prior to moving each piece of equipment onto National Forest land. Upon request of Forest Service, arrangements will be made for Forest Service to inspect each piece of equipment prior to being moved onto National Forest land. Necessary warning signs and guards shall be posted during blasting operations to safeguard the public.

35. Contractor's Use of Existing Roads

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

(1) State laws governing traffic rules and equipment requirements on State and County Highways.

(2) Federal Regulations contained in 36 CFR 261.12. These regulations prohibit use in excess of State Codes for weight and size, damaging a road while using it, and blocking a road open to use by others.

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

36. Load Limits

All vehicles and equipment **shall not** exceed State legal highway loads and widths or posted limits without valid State and Forest Service overload, over width permits. Forest Service overload permit applications for this project may be obtained from the COR.

37. Prosecution of Work – Work Hour Limits – Work Item Limits

The contractor shall conduct activities so that interference with the public shall be kept at a minimum. Operational date and time limitations will be shown under Individual Projects.

If road closure is authorized, any contractor activities requiring closure to the public shall be scheduled with the COR at least: (number of calendar days will be determined at the Individual Project Task Order level).

Solicitation Information

Award Type

It is anticipated that 15-20 FFP IDIQs consisting of a 5-year based period will be awarded as a result of this solicitation.

Period of Performance

5-Year period of performance for IDIQs. Task Orders will have separate period of performance.

Instructions to Offerors

(a) General Instructions. Proposals submitted in response to this solicitation shall be furnished as specified below.

(1) Sample Task Order A: Offeror's must include a technical proposal and price proposal for Sample Task Order A. The offeror's technical understanding and price reasonableness of the project will be established based on the response received. All documents shall be Microsoft Word, Microsoft Excel, or Adobe PDF.

(2) Parent IDIQ/MATOC: The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section (b) below. Offeror must have an active entity registration at https://www.sam.gov/SAM/ in order to submit an offer.

(b) Parent IDIQ/MATOC Technical Proposal Instructions

The technical proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the Government. Therefore, the technical proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed description of techniques, procedures and program for achieving the objectives of the specifications/statement of work. At a minimum the technical proposal should clearly address the following:

1. EVALUATION FACTORS

Factor Identification – This evaluation will evaluate the offerors by the proposals received in response to the Northern WA Road Construction IDIQ/MATOC Request for Proposals using the factors below. The non-price factors are of equal importance and per FAR Part 15.104 when combined are considered significantly more important than price:

Factor 1 – Experience and Capabilities
Subfactor 1 – Experience
Subfactor 2 – Capabilities
Subfactor 3 – Subcontracting
Factor 2 – Organization and Management
Factor 3 – Past Performance
Factor 4 – Price (Sample Task Order)

1.1 FACTOR 1: Experience and Capabilities

1.1.1 Subfactor 1: Experience

a. Submission Requirements: Provide a narrative of three (3) projects of similar scope, magnitude, and geographic area of the scope of the IDIQ and task order limits ($2,000 - $5,000,000). 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 minimum information:

- Project name
- Geographic location
- Dates of performance
- Role on project: State if role was as Prime or Subcontractor and what work was performed in that role. If role was Prime indicate what work was self-performed and what was subcontracted
- Description of work
- Contract value (for scope performed)
- Customer name/organization
- CO or customer POC name, phone number and email address any challenges encountered and how they were overcome or resolved

1.1.2 Subfactor 2: Capabilities

a. Submission Requirements: Provide a narrative with no more than 5 pages describing capabilities to perform the following work. (Note: Every offeror is not expected to have capabilities in each area listed below). The purpose of this narrative is to **explain** what work the offeror is comfortable and capable of performing. Do not simply list or restate the items below:

- New road and bridge construction and rehabilitation construction services
    - Forest Service uses FP Standard Specifications for Roads and Bridges
- Stream culvert construction, including dewatering, and temporary bypass, stream simulation and in-stream restoration for road-stream crossings
- Aggregate pit development and crushing
- Asphalt placement
- New trail bridge construction and rehabilitation construction services

1.1.3 Subfactor 3: Subcontractors

a. Submission Requirements: Provide a list of key subcontractors and the type/features of work they perform routinely for the offeror for work within the scope of the IDIQ. If the offeror routinely self performs all or a majority of work please indicate that here also.

1.2 FACTOR 2: Organization and Management

a. Submission Requirements: The Government will evaluate the offeror's approach to organizing, managing, and controlling contract performance to ensure timely, high quality execution of project and required services. Provide a narrative (no more than 5 pages) describing the following:

- Management structure, including chains of command, decision making ability, and escalation paths for questions and concerns
- Internal controls for monitoring performance, quality, schedule, risk and communication
- How management will identify and correct performance issues before they affect the Government

1.3 FACTOR 3: Past Performance

a. Submission Requirements: Offerors shall submit a Past Performance Questionnaire (PPQ) (provided, see Appendix E) for each project listed in Factor 1, 1.1.1 Subfactor 1: Experience. The Government will evaluate the offeror's record of past performance to ascertain the probability of being able to successfully perform future task orders within the scope of the IDIQ.

For purposes of this solicitation, the Government defines the "client" as the project owner for the submitted project. Offerors must follow directions on Appendix E – Past Performance Questionnaire (PPQ) and return **3 – 5 PPQ's** to the Contracting Officer.

The Government may contact and interview the POCs and reserves the right to interview other representatives of the reference firm if the listed POC is not available. The Government may contact references for submitted projects for purposes of assessing and verifying the scope of work performed.

If offerors are submitting as a Joint Venture (JV) or recognized teaming arrangement, PPQ information must be provided for each team member for one (1) or more of the projects submitted (performed by the team member individually or as a member of the same team).

In addition to past performance information submitted by the offeror, 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 an offeror's past performance.

1.4 FACTOR 4: Price (Sample Task Order A)

Submission Requirements: Offerors shall submit a price proposal for the Sample Task Order in order to be evaluated. The proposed price for the Sample Task Order will be evaluated for reasonableness in accordance with FAR 15.202(d).

2. EVALUATION METHODOLOGY

The evaluation methodology for this source selection will incorporate confidence ratings and the team will evaluate for on-the-spot consensus. Ratings will be supported by discriminators focused on those increasing or decreasing confidence with respect to the factor being evaluated and documented in bullet points with the evaluation documentation.

The following confidence ratings will be used:

a. For Factors 1-Experience and Capabilities, 2- Organization and Management and 3-Past Performance, the following confidence ratings will be used. Note that Factor 1 will be evaluated at the Factor level and not at each sub-factor.

Confidence Rating	Definition
High Confidence (Low Risk)	The government has **high confidence** that the vendor understands the requirement, proposes a sound approach and will be successful in performing the contract with little or no Government intervention.
Some Confidence (Moderate Risk)	The Government has **some confidence** that the vendor understands the requirement, proposes a sound approach and will be successful in the performing the contract with some Government intervention.
Low Confidence (High Risk)	The Government has **low confidence** that the vendor understands the requirement, proposes a sound approach or will be successful in the performing the contract **even with** some Government intervention.

b. Factor 3 - Past performance is a measure of the degree to which the offeror (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 past performance evaluation will characterize the level of the Government's confidence that the offeror will successfully complete the work, in compliance with all contract requirements, based on its record of successful performance on recent and relevant similar projects.

Where there is little or no information available regarding the offeror's past performance history because the offeror 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.

Past Performance will utilize the table above and be assigned a confidence rating. Per 15.202(c), in the case of an offeror without a record of relevant past performance or for whom past performance information is not available they will not be evaluated favorable or unfavorable and will be assigned a rating of "Neutral".

Note: The assessment of past performance is separate from the responsibility determination required under FAR Subpart 9.1.

c. Factor 4 - Price, Offerors shall submit a price proposal for the Sample Task Order in order to be evaluated. The proposed price for the Sample Task Order will be evaluated for reasonableness in accordance with FAR 15.404-1.

FAR 52.212-2 Evaluation - Commercial Products and Commercial Services (Nov 2025)

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

Experience and Capabilities; Organization and Management; Past Performance; and Price

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

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

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

(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)

52.212-1 Instructions to Offerors - Commercial Products and Commercial Services (Nov 2025)
52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)
52.209-2 Prohibition on Contracting with Inverted Domestic Corporations - Representation (Sep 2025)
52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Sep 2025)
52.240-90 Security Prohibitions and Exclusions Representations and Certifications (Nov 2025)

<u>The following provisions are applicable if checked:</u>

☒ 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2024)
☒ 52.204-7 System for Award Management—Registration (Nov 2025)
☐ Alternate I (Nov 2025) to 52.204-7
☐ 52.204-90 Offeror Identification (Nov 2025)
☒ 52.207-6 Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts) (Aug 2024)
☐ 52.209-12 Certification Regarding Tax Matters (Oct 2025)

☐ 52.219-2 Equal Low Bids (Nov 2025)
☒ 52.222-5 Construction Wage Requirements, Secondary Site of the Work (Nov 2025)
☐ 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2021)
☐ 52.222-48 Exemption from Application of the Service Contract Labor Standards for Maintenance, Calibration, or Repair of Certain Equipment–Certification (Nov 2025)
☐ 52.222-52 Exemption from Application of the Service Contract Labor Standards for Certain Services-Certification (Nov 2025)
☐ 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (Oct 2020)
☐ 52.223-4 Recovered Material Certification (May 2008)
☐ 52.225-2 Buy American Certificate (Oct 2022)
☐ 52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate (Nov 2025)
☐ 52.225-6 Trade Agreements-Certificate (Feb 2021)
☒ 52.225-10 Notice of Buy American Requirement- Construction Materials (May 2014)
☐ Alternate I (May 2014) of 52.225-10
☐ 52.225-12 Notice of Buy American Requirement-Construction Materials under Trade Agreements (May 2014)
☐ Alternate I (May 2014) of 52.225-12
☐ Alternate II (Nov 2023) of 52.225-12
☐ 52.226-3 Disaster or Emergency Area Representation (Nov 2007)
☒ 52.228-1 Bid Guarantee (Sep 1996)
☐ 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (Jul 2025)

Other Applicable FAR Provisions

52.215-1 Instructions to Offerors—Competitive Acquisition (NOV 2025)
52.216-27 Single or Multiple Awards (Oct 1995)
52.217-5 Evaluation of Options (Nov 2025)
52.228-17 Individual Surety – Pledge of Assets (Bid Guarantee) (Feb 2021)
52.233-2 Service of Protest (Sep 2025)

AGAR Provisions

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

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

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

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

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

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

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

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

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.