SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER

2. CONTRACT NUMBER

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER
140L3726R0004

6. SOLICITATION ISSUE DATE
06/22/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME
Diane Barker

b. TELEPHONE NUMBER *(No collect calls)*
(208) 387-5544

8. OFFER DUE DATE/ LOCAL TIME
07/15/2026 1000 MD

9. ISSUED BY CODE LFA
BLM FA-NTL INTRAGCY FIRE CTR(FA250)
3833 S. DEVELOPMENT AVE.
BOISE ID 83705

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: % FOR:
[ ] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
[ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
[ ] 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 113210
SIZE STANDARD: $20.5

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
[X] SEE SCHEDULE

12. DISCOUNT TERMS

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
[ ] REQUEST FOR QUOTE (RFQ) [ ] INVITATION FOR BID (IFB) [X] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE
See Schedule

16. ADMINISTERED BY CODE LFA
See Schedule

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

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

18a. PAYMENT WILL BE MADE BY CODE

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	ADMINISTERED BY: BLM FA-NTL INTRAGCY FIRE CTR(FA250) 3833 S. DEVELOPMENT AVE. BOISE ID 83705 US FY26-2 Fall Consolidated Seed Buy Continued... *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

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

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

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

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*
Diane Barker

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The BLM National Seed Warehouse System has a requirement for the Fall Consolidated Seed Buy for various quantities to be delivered to multiple locations. Refer to the attached spreadsheet (Attachment 1 Bid Schedule) for list of requested seed types. This requirement will be awarded as firm fixed price multiple award contracts where you can bid for some or all of the requested seed varieties. The first delivery window will be from 8/17-9/4, see specification for detailed information. This requirement has one (1) option period for a second buy that will be conducted in late October. This requirement is posted as Full and Open Competition, not set aside for Small Businesses. However, a minimum of 6 awards will be reserved for entities that qualify as Small Businesses under the size standard of $20.5M for NAICS code 113210. It is the vendor's responsibility to ensure the offer package is complete. The Government is NOT obligated to notify or allow corrections for missing incorrect information. If any of the items listed below are not in the offer package, the entire offer is considered non-responsive and will not be eligible for Continued...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

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

STOCK RECORD (S/R)

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42a. RECEIVED BY *(Print)*	
		42b. RECEIVED AT *(Location)*	
		42c. DATE RECEIVED *(MM/DD/YYYY)*	42d. TOTAL CONTAINERS

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	award. Offer packages must include: 1. Offer spreadsheet, correctly filled out. 2. Past performance reference list with a minimum of 3 current references, not associated with the Consolidated Seed Buy. 3. Signed and dated complete SF1449 form. 4. Sign and Acknowledge Amendments, if applicable Submit bids via email to dbarker@ios.doi.gov. The SPREADSHEET (Attachment 1) should be renamed with the offeror's company name. Offerors should only complete Columns with yellow headers. Do NOT alter any other columns. Delete (don't hide) any rows that you are not bidding. Price per pound should be offered as 2 decimal places only. Lines where offered seed has more than 2 decimal places will rounded to 2 decimal places. If offered seed does not meet the exact requirements of the requested seed, that seed will be disqualified from receiving award consideration. Offerors must be registered in the System for Award Management website www.SAM.gov and be active before bids are being evaluated. Commercial item procedures utilized. Shipping shall be FOB Destination. Invoicing is required to be processed through IPP Invoicing per the attached IPP clause. Offeror's bid lines will be evaluated based upon the criteria provided in Section M of the Solicitation. Vendor bid lines will be ranked by lowest PLS price. SI sourced seed will be evaluated by the best source location to match project site location. Seed designated as Clean Seed can be evaluated first over seed without the designation. Period of Performance: 08/17/2026 to 12/17/2026 Continued...				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00010	See Attachment 1 Bidsheet for requested seed types. Delivery locations will be Boise ID and Ely NV Product/Service Code: 8730 Product/Service Description: SEEDS AND NURSERY STOCK Under the authority of Option to Add Additional Quantities, the BLM reserves the right to purchase additional quantities of seed, via a contract or unilateral contract modification, for a period of 120 days after the bid closing. Seed purchased via the modification shall be delivered within 15 days of the modification date. The process for requesting and awarding additional seed is as follows: Offeror's will be given the opportunity to update their bid by identifying seed that is no longer available or identify additional quantities available at the same bid price per the Bid Revision specifications. The additional quantity will be evaluated after original bids have exceeded a fair and reasonable price. Seed pricing and PLS rates cannot change throughout the Rounds. No new bid items can be added. Seed will be selected based upon the Evaluation Criteria listed in Section M of the specifications. For questions regarding this requirement, contact Diane Barker at 208 387-5544 or email dbarker@ios.doi.gov	1	LS		

Bureau of Land Management
—National Seed Warehouse System—

Consolidated Seed Buy 26-2

Spring Seed Buy

SOLICITATION # 140L3726R0004

Diane Barker, Contracting Officer
Brandon Brown, National Seed Coordinator
Date revision 05/2026

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SECTION A – IMPORTANT UPDATES AND INFORMATION

PLEASE NOTE THE FOLLOWING CLARIFICATIONS, CHANGES AND REMINDERS

IT IS THE CONTRACTOR'S RESPONSIBILITY TO READ THE ENTIRE SOLICITATION AND NOT RELY SOLELY ON THIS LIST.

*****The Master Bidsheet (Attachment 1) Award Document is the governing document and has precedence over the line item information in the contract.*****

IMPORTANT: No pre-bid meeting will be scheduled, instead Post-Award Orientation meetings will be scheduled to discuss paperwork, delivery, and tag information prior to delivery appointments.

Bid closing date: July 15, 2026, at 1000 MT time

Paperwork due at bid closing: Attachment 1 Bid Offer, filled out and signed Solicitation form and Amendments if required, and Past Performance references NOT associated with the current or past Consolidated Seed Buy.

Awards released by 08/12/2026

Delivery Schedule: 08/17/2026 – 09/4/2026. Week of 8/17 and 8/24 Boise. Week of 8/24 and 8/31 Ely

Sagebrush and Forage Kochia- New Harvest **and Freezer Stored** seed will have a delivery window of 11/2-12/17/26

> Important: Due to staff shortages the delivery window will be extended for an additional week, allowing 3 weeks for deliveries. However, the window will be split between the Boise window and the Ely window so that staff can travel to cover the two warehouses. The deliveries to Boise will be in the first 2 weeks of the schedule and Ely will be in the last 2 weeks of the delivery window. Exceptions may be approved of the split delivery window but will be very limited due to staffing.

***With staff changes, be sure to review the contact information in Section F for the warehouse contact phone numbers. Any delivery appointment emails should be sent to the BLM_ID_Seed_All@blm.gov email address and then identify if it pertains to Boise or Ely staff.

Deliveries will be to the Boise and Ely Warehouses only

This solicitation includes **1 option period** with a delivery schedule anticipated to be in November with the same split delivery window as the first round. The bid revision process will apply to this solicitation.

Estimated quantities will not be provided due to a high level of uncertainty regarding estimated needs. BLM encourages vendors to bid the seed types and pounds they have available.

Before submitting a bid, review the complete specifications including Section C-F, I, L, and M. The items listed below has either new information or areas of concern from previous Buys that need to be reviewed thoroughly.

1.) **Clean Seed Designation** in Section C 1

2.) **Out of Spec Designation** in Section C 1

3.) Noxious Weed Requirements-Section C 6

4.) New information on Non-Certified Seed- Section C 8

5.) **FREEZER STORED SEED REFRIGERATED SHIPPING** in Section D

6.) **Tagging requirements-** Section D 3

7.) **See Section E for full specifications on Sampling and Testing**

8.) **SEED COLLECTION PERMITS-** in Section E 8

9.) **SEED PROVENANCE OF WILDLAND COLLECTED SEED-** in Section E 9

10.) **SEED DELIVERY REQUIREMENTS-** in Section F

11.) **Moisture spec updated-** Section F 9

SECTION B - SUPPLIES OR SERVICES/PRICES

B.1 BID SCHEDULE

BID SCHEDULE IS ATTACHED SEPARATELY

File name is Attachment 1 Bid Schedule

A tab has been added to the Attachment 1 document with Instructions on how to fill out the form.

SECTION C - DESCRIPTION/SPECIFICATIONS

1.) SEED OFFERS

Offers must be submitted on the Attachment 1 "Bid Schedule". Offerors shall ensure bid information provided on the bid schedule truthfully and adequately represents the seed being offered for seed quality, variety/species, certification, and other requirements. Seed must be offered at a Pure Live Seed percentage (PLS) that accurately represents the seed being offered and that is reasonably supported by recent PLS testing completed by the offeror. Seed will be purchased and accepted based on the seed lot meeting all seed quality requirements for PLS, weed content, noxious weeds, and truth in labelling. Allowances (tolerance points) are provided to accommodate for natural variation in testing procedures (see section E C). Seed should only be bid that meets the BLM recommended minimum PLS as identified in attachment 1 "Bid Schedule" (see exceptions below for seed outside of specifications).

The Government reserves the right to award on any item offered in any category, or a combination of the categories, per the evaluation criteria specified in Section M of this solicitation, "Basis for Award," if it is in the best interest of the public and the best value for the Government to do so. All awards are contingent upon price reasonableness and the availability of funds at the time of award.

Sampling and Testing: Initial seed testing costs shall be paid for by the Offeror and included in the bid price offered for the item(s). The BLM will sample all seed lots after being delivered to the BLM's delivery location. Costs of sampling seed will be the responsibility of the Government. Samples will be sent to one of the preferred vendor labs (see Section E for seed sampling and testing details). **The costs of the first test will be the responsibility of the vendor and will be authorized using attachment 3**. Vendor preferred seed testing laboratories will be utilized and must be identified on the Bid Schedule. Only BLM approved seed testing laboratories will be allowed and are limited to Official State Seed Laboratories in Colorado, Idaho, Montana, Oregon, South Dakota, Washington, Wyoming, and Indiana Crop Improvement Association.

Substitutions: Within the requested seed types, do not offer alternate species for substitution within a stated variety on the attachment 1 Bid Schedule. For example, an offeror cannot offer Trailhead I Basin Wildrye or any other variety or species of grass under the Line Item listed as Trailhead II Basin Wildrye. The offeror will need to offer Trailhead I under its specific item number, or if the variety is not listed, then it can be offered in the Additionals section at the bottom of the bid sheet. The seed certification column cannot be changed as well. If the bid sheet shows certified seed is requested, and you have non-certified seed of the same variety, it must be bid below in the Additionals. For Sagebrush species, the Government is only requesting seed from 3 Eco-regions, as listed in the drop-down on the Attachment 1 Bid Schedule. Any other Sagebrush from other Eco-regions need to be offered in the Additionals section. Species substitution approvals will be the sole responsibility of the Government.

Seed bids will be competed on a lowest Pure Live Seed (PLS) price per pound. However, award amount will be for bulk price per pound, expressed with a maximum of two decimal places calculated from PLS price. If one offeror receives award of more than one item, simultaneous performance is required.

Minimum Bid Quantities: Offeror can choose to mark lines as minimum required pounds that need to be selected for award. The line needs to be marked as Minimum Bid (drop-down list in Program Category), the pounds need highlighted, and a note in the Additional information needs to indicate the minimum pounds required. By marking the line as a minimum required bid, the offeror's bid line might be skipped if the Government requires a smaller quantity of pounds.

Clean Seed Designation: Certified seed or previous harvest year crops can be bid as Clean Seed in the Program Category code column. Clean Seed is a lot that has been found to have no weed contamination or very low rates of common weed seed found. The Government can give preference and select lines at a higher PLS price that have the designation of Clean Seed over those that do not have the designation, if the price is deemed fair and reasonable. If your designated Clean Seed is found to not meet the specifications with a combined total of more than 3 seeds of contaminates found, the price reduction applied will bring your PLS price below the lowest priced line that was skipped. If no lines were skipped, then the price

reduction will be 5%. If multiple lots of Clean Seed fail to meet the specifications, then your company will be removed from eligibility to bid Clean Seed on future seed buys and the CPARS report will reflect the failure to meet your bid quality.

Transportation: All costs for shipping point(s) to destination shall be paid by the Contractor and included in the bid price offered for the item(s). The Contractor shall be responsible for any/all damage occurring in transit. See section D for details.

Additional Seed Offered: Vendors may offer additional seed not requested on the spreadsheet or seed that has a different certification than requested. There is no limit to the species nor quantities that are offered. The Government makes no guarantee to purchase seed offered in the Additional section.

Outside of Specifications Option: Offerors may submit seed lots in the additional seed category which would not otherwise meet the specifications on a regular bid variety. For example, if a vendor has a seed lot that would normally be bid as a regular line item, but the offeror knows the seed does not meet the specification for minimum allowable PLS, high weed or other crop content, that seed may be offered in the Additionals category. For seed that does not meet specifications, the vendor will select the "Outside of Spec" option from the Program Category column, note the reason why in the comments of the bid line, and supply a test showing the issue. The Government may consider seed not meeting specifications in the Additionals but is not obligated to purchase those lines over normally bid seed lines. This is an opportunity for offerors to bid seed that is known to not meet specifications, and for the government to consider it as an option for purchase. No seed with known Western States noxious weeds (excluding Arizona) will be purchased by the government. NOTE: Seed specifications may be included herein for items which are not specified in the seed price schedule.

2.) BID REVISION (used on multi-round buys only)

The bid revision process is in place for use in multi-round buys with an extended timeframe required to hold the offered price firm (refer to Section F.1). The bid revision process helps to mitigate some of the risk associated with the extended timeframe regarding the number of pounds offered, ***not the pricing***. The pounds can be reduced due to the crop not performing as expected, quality issues found, or selling the seed outside of the Consolidated Seed Buy; or additional pounds can be added due to the crop performing better than expected. ***The integrity of the seed buy must remain intact; the pricing cannot be manipulated.*** Any seed types and pounds submitted on the Bid Revision must remain available until the award information is announced.

All offerors will be given the opportunity, between rounds, to update their offer to show the pounds available for the next round. Instructions and examples will be provided regarding bid revisions. The pounds can be reduced, terminated (offer removed due to seed no longer available), or additional pounds added. The pounds cannot be shuffled from low priced lines to high priced lines or the opposite, as that could cause integrity issues when pounds are being shifted from different price points.

If a vendor terminates or reduces the pounds on a seed type, that vendor cannot add additional pounds to the same variety of seed at a different price point for the remainder of the Seed Buy. If a vendor terminates an awarded line, then all offered lines of the same species must be removed during the bid revision process. If a seed type requires a modification for any quality issue and the same lot is being offered on a later round, the vendor shall change the price to match the modification and provide a comment on the line.

When adding additional pounds, a vendor may add the pounds to any line that was originally offered.

No new bid offers are allowed during the bid revision process. Bid price, PLS rate, and Eco-region/seed transfer zone information cannot be changed.

Lines items and pounds offered on the bid revision shall be held and remain available until the awarded lines are identified. Seed types and pounds cannot be removed between the bid revision closing date and the announcement of the awards.

4.) FEDERAL SEED ACT, DESTINATION STATE LAWS, NOXIOUS WEEDS STATE LAWS

All seed offered must meet all requirements of the Federal Seed Act (7 U.S.C. §. 1551-1610 incl.) and the seed laws of the states of Arizona, California, Colorado, Idaho, Nevada, New Mexico, Montana, Oregon, Utah, Washington, and Wyoming, as applicable. Seed shall be correctly labeled according to Federal and State laws and must meet requirements for interstate shipment and truth in labelling laws.
All successful offerors shall comply with all Federal and State laws and licensing requirements for seed dealers, retailers, and/or wholesalers.

5.) SEED QUALITY

All seed offered must meet or exceed the following seed quality standards:

A. Visual: All seed will be inspected for cleaning requirements as stated in Section C.

B. PLS: Seed must meet offered PLS requirements as stated in the Attachment 1 Bid Sheet.

C. 0.25% or less Weed seed for all types of seed will be accepted.

D. Annual Brome limitation: Maximum amount allowed is 400 seeds per pound with 2 or more seeds found in the sample.

E. Amaranthus spp, Pigweed, waterhemp found, DNA test is required.

F. 2.00% or less Other crop for all seed except Thickspike Wheatgrass-Critana will be accepted

G. Thickspike Wheatgrass-Critana – up to 10.00% Slender Wheatgrass as other crop seed (per seed certification) will be accepted.

H. NO seed mixes will be accepted.

6.) NOXIOUS WEEDS

A. Under the Federal Seed Act, all agricultural seed will be subject for testing to comply with the standards of the USDA State Noxious – Weed Requirements (Prohibited and Restricted) and the Association of Official Seed Analysis (AOSA).

B. The Government will act in accordance with Noxious weed laws for the States of Arizona, California, Colorado, Idaho, Montana, New Mexico, Nevada, Oregon, Utah, Washington, and Wyoming.

C. All seed must qualify for acceptance by meeting all combinations (prohibited and restricted) of ***noxious weeds for all western states*** listed; otherwise, the entire lot of seed will be rejected at the government's discretion. Exceptions may be made, at the discretion of the government, for newly listed prohibited and restricted weeds for Arizona. BLM may choose to accept seed from lots that test with newly listed Arizona noxious weeds that are deemed to be common weeds in other listed western states, examples include cheatgrass, kochia, pigweed, and possibly others.

7.) DETERMINING PURE LIVE SEED CONTENT

Offerors shall insert, in the space provided in the attachment 1 Bid Schedule, the Pure Live Seed (PLS) rate which is a calculation of the percent of purity and germination/TZ of the seed offered under each item. Failure to furnish this data for an item on which an offer is made, will result in rejection of that item. The following calculations shall be utilized to determine pure live seed percent (% PLS) and the pure live seed price ($ PLS), the following formula shall be used:

$$\frac{(\%\ \text{Purity}) \times (\%\ \text{TZ})}{100} = \%\ \text{PLS}$$

$$\frac{\text{Offered Price \$}}{\text{PLS}} = \$\ \text{PLS}$$

The PLS rating and PLS price shall be stated to a maximum of 4 decimal places, rounding the 4th place up if the 5 decimal place is 5 and above.

8.) ORIGIN AND SOURCE REQUIREMENTS

A. CERTIFIED SEED: For a definition of the various certified classes refer to the Association of Official Seed Certifying Agency (AOSCA) website at www.aosca.org. Once you enter the site click on programs, then "seed certification". Also, click on "Pre-Variety Germplasm" to download the publication titled "How AOSCA Tracks Wildland Sourced Seed". This publication explains the certified pre-variety germplasm (PVG) program specified in the next section.

i. RELEASED VARIETIES: Certified Seed of released varieties ***(Letter designator (A) in the Bid Schedule)*** is field cultivated seed of native or introduced species produced according to rules established by AOSCA and official state seed certification programs. Wild collected (e.g. released varieties such as Lassen Antelope Bitterbrush or Hobble Creek Sagebrush, can be classified as certified when specific collection areas have been established). Classes of certified seed are foundation (white tag), registered (purple tag), and certified (blue tag).

ii. All blue, white and purple tag certified seed shall meet the AOSCA quality standards and/or State standards, whichever is stricter, for the State in which the seed was certified or of seed origin. Visit the website at http://aosca.org.

iii. Seed varieties which have plant variety protection (PVP) shall be tagged with official tags from the company which owns the rights to the variety showing authorization for use of the plant materials.

B. PRE-VARIETY GERMPLASM (SEED LETTER DESIGNATED PVG IN THE SEED PRICE SCHEDULE): Certified Pre-Variety Germplasm (PVG) seed is either wild collected or field cultivated seed of native or naturalized species produced according to rules established by AOSCA and official state seed certification programs. PVG seed tags include verified source information of county, state and elevation of both the site or original collection and the site of field production, if applicable. Three categories of certified PVG may be accepted:

i. Tested Class (light blue tag) is designated as germplasm for which progeny testing has proven desirable traits to be heritable.

ii. Selected Category (S) (green tag) ***(Letter designator (S) in the schedule),*** seed is designated as germplasm showing promise of desirable traits, having been selected either within an accession or plant population or as a common site comparison among accessions or populations of the same species.

iii. Source Identified (SI) Category (yellow tag) ***(Letter designator (SI) in the schedule)***, is seed designated as unevaluated germplasm identified only as to species and location of the wild growing parents. The majority of certified PVG wildland collected seed offered is tagged Source Identified.
PVG certification tags shall include the scientific and common species' names: specific germplasm identification (information applicable); ***Eco-Region and Provisional Seed Transfer Zones***; (latitude may be included if customer requests from certifying agency of the seed germplasm source site and whether or not it is indigenous on that site; the G0 location and generation of a seed increase field from which the seed was harvested (if applicable); and whether the tagged seed is natural –track or manipulated track in status (meaning whether or not the seed germplasm has been altered or manipulated during the original collection or during subsequent cultivated production. The G0 information- Eco-region and Seed Transfer Zone must be included on the Attachment 1 Bid Schedule and it will be utilized as the source location information to select the best material to match the project location. The seed increase field collection site shall be noted in the additional information column on the Attachment 1.

Offeror must indicate one (1) Omernik Level III Eco-Region and one (1) Provisional Seed Transfer Zone per offer on the bid sheet.

Links to Provisional Seed Transfer Zones Reference
https://research.fs.usda.gov/pnw/products/dataandtools/interactivemaps/seed-zone-webmap
https://usfs.maps.arcgis.com/apps/webappviewer/index.html?id=229eb45b7cc2456db6d1ad866145d397

Link to Omernik Level III Eco-Region Reference
https://www.epa.gov/eco-research/level-iii-and-iv-ecoregions-continental-united-states

C. NON-CERTIFIED SEED - ONLY IN OTHER OFFERED CATEGORY (***Letter designator (B) on the schedule***):

i. All other seed that is not certified.

ii. Seed purchased as non-certified will be labeled with an analysis tag. Refer to Packaging and Marking for Analysis tag requirements in Section D 3.)

iii. For seed that is normally classified as certified, Selected, or Source Identified seed, but is being offered as non-certified or AOC, in the notes column provide information as to why it is not tagged as the normal classification.

9.) DEBEARDING AND CLEANING REQUIREMENTS

All seed shall be cleaned so that no stems or debris longer than ¾ inch remain unless stated otherwise in these specifications. Awns removed from seeds shall be cleaned out of the seed.

A. Bottlebrush Squirreltail: Debearding – seed shall be processed and cleaned so that a minimum of 90% of the individual seeds have less than 1/8" in length of the awn remaining. The remaining 10% of the seeds shall have awns less than ½" in length.

B. Needle and Threadgrass: Debearding – Needle and Thread seed shall be processed, and awns cleaned so that a minimum of 90% of the individual seeds have less than 1/8" in length of the awn remaining. The remaining 10% of the seeds shall have awns less than ¼" in length.

C. Fourwing Saltbush: Cleaning - Fourwing seed shall be dewinged and cleaned.

D. Winterfat: Cleaning: Winterfat seed shall be cleaned of all stems and other debris to pass through a 5/16-inch mesh screen.

E. Bitterbrush: Seed must be cleaned of all pericarp material (leathery or paper covering over the seed/achene) to the point that the seed coat is fully exposed.

10.) SEED INOCULATION AND SEED TREATMENT

A. All alfalfa seed shall be inoculated with an inoculant specifically manufactured for alfalfa and shall be applied as specified by the manufacturer. Shelf life of the inoculant shall be a minimum of 12 months from delivery of inoculated seed. All seed bags shall be tagged with the name of manufacturer and expiration date of inoculant.

B. A Safety Data Sheet (SDS) is required upon delivery of any seed which has been treated with an inoculant or any type of coating.

C. If seed other than alfalfa and other legume seed is inoculated or coated with treatments of other kinds, that seed can be offered, but the inoculant must be identified and a SDS or a product data sheet must be submitted with the bid. This inoculant or seed treatment must be identified in the offer and can be a factor in the selection.

11.) IMPORTED SEED

All seed imported from outside the United States shall comply with the importation laws of the Federal Seed Act and be cleared for admittance by the United States Department of Agriculture (USDA) prior to delivery. Imported seed shall be labeled according to the Federal Seed Act and proper USDA documentation shall be submitted to the COR prior to delivery. For seed offered under this solicitation ORIGIN (where the seed is grown in a cultivated field) shall be from a country or state of North America only.

12.) DEFINITIONS

ANNUAL BROME is any ANNUAL BROME SPECIES OF SEED which has characteristics that are non-native, invasive and weedy which include the following varieties *Bromus secalinus*, *Bromus tectorum*, *Bromus rubens*, and *Bromus japonicas*, however the list may not be all inclusive.

CULTIVATED PRODUCTION: Seed harvested from land (Public and private) that is intentionally planted or seeded for the production of crops. Does not include areas seeded for rehabilitation, stabilization or restoration.

F.O.B: (freight on board) destination

GENERATION 0 (G0): Seed from the original wildland collection site or a germplasm which has gone through genetic manipulation and is now defined as a new G0 manipulated germplasm.

GENERATION 1 (G1): The first generation harvested from a seed production field planted with G0 seed or germplasm which has gone through genetic manipulation and is now defined as a new G1 manipulated germplasm.

GENERATION 2 (G2): Fields planted from G1 seed or plants.

GENERATION 3 (G3): Harvested from fields planted with G2 plants or seed.

INTRODUCED (Seed bid items designated with the letter (I)) (synonyms: non-native, exotic, naturalized or foreign): A species, subspecies, or varieties not part of the indigenous plant community on a site prior to 1800.

NATIVE (Seed bid items designated with the letter (N)): A species or subspecies with natural occurrence (indigenous) on a site of defined geographic area prior to 1800. The site may be described by floristic books and documented information from USDA-NRCS ecological site data, PLANTS database, etc. A native species may be described by the States, counties, ecoregions, and major land resource areas of natural occurrence.

OFFER: The FAR definition of offer is- An offer is a response to a Solicitation that, if accepted, would bind the offeror to perform the resultant contract. Responses from solicitations for requests for proposals are offers called proposals.

ORIGIN (Definition according to the Federal Seed Act): The State, District of Columbia, Puerto Rico, or possession of the United States, or the foreign country, or designated portion thereof, where the seed was grown (Federal Seed Act).

PLANT VARIETY PROTECTION (PVP): A variety may receive Federal PVP status which means the germplasm is protected against unauthorized propagation. A variety protected under Title 5 of the PVP Act must be sold by variety name and as a class of certified seed.

REHABILITATED SITE: Public or private land which has been planted with seed of known and/or unknown seed source and origin.

SOURCE: The location or site where the seed was collected from a natural stand or naturalized area, or rehabilitation site where no selection or testing of the parent population has occurred (G0). Production location may also be identified (G1, G2, G3...). (AOSCA). For Government, the Source information is to include Eco-Region and Provisional Seed Transfer Zone of the collection location and the species name.

VARIETY/ CULTIVAR: A cultivated variety of any species or subspecies. A subdivision of a species or subspecies which is characterized and selected for by growth, plant, fruit, seed or other characteristics by which it can be differentiated from other sorts of the same species or subspecies (Federal Seed Act). For example: 'Hycrest' Crested Wheatgrass, 'Luna' Pubescent Wheatgrass, and so forth.

VARIETY NOT STATED (VNS): Seed trade term used to indicate that the seed in question maybe a variety, or mixture of varieties, but the variety identify is not officially verified by a seed certifying agency. VNS is always uncertified. The Government relies on the integrity of the offeror when providing a variety name on a non-certified named variety.

WILDLAND COLLECTED: Seed collected from Wildlands, i.e. Public or private land that is non-cultivated (areas of plant growth not intentionally planted or seeded for the production of crops).

SECTION D - PACKAGING AND MARKING

The following are the Offeror's responsibilities in advance of delivery of awarded items.

1.) SEED SAMPLING AND TESTING

A.) The vendor shall provide an Attachment 3 filled out (except sampler, sampling, and lab information) and signed prior to delivery for each seed lot, at each delivery location. The vendor shall send the Attachment 3, shipping documents, and SI collection permit(s) if applicable, to the BLM_ID_Seed_All@blm.gov group email address prior to delivery.

B.) The offeror shall designate two different approved seed labs (Refer to Section C for listing) in the BID schedule (Attachment 1), as their facilities of preference. The government will pull an official AASCO certified seed sample at the government facility upon delivery of the seed lot, and the sample will be sent to one of the two labs listed as preferred by the vendor. **The offeror will be responsible for the payment of the first test.** Additional samples and testing may be conducted at the discretion of the BLM, those samples/tests will be sent to the BLM lab of choice and paid for by the BLM. If a lab is not designated by the offeror on the schedule, the Government will utilize any approved seed testing facility. **See Section E for seed sampling and testing procedures.**

C.) Seed test analysis will include purity (inert, other crop, weed seed), TZ, Western States Noxious Weed Exam, and species check for invasive annual brome species. Additional information on the seed test result is needed for all Source Identified (SI) seed. Source Identified (SI) will need the Eco-Region and Provisional Seed Transfer Zone. **"Example"** ***(Snake River Plain 10-15 Deg. 6-12 AI).***

D.) For replacement or reconditioned seed, the same procedures apply.

2.) SEED BAGS

A) All seed shall be delivered in 50 pound bags except for:

i. 40 pound bags: Sagebrush
ii. 25 pound bags: Blue Grama, Sideoats Grama, Purple Threeawn, Prairie Junegrass
iii. 25 or 50 pound bags: All forbs
iv. 20 pound bags: Winterfat, Galleta Grass
v. 10 pound bags: Spiny Hopsage
vi. Other "fluffy" seed as determined on a case-by-case basis.

B) No deviations in bag size will be accepted unless noted above, or as accepted by the COR prior to delivery.

C) All seed bags shall be sound, clean, and made from standard poly or woven sacks of similar strength and characteristics. Burlap bags will not be accepted. If the seed is treated with a chemical, then a lined paper bag is the only accepted packaging with special markings and Safety Data Sheet information. Any bags received which are not sound will be rejected and must be re-bagged or replaced by the vendor to meet contract specifications for pounds and bag material. Needle and Thread grass seed shall be double bagged.

i. The weight of the actual bags shall not be included in the stated weight of the seed delivered.
ii. The lot number for all seed shall be marked on the bag (stenciled or marked with indelible ink).

3.) SEED TAGS

A) A label (the analysis tag) must be attached to each bag of seed **and clearly visible when seed is stacked on a pallet**. Certified, Source Identified and Selected Class seed shall have the required certification tags also attached. Seed of private varieties shall be marked as required by the owner of the variety. Incomplete analysis tags may be cause for rejection of seed. The cost of the bags, labeling, inspections, and certifications (if required) shall be included in the bidder's price.

B) Analysis Tag is required for each seed bid item with the following information:

i. Lot Number
ii. Name and Address of Shipper
iii. Species (Common and Latin), and Variety
iv. Purity
v. Germination/TZ
vi. Crop Seed:
vii. Weed Seed:
viii. Inert:
ix. Noxious Weed Seed and States Tested for
x. Origin Location of seed source/origin: Eco-region and Seed Transfer Zone
xi. Test Date
xii. Weight of Bag
xiii. Reference Certified lot number if company assigns new lot number (on the analysis tag)
xiv. Title of Seed Buy (Spring 26-2)
xv. Government SSID #

4.) PALLETS

A) All seed, unless prior arrangements are made, must be shipped and delivered on pallets in good order and condition to the point of delivery specified in the contract. If the contractor chooses to ship seed not on pallets, the delivery personnel are required to unload the seed, stack on pallets and wrap. All supplies must be provided by contractor. **Palletized seed must be delivered in a condition that can be safely unloaded with a forklift. Pallets that are not securely wrapped, tipped over, or excessively leaning or bulging may be rejected and returned to the contractor for repackaging.** Seed will only be accepted on a pallet sized 48" X 40" unless prior approval has been made with the receiving warehouse. Seed bags cannot hang over the four sides of the pallet. If using a girdle of cardboard, the pallet must be shrink-wrapped prior to adding the girdle to allow for easy removal of cardboard to verify bag count. **A slip-sheet (piece of cardboard the same size of the pallet) shall be placed on top of the pallet before seed bags are stacked on pallet.** Seed bags damaged due to improper handling or improper protection from the elements will not be accepted or will be subject to other considerations as determined by the Contract Officer (CO). In the event the Government must restack the seed bags because they were delivered not meeting the specifications, the Government will charge the Contractor the actual cost incurred by the Government in performing these services or require the contractor to remedy the issue.

B) Each pallet of seed needs to be clearly marked as to species, vendor name, SSID #, lot number(s) and number of pounds of each lot.

C) Where multiple species or lot numbers are included on a single pallet, the distinction between lots and/or species, that have four (4) or more bags, shall be placed separately on its own single pallet that is securely wrapped and clearly marked to have distinct separation from the different lot and/or different species. Multiple pallets can be stacked and wrapped together BUT cannot exceed 54". A slip-sheet shall be placed between lots and/or species that have less than 4 bags and clearly identify the separation on mixed pallets.

D) If a pallet exceeds 54" (inches) in height, another pallet must be inserted before additional seed is stacked for shipping. Unless prior approval has been made with the receiving warehouse. **A slip-sheet will be placed on top of the pallet before additional pallets are doubled stacked.**

5.) SHIPPING DOCUMENTS

E) To ensure that the correct lot number is being matched to the intended Purchase Order line-item number shipping paperwork MUST INCLUDE in an Excel spreadsheet/Table format:

1) *Contract Order Number # 140L3726(P)00001 or (C)00001*
2) *Line Item #180*
3) *SSID #2059*
4) *Species/Variety: Stabilizer*
5) *Lot Number: CBA321*
6) *Pounds: 1,000*
7) *Delivery Location*

F) For every shipment prior to delivery, each contractor must provide the below shown itemized list sent **via email** to blm_id_seed_all@blm.gov for each warehouse delivery. The itemized form is provided as Attachment 4. **Contractor will be required to provide a separate itemized list that corresponds to each truck load if multiple or partial loads are being delivered.**

EXAMPLE SHIPPING DOCUMENT FROM ABOVE:

Required Documentation:
1.) Attachment 3 for seed testing
2.) SI Collected Seed, permit/authoriztion needs submitted with this document

Company Name:	**ABC Seed Company**
Contract #:	**140L372C00xx**
Warehouse Delivery location:	**Boise, Ely, or Shoshone**

SSID #	Contract line #	*Certification Type	Seed Type Common Name	Harvest Year	Lot #	Pounds
2059	10	A	Stablizer, Siberian Wheatgrass	2023		
2064	20	A	Vavilov II, Siberian Wheatgrass	2022		
2075	80	A	Mtn Brome, Bromar	2023		
2580	100	SI	Showy milkweed	2022		
		*****	Examples**********			

Tab on Attachment 1 with this shipping document example. Attachment 4 is the usable form.

6.) FREEZER STORED SEED REFRIGERATED SHIPPING

Prior harvest sagebrush, winterfat, spiny hopsage, rabbitbrush and forage kochia are required to be shipped via refrigerated shipping at a minimum of March 1st thru October 31st. but may be required outside of that window depending on weather conditions. Consultation with the COR should occur to determine if refrigerated shipping is required beyond October 31. Refrigerated shipping shall keep the seed at 32 degrees F or below. Shipping temperature above 32 degrees F will be subject to termination by the Contracting Officer.

SECTION E - INSPECTION AND ACCEPTANCE

1.) INSPECTION (TESTING) AND INITIAL ACCEPTANCE

All seed will be subject to visual inspection and seed testing Acceptance of delivered seed hereunder shall be made at the point of destination as indicated in Deliveries or Performance.

2.) SEED SAMPLING AND TESTING PROCEDURES

A) All awarded seed lots will be sampled and tested before acceptance. Lots that receive multiple tests will be averaged for the final PLS. Weeds found or percentages of weeds will not be averaged. Any test showing common weeds above 0.25%, annual brome above 400 seeds/lb, or any western states prohibited or restricted (found above the allowed limit) noxious weeds will be sufficient to reject the entire seed lot.

The seed delivered under the contract(s) shall be subject to such inspection and tests as may be determined by the Contracting Officer, Contracting Officer Representative or Project Inspector to be necessary to ascertain conformance with the specifications stated herein. Acceptance of, or the waiving of the inspection and tests of any seed will in no way relieve the Contractor of the responsibility for furnishing seed meeting the requirements of the contract(s).

Each lot shall be purchased on the basis of a laboratory report(s) of analysis on which the testing for purity, viability, and noxious weeds conducted in accordance with the most current version of the AOSA rules for testing seeds when such rules exist for that species

B) Government Sampling and Testing

i. All seed will be sampled and tested prior to acceptance to ensure the seed lot meets the specifications for seed quality. The BLM will sample all seed lots after being delivered to the BLM's delivery location. The BLM will pull 2 samples from each seed lot and mail one sample to one of the vendor's preferred seed laboratories which was identified on the bid schedule. **The costs of the first test will be the responsibility of the vendor and will be authorized using attachment 3**. The second sample will be held in reserve, used for a BLM spot check, or used for additional testing as necessary.

ii. All seed may receive spot checks as determined by the Government. Spot checks will be sent to the BLM lab of choice and paid for by the BLM.

iii. BLM may utilize a variety of options to pull samples of seed lots at the BLM's location after seed delivery. Options for pulling samples may include a mix of BLM personnel, other agency personnel, contractors, or agreement holders. All personnel pulling samples will be certified samplers as prescribed by AASCO.

iv. Samples will be pulled at the earliest possible time after delivery and generally will be within 2-5 business days depending on overall delivery quantities. All samples will be mailed to the respective laboratory within 2 days of being pulled. Samples pulled from freezer stored seed will be held in cooler/freezer until mailing and will be mailed with ice packs or other means or transported in freezer/cooler conditions to ensure the seed remains chilled during transport.

v. For lots that are delivered to multiple warehouses, the sample will be pulled from one or more of the warehouses receiving the seed lot at the Government's discretion.

vi. Seed test analysis will include purity (inert, other crop, weed seed), TZ, noxious weed exam for all western states, and annual brome species check.

vii. Seed will be subject to visual inspections. The Government may reject a seed lot based on the visual inspection of cleaning specification standards.

viii. Copies of the initial seed analysis test results must be sent directly to the BLM from the laboratory at blm_id_seed_all@blm.gov and the offeror. The BLM will NOT accept any seed test results that are not sent directly to the BLM from the issuing seed laboratory. Seed test results that are forwarded by the vendor to the BLM will not be accepted.

ix. The test results shall determine final acceptance, rejection and/or payment terms.

C) Testing of replacement or reconditioned seed lots

Seed that is required to be replaced or reconditioned will follow the same sampling process as identified for the original delivery. Seed shall be shipped to the BLM and the sampling of the replacement/reconditioned lot will be conducted by the BLM. Sample will be sent to one of the two vendors originally identified preferred seed laboratories and will be paid for by the vendor utilizing the attachment 3. Replacement/reconditioned lots are subject to additional spot testing at the BLM's discretion.

D) Additional testing that may be conducted by the Government

All seed lots may be subject to additional testing by the government to ascertain the species or variety of the seed lot at the discretion of the government. Due to the length of time required for species and varietal testing, seed may be accepted through the regular testing process, but later rejected if the seed is found to be of a different species or variety than stated by the vendor.

3.) APPROVED SEED TESTING FACILITIES

A) Approved Facilities include Official State Seed Laboratories in Colorado, Idaho, Montana, Oregon, South Dakota, Washington, Wyoming, and Indiana Crop Improvement Association.

B) Additional laboratories will be considered if found to be beneficial or required. Any new labs that want to be considered as an approved seed testing facility will have to apply with the following criteria required:

1. Hold an Accredited Seed Lab (ASL) certification from the USDA or be accredited with ISTA.
2. Provide resumes, qualifications, and certifications
3. Perform testing on 4-6 Government supplied samples

C) Seed Laboratories may be removed from the approved list at any time, at the discretion of the Government.

D) Contractors with close business connections to an approved seed lab will not be allowed to use their services for seed lot testing. Offerors are cautioned that they must not include any testing laboratories that are associated with the offerors firm in any fashion such as having a financial interest, controlling interest, or associated interests. Inclusion of any associated laboratories may pose either an actual or potential conflict of interest and may prove detrimental to the evaluation of the offer and subsequent possible awards.

4.) PURE LIVE SEED (PLS)

A) DETERMINING PLS

For the purpose of determining the percentage of pure live seed for the acceptance of seed (% PLS) the following formula shall be used:

$$\frac{(\%\ \text{Purity}) \times (\%\ \text{TZ})}{100} = \%\ \text{PLS}$$

B) PLS TOLERANCE

Seed delivered under this contract will be allowed PLS tolerance (percentage) points as stated in Table 1 to allow for natural variation in sampling and testing procedures. The Government reserves the right to test any seed received in addition to the initial testing paid for by the offeror. Seed will be accepted or rejected based on the following tested PLS scenarios:

Tested PLS within Tolerance Limits and Above the BLM Recommended Minimum PLS:
If the seed from the first test is at the offered PLS or within the allowed tolerance limits in Table 1, is above the recommended BLM minimum PLS, and meets all other specifications for quality, the Government will purchase the seed at the full price offered on the Bid Sheet.

Tested PLS Below Tolerance Limits and Above the BLM Recommended Minimum PLS
If the PLS from the first test is less than the offered PLS, and below the acceptable tolerance points in Table 1 - Allowable Tolerance Points, is above the BLM recommended minimum PLS, and all other quality standards have been met, the Government will purchase the seed at a calculated price reduction. Payment at a reduced unit price shall be the full compensation due and payable to the Contractor for seed accepted under this condition. Payment will be computed using the following formula:

$$\textbf{Reduced Unit Price} = \frac{\textbf{Tested \% PLS} \times \textbf{Offered Unit Price}}{\textbf{Offered \% PLS}}$$

Tested PLS within Tolerance Limits and Below the BLM Recommended Minimum PLS:
If the seed from the first test is below the offered PLS and within the allowed tolerance limits in Table 1, is below the recommended BLM minimum PLS, and meets all other specifications for quality, the Government may exercise one of the following options.

i. The Government may choose to accept the seed at a calculated price reduction using the same formula as above.

ii. The Government may choose to reject the seed. Rejected seed shall be reconditioned or replaced by the offeror. The offeror has the option to recondition or replace the rejected seed lot.

Tested PLS Below Tolerance Limits and Below the BLM Recommended Minimum PLS:
If the PLS from the first test is less than the offered PLS, outside of the allowable tolerance in Table 1,and below the BLM recommended minimum, and meets all other specifications for quality, the Government may exercise one of the following options.

i. The Government may choose to accept the seed at a calculated price reduction using the same formula as above.

ii. The Government may choose to reject the seed. Rejected seed shall be reconditioned or replaced by the offeror. The offeror has the option to recondition or replace the rejected seed lot.

iii. The Government may elect to reject the seed without replacement. If the seed does not meet contract specifications and time does not allow replacement, the seed may be rejected, and the contract terminated for convenience.

THE GOVERNMENT IS NOT OBLIGATED TO ACCEPT ANY SEED LOT THAT FALLS BELOW THE BLM MINIMUM OR THE STATED TOLERANCE POINTS IN THE TABLE 1

C) ERRONEOUS TESTS:

At the discretion of the Government, if the first two tests or the offered PLS and the 1st test vary by more than the percentage points in Table 1, an additional test may be requested by the vendor and approved by the CO. The Government will pull the sample, if the 2nd choice lab hasn't been utilized yet, the sample will be sent there otherwise, the BLM will choose the lab and ship the sample for testing. The two tests with the closest results will be averaged for the purpose of final acceptance or rejection as well as for payment. Whomever requested the additional test (BLM or seed contractor) is the responsible party for payment of seed laboratory charges. If the seed contractor is responsible for payment a new Attachment 3 will be requested to authorize the payment.

TABLE 1. Allowable Tolerance Points of Offered PLS versus Tested PLS

ALLOWABLE TOLERANCE POINTS TABLE		
PLS Offered (%)	Tolerance Percentage points	Test variance percentage points allowed to determine if test is erroneous
80-100	7.00	15.00
60.00-79.99	6.00	13.00
40.00-59.99	5.00	11.00
20.00-39.99	4.00	9.00
0-19.99	3.00	7.00

5.) COMMON WEEDS

Seed lots that fail to meet the specifications for weed limits in Section C as demonstrated through testing will be rejected by the Government. If tested seed has common weeds or annual invasive bromes above the allowable limits the seed will be rejected, and the government may exercise one of the following options:

A) The Government may reject the seed and require the offeror to recondition or replace the seed. Replacement seed must meet the same requirements, species/variety, and seed provenance (for SI seed) as the original offered seed lot. Proposed substitutions may only be accepted by the CO or COR in writing.

B) The Government may elect to reject the seed without replacement. If the seed does not meet contract specifications and time does not allow replacement, the seed may be rejected, and the contract terminated for convenience.

C) The Government may elect at their discretion to accept seed at a negotiated price reduction before or after reconditioning of seed that is found to have common weeds or annual brome above the allowed limits.

6.) NOXIOUS WEEDS

Seed lots that fail to meet the specifications in Section C for noxious weeds as demonstrated through testing will be rejected by the Government. The Government is not obligated to accept any seed lot that has prohibited noxious weeds or noxious weeds above the restricted noxious weed limits in any of the western states listed in Section C. If tested seed has noxious weeds that do not meet all combinations (prohibited and restricted) for all western states identified in Section C, the seed will be rejected, and the government may exercise one of the following options:

A) The Government may reject the seed and require the offeror to recondition or replace the seed. Replacement seed must meet the same requirements, species/variety, and seed provenance (for SI seed) as the original offered seed lot. Proposed substitutions may only be accepted by the CO or COR in writing.

B) The Government may elect to reject the seed without replacement. If the seed does not meet contract specifications and time does not allow replacement, the seed may be rejected and the contract terminated for convenience.

7.) SEED COLLECTION PERMITS

A) The BLM must ensure that seed purchased under this contract was legally collected with proper permission.

B) The contractor shall provide all permits or agreements that authorized the collection of wildland collected species. Permits, in their entirety, must be provided for any collections on federal or state lands. For collections on private lands, a permit or signed agreement from the private landowner with their contact information provided. Authorization paperwork must be included in their entirety, show species and amount (pounds) authorized to collect, and must include a map or sufficient locational information (e.g., Township, Range, Section, Lat/Lon, UTM, etc.) of the collection area, and any attachments. The Government will only use this information to verify the legitimacy of the collection.

C) A seed lot may be partially accepted or rejected based on provided seed collection documentation. For seed lots that exceed the amount of seed allowed to collect on the provided seed collection permits/agreements, the government may reject the entire seed lot or may reject the portion of seed that exceeds the permitted pounds allowed under the permit/agreement. (For example, if the vendor sells the government 3,000 pounds of a seed lot but can only provide permits/agreements documentation for 1,000 pounds of collection, the BLM may choose to accept 1,000 pounds or reject the entire seed lot.)

8.) SEED PROVENANCE OF WILDLAND COLLECTED SEED

The BLM may reject a seed lot that does not have clearly identified and trackable seed provenance. Information on seed vendor analysis tags and state issued tags must match. Seed tag information must be the same ecoregion and seed transfer zone the contractor provided on the bid sheet upon which the award was made. Site inspection reports from the seed certifying agency and seed collection permits/agreements must validate the claimed ecoregion and seed transfer zone. Failure to properly document or identify the correct ecoregion and/or seed transfer zone will result in non-compliance with the terms of the contract.

9.) MOISTURE CONTENT

Moisture content of all seed must be equal to or less than 10% by weight. If the Contractor delivers seed which exceeds the maximum allowable moisture content, such seed shall be rejected by the Government, unless it is in the best interest of the Government to accept the seed. Allowances may be made, at the discretion of the government, for seed that exceeds 10% moisture content that is delivered during extended periods of high relative humidity (>50%).

Delivery of a seed lot for seed with a high fluctuating moisture content must account for differences in bag weight due to moisture changes. The contractor shall ensure all bags meet the required bag weight and shall account for potential weight loss due to moisture loss. A 2% variance will be allowed to account for moisture loss, meaning that a bag weight shall not be less than 2% of the purchased bag weight. (Example: a 50-pound bag may be acceptable at weights between 49 - 51 pounds.)

10.) ACCEPTANCE AND PAYMENT

A) Final acceptance of all seed to be delivered under this contract shall be the responsibility of the Contracting Officer. Quality of the deliverables is subject to verification by the Contracting Officer's Representative (COR) or Project Inspector (PI), with final payment to be withheld pending completion of any necessary rework by the Contractor.

B) Where more than one lot of seed is furnished under a single schedule item in the contract, payments will be made based on the entire line, not the results of each individual lot making up the total quantity under such schedule item. **Seed from individual lots not meeting the minimum requirements set forth in the Specifications will be subject to deductions or rejection, as hereinafter provided**.

C) The decision to accept or reject seed is determined by the COR/CO and may be based on local needs and situations.

D) Final acceptance will be deemed to occur only after the COR has received a copy of all the following at the specified delivery location:
   i. Seed analysis request form (Attachment 3)
   ii. Favorable seed test and visual inspection
   iii. Physical seed of the same favorable seed test lot
   iv. Documentation of permission to collect for all wildland collections (SI) (Agency collection permit, and/or private landowner agreement). Documentation must identify species, amount, location, and include authorization from appropriate landowner/agency.
   v. If a line item is delivered without proper documentation, it will be considered an incomplete delivery. The Offeror will have 10 calendar days or until the contract final delivery date to correct the deficiency, or the Government has the right to reject/terminate the line or assess a late fee.

11.) REJECTED SEED:

The Government may choose to terminate or have the offeror recondition or replace rejected seed as found in Section E.4. The contractor shall also remove or cause to be removed the rejected seed within **five** (5) calendar days. If the rejected seed is not removed from the Government's warehouse within five (5) calendar days from the date of receipt of notice of rejection the Government may elect to terminate the contract for cause and charge the Offeror storage costs and/or may arrange for the seed to be shipped to the Offeror C.O.D. Re-procurement charges may be assessed to the Offeror if the seed is still needed, otherwise, actual damages may be assessed as determined by the Contracting Officer.

If storage costs are charged, they will be based on commercial rates for the area involved and will be deducted from payments otherwise due the Contractor, for each day exceeding 5 days until the seed is removed.

Upon redeliver of the reconditioned or replaced seed, samples will be pulled by the Government and tested as described in the Seed Sampling and Testing section E.2. The number of deliveries, pickup, and redelivery per awarded line is capped at 3, the original delivery, pickup of the rejected lot, and delivery of reconditioned or replacement lot. All freight and drayage charges in connection with seed that is rejected will be borne by the Contractor.

The Contractor may be given one opportunity to replace rejected seed if time allows. If reconditioned or replacement seed delivered is also rejected the Government may terminate the contract for cause. Re-procurement charges may be assessed to the Contractor if the seed is still needed, otherwise, actual damages may be assessed as determined by the Contracting Officer

The same delivery requirements apply for delivery and pick-up of replaced and reconditioned lots, see Section F for shipping requirements.

A) REPLACED SEED

If seed delivered under the contract is rejected, and a replacement is required, the Contractor must promptly **REPLACE** such seed **within 10 calendar days of the written rejection notification**. Replacement seed must meet the same requirements, species/variety, certification, and seed provenance (for SI seed) as the original offered seed lot. Proposed substitutions may only be accepted by the CO or COR in writing

B) RECONDITIONED SEED

If the rejected lot is removed to be reconditioned and redelivered, the lot will require a new lot number-- A **NEW LOT NUMBER MUST BE ASSIGNED** to that seed by the Contractor. Reconditioned seed shall be returned as soon as possible or no more than 25 days from rejection notice without CO approval. Reconditioning of lots will be limited to one (1) retesting process. Contractor may reclean and conduct preliminary tests as many times as the contractor chooses, but only one official retest of the reconditioned lot will be allowed. When reconditioning and tagging is complete, the offeror shall make arrangements with the warehouse to deliver the seed.

If a rejected lot was certified, the contractor **MUST HAVE THAT LOT RE-CERTIFIED BY THE APPROPRIATE STATE AGENCY**.

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SECTION F - DELIVERIES OR PERFORMANCE

52.211-8 Time of Delivery. (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

Required Delivery Schedule		
Item No.		**Delivery Schedule Window**
Standard Seed, unless noted as late delivery		Boise 8/17-8/28, Ely 08/24-9/4*
Sagebrush and Forage Kochia-**New harvest and Freezer Stored**		11/2-12/17/26

*Important: Due to staff shortages the delivery window will be extended for an additional week, allowing 3 weeks for deliveries. However, the window will be split between the Boise window and the Ely window so that staff can travel to cover the two warehouses. The deliveries to Boise will be in the first 2 weeks of the schedule and Ely will be the last 2 weeks of the delivery window. Exceptions may be approved of the split delivery window but will be very limited due to staffing.

The offeror agrees to hold the prices in its offer firm for **120** ***days from the solicitation closing date*** unless another time is specified in an addendum to the solicitation.

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered non-responsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

(b) The delivery dates or specific periods listed in the table above are based on the assumption that the Government will make **awards by August 12, 2026**. Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the contract is actually awarded. Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term *working day* excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered non-responsive and rejected.

(End of clause)

52.211-16 Variation in Quantity. (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

.5% Percent increase or decrease

This increase or decrease shall apply to each bag within the items

(End of clause)

* Contracting Officer shall insert in the blank the designation(s) to which the percentages apply, such as (1) The total contract quantity, (2) Item 1 only, (3) Each quantity specified in the delivery schedule, (4) The total item quantity for each destination, or (5) The total quantity of each item without regard to destination.

52.211-17 Delivery of Excess Quantities. (SEP 1989)

The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the Government receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity), such excess quantities will be treated as being delivered for the convenience of the Contractor. The Government may retain such excess quantities up to $250 in value without compensating the Contractor therefor, and the Contractor waives all right, title, or interests therein. Quantities in excess of $250 will, at the option of the Government, either be returned at the Contractor's expense or retained and paid for by the Government at the contract unit price.

(End of clause)

52.242-15 Stop-Work Order. (AUG 1989)

52.242-17 Government Delay of Work. (APR 1984)

52.247-34 F.o.b. Destination. (JAN 1991)

(a) The term *f.o.b. destination,* as used in this clause, means -

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) or the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarder for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall -

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

F.O.B. DELIVERY REQUIREMENTS

All seed delivered as a result of this solicitation must be delivered to the Bureau of Land Management locations as specified in Deliveries or Performance section. Seed shall not be unloaded without a Government official present. Offeror's price(s) must include the cost of these delivery requirements. In the event the Government must move the seed because it was delivered and unloaded in the wrong place, the Government will charge the Contractor the actual cost incurred by the Government in performing these services. Seed bags damaged due to improper handling or improper protection from the elements will not be accepted. NOTE: Considerations to Government on late, first or second deliveries will be determined by the Contracting Officer.

SEED DELIVERY REQUIREMENTS

a. Required PRIOR to seed delivery:

i. The Contractor will be ***required to make an appointment*** with the appropriate Government delivery personnel at the telephone numbers listed below at least two (2) working days prior to delivery to arrange for unloading at the destination. **If the seed does not arrive on the scheduled delivery date and the contractor is not communicating with the warehouses about the delay, the contractor may be required to reschedule two (2) working days prior to making a new delivery appointment.** Deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday excluding Federal holidays, unless prior approval has been made with the receiving warehouse. The delivery appointments will be scheduled on a first come first serve basis to each government delivery location. The contractor shall schedule with the receiving warehouse the delivery date and **identify either morning or afternoon delivery** window. The BLM may choose to not unload deliveries that show up outside of the scheduled delivery day, scheduled appointment window, or deliveries that show up without a prior arranged appointment.

ii. When scheduling deliveries with the Warehouses, ***the contractor must coordinate*** **(physically speak)** with the warehouse staff.

iii. Contact and confirm the seed will be delivered on pallets. Government reserves the right to refuse deliveries that are not scheduled in advance. Consideration to Government for late deliveries will be exercised.

iv. Late Delivery: Initial and replacement seed shipments that do not meet established delivery dates will be subject to price reductions or other considerations as determined by CO at time of late delivery.

v. Seed delivery requirements apply to replacement, recondition, and terminated seed delivery and pickups.

TRANSPORTATION CHARGES

All costs of transportation, from shipping point(s) to the destination shall be paid by the Contractor and included in the price bid for the item(s). The Contractor shall be responsible for any/all damages occurring in transit.

DELIVERY LOCATIONS

Seed delivery addresses and COR contact information are not the same. Make sure that seed is delivered to the correct address.

Purchasing Office/Organization	Name/Email	Delivery Address
BOISE REGIONAL SEED WAREHOUSE Project Inspectors	Rico Galvan Primary #208 789-4070 Mark Bayok Backup # 986 217-4455	BLM Boise Liberty Warehouse 2752 S Liberty St., Boise, ID 83709
ELY REGIONAL SEED WAREHOUSE Project Inspectors	Main Warehouse Phone 775 289-1916	BLM Ely Regional Seed Warehouse 1111 Medlyn Way Ely, NV 89301 ** Seed warehouse is located off of North Industrial Way. Drivers need to turn on to North Industrial Way, north of Ely, and travel approximately 1 mile east to the end of the gravel road. **Google and Apple Maps will not identify the location correctly when entering the address listed above. Google "BLM Ely Seed Warehouse" for proper location on Google Maps.**

SIMULTANEOUS PERFORMANCE

If a Contractor receives award of more than one contract, simultaneous performance will be required. All work must be completed within the timeframe allowed for each contract.

SECTION G - CONTRACT ADMINISTRATION DATA

1.) PROCUREMENT OFFICE REPRESENTATIVE

The Procurement Office Representative for this requirement is:

Diane Barker
Bureau of Land Management-NIFC
3833 S. Development Avenue, Boise ID 83705
Telephone 208 387-5544
Email address: dbarker@io.doi.gov

National Seed Warehouse System contact:

Brandon Brown, National Seed Coordinator
BLM – Idaho State Office
Mailing Address: 400 West F Street, Shoshone, ID 83352
Cell # 208 308-3981
wbbrown@blm.gov

The Contracting Officer Rep (COR) information:

NATIONAL SEED WAREHOUSE SYSTEM Contracting Officer's Representative	Primary COR Eddy Almeida ealmeida@blm.gov Phone: 208 373-3838 Cell: 208 912-6338 Backup CORs: Hector Basso hbasso@blm.gov Phone: 208 373-3802 Cell: 208 986-2484 Brandon Brown Contact information is listed above	Mailing Address Only BLM Boise Liberty Warehouse 2752 S Liberty St., Boise, ID 83709

2.) 1452.201-70 AUTHORITIES AND DELEGATIONS SEP 2011

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

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries.

The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

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

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

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

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

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

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

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum.

The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

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

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

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

3.) DESIGNATED GOVERNMENT OFFICE FOR SUBMITTING INVOICES

Invoices shall not be submitted to IPP for payment until AFTER seed tests are received and seed is identified as accepted. You must wait to be notified by the COR prior to submitting an invoice for payment.

A draft invoice MAY be submitted to the receiving COR after seed delivery to check for accuracy and to assist in communication and coordination of seed test results. The draft invoices shall reflect the actual offered price of each seed line item as reflected. Price reductions due to low PLS or late delivery will need to be reflected on final invoices submitted to IPP.

The COR will notify contractor when seed test is final and accepted so vendor can submit IPP invoice. Correct Invoice must be attached to IPP submission. **If IPP ENTRY IS INCORRECT OR INVOICE IS NOT ATTACHED, COR WILL**

REJECT THE IPP ENTRY. REJECTION WILL BE CAUSE FOR PAYMENT DELAY AND WILL REQUIRE RE-SUBMITTAL INTO IPP.

DO NOT SEND FINAL INVOICES TO THE CONTRACTING OFFICER. YOUR PAYMENT MAY BE DELAYED IF YOU DO NOT FOLLOW THESE INSTRUCTIONS.

The Contract Officer Representative (COR) will email the contractor once seed items have been approved by the Government. The contractor will then complete one ***consolidated itemized*** invoice for multiple awarded line items that have been approved for IPP entry.

Contractor shall invoice timely for approved lines. The Government is unable to utilize seed until it has been accepted and paid for. Any un-invoiced line items will prevent the Government from issuing the seed out to projects to be mixed causing delays or cancelation of seeding projects. Failure to invoice timely could result in a poor performance rating in CPARS.

A proper invoice has the following required information:

1) Vendor's name
2) Invoice date
3) Invoice number
4) Name of Office/Organization that purchased the seed (NOT seed delivery location) **BLM-National Seed Program**
5) Contract Award Number (140L3726C00XX or 140L3726P00XX)
6) Award Line Item Number (line # from contract award document)
7) Spread Sheet ID number (SSID)
8) Description (including, for example, seed species/variety, lot #, price, and quantity of goods rendered in bulk pounds).
9) Contact name (where practicable), title, and telephone number.
10) Other substantiating documentation, if required by the order.

CONTRACTOR WILL COMPLETE A CONSOLIDATED INVOICE FOR MULTIPLE AWARDED LINE ITEMS FOR ALL APPROVED ITEMS FOR IPP ENTRY.

52.232-1 Payments. (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if -

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least $1,000 or 50 percent of the total contract price.

(End of clause)

G.5 ADDITIONAL SEED PAYMENT INFORMATION

1. Payment will be made in accordance with “ACCEPTANCE AND PAYMENT" for seed accepted by the Government after completion of all required tests for visual inspections, PLS, noxious weeds, % weed and other crop seed.
2. Partial payments made under this contract(s) shall in no way relieve the Contractor of the responsibility to replace any seed which is finally rejected as unsatisfactory. If a lot of seed is finally rejected and the Contractor fails or refuses to replace the rejected seed within the period of time specified, the Government shall have the right to obtain the seed from other source or sources, and charge any excess costs incurred to the Contractor's account.

For prompt pay purposes, date of acceptance shall be 1) the date of the final test result or the date of receipt by the Government warehouse for the final test result 2) the date of the receipt by the NOC of the invoice or 3) the date of the receipt of the seed by the Government warehouse - whichever is later.

G.6 DOI ELECTRONIC INVOICING Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (Feb 2021)

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

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

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

Hard-copy proper invoice with contract #

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

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

(End of Local Clause)

G.7 NOTICE TO CONTRACTORS - CPARS (DEC 2015) Notice to Contractors - CPARS (DEC 2015

NOTICE TO CONTRACTORS

Contractor Performance Assessment Reporting System (December 2015)

1) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

2) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past

Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

3) We request that you furnish the Contracting Officer (CO) with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official (AO). Information in the report must be protected as source selection sensitive information not releasable to the public.

4) When your Contractor Representative(s) are registered in CPARS, they will receive an automatically generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at https://www.cpars.gov/.

5) Within 60 days after the end of a performance period, the AO will complete an interim or final past performance evaluation, and the report will be accessible at https://www.cpars.gov/.

a) Contractor Representatives may then provide comments in response to the 6.evaluation, or return the evaluation without comment.

b) Your comments should focus on objective facts in the AO's narrative and should a)provide your views on the causes and ramifications of the assessed performance.

c) All information provided should be reviewed for accuracy prior to submission.

d) If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in the space provided, and then selecting "Accept the Ratings and Close the Evaluation".

e) Your response is due within 60 calendar days after receipt of the CPAR. On day 15, the evaluation will become available in PPIRS-RC marked as "Pending" with or without comments and whether or not it has been closed.

f) If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment."

6) The following guidelines apply concerning your use of the past performance evaluation:

a) Protect the evaluation as source selection information. After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the CO for instructions.

b) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

c) Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.

7) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the CO no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.

8) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

(End of notice)

H - SPECIAL CONTRACT REQUIREMENTS

POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST - AVOIDING, NEUTRALIZING, MITIGATING

Contractor shall disclose potential organizational conflicts of interest at the time it makes its offer for this Contract.

Contractor shall familiarize itself with Federal Acquisition Regulation (FAR), Subpart 9.5 – Organizational and Consultant Conflicts of Interest. As part of its offer, Contractor will submit its potential conflicts of interest as to contractual matters, business matters, property matters, and political matters.

Upon identification of such a conflict by the parties, either at the acquisition level of awarding a contract, the Government will follow the procedures in FAR 9.506. The Government will award a contract in a manner that will avoid, neutralize, or mitigate potential organizational conflicts of interest.

The Government will make the final determination as to whether an organizational conflict of interest is of such significance that the best business decision on behalf of the Government and the taxpayer is to exclude a Contractor from performing services for this Contract.

The Government decisions as to potential organizational conflicts will be made in order to prevent the existence of conflicting roles that might bias a contractor's judgment and to prevent unfair competitive advantage.

The Government determinations as to conflicts of interest shall be final and are not subject to the "Disputes" clause.

52.222-90 Addressing DEI Discrimination by Federal Contractors. (MAY 2026) (DEVIATION MAY 2026)
Addressing DEI Discrimination by Federal Contractors
(a) *Definitions*. As used in this clause—
Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.
Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.
(b) In connection with the performance of work under this contract, the Contractor agrees as follows:
(1) The Contractor will not engage in any racially discriminatory DEI activities;
(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;
(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;
(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and
(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.
(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).
(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.
(End of clause)

I - CONTRACT CLAUSES

52.252-6 Authorized Deviations in Clauses.

As prescribed in 52.107(f), insert the following clause in solicitations and contracts that include any FAR or supplemental clause with an authorized deviation. Whenever any FAR or supplemental clause is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the clause when it is used without deviation, include regulation name for any supplemental clause, except that the contracting officer shall insert "(DEVIATION)" after the date of the clause.

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.

(End of clause)

52.252-2 Clauses Incorporated by Reference. (FEB 1998)

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

(End of clause)

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)

52.203-17 Contractor Employee Whistleblower Rights. (NOV 2023)

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements

52.204-7 System for Award Management. (NOV 2024)

52.204-13 System for Award Management Maintenance. (OCT 2018)

52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (JAN 2025)

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Deviation Date MAY 2026)

52.209-10 Prohibition on Contracting With Inverted Domestic Corporations (Deviation Date MAY 2026)

52.204-19 Incorporation by Reference of Representations and Certifications. (DEC 2014)

52.212-4 Contract Terms and Conditions - Commercial Products and Commercial Services. (NOV 2023)

52.219-8 Utilization of Small Business Concerns. (JAN 2025) (Deviation JAN 2026)

52.219-9 Small Business Subcontracting Plan

52.219-14 Limitations on Subcontracting

52.219-28 Postaward Small Business Program Rerepresentation. (JAN 2025) (Deviation JAN 2026)

52.222-35 Equal Opportunity for Veterans (Deviation DATE MAY 2026)

52.222-36 Equal Opportunity for Workers with Disabilities (Deviation Date MAY 2026)

52.222-37 Employment Reports on Veterans (Deviation DATE MAY 2026)

52.223-23, Sustainable Products and Services (MAY 2024) (DEVIATION FEB 2025)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (MAR 2023)

52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)

52.222-3 Convict Labor. (JUN 2003) (Deviation MAY 2026)

52.222-19 Child Labor - Cooperation with Authorities and Remedies. (JAN 2025) (DEVIATION FEB 2025)

52.222-50 Combating Trafficking in Persons. (OCT 2025) (DEVIATION FEB 2025)

52.226-7 Drug-Free Workplace (May 2024)

52.226-8 Encouraging Contractor Policies To Ban Text Messaging While Driving. (MAY 2024)

52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (OCT 2018)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (MAR 2023)

52.233-1 Disputes. (MAY 2014)

52.233-3 Protest After Award. (AUG 1996)

52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)

52.243-1 Changes-Fixed-Price. (AUG 1987) (Deviation OCT 2025)

52.244-6 Subcontracts for Commercial Products and Commercial Services. (OCT 2025) (Deviation Date MAY 2026)

52.233-2 Service of Protest.

As prescribed in 33.107(a), insert the following provision:

Service of Protest (Deviation Date APR 2026)

(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.

(b) The copy of any protest must be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.217-6 Option for Increased Quantity. (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 90 days. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

52.240-91 Security Prohibitions and Exclusions.
As prescribed in 40.205(b), insert the following clause:
Security Prohibitions and Exclusions (Deviation Date APR 2026)
(a) *Definitions.* As used in this clause—
American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).
Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.
Covered article, as defined in 41 U.S.C. 4713(k), means:
(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;
(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

Covered foreign country means The People's Republic of China.
Covered telecommunications equipment or services means—
(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—
(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
(ii) For reasons relating to regional stability or surreptitious listening;
(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):
(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)—
(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—
(i) Of that equipment; or
(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;
(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but
(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—
(1) The Office of the Director of National Intelligence;
(2) The Central Intelligence Agency;
(3) The National Security Agency;
(4) The Defense Intelligence Agency;
(5) The National Geospatial-Intelligence Agency;
(6) The National Reconnaissance Office;
(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
(9) The Bureau of Intelligence and Research of the Department of State;
(10) The Office of Intelligence and Analysis of the Department of the Treasury;
(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
Kaspersky Lab-covered article means any hardware, software, or service that—
(1) Is developed or provided by a Kaspersky Lab-covered entity;
(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or
(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—
(1) Kaspersky Lab;
(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";
(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—
(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.
Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.
Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.
Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.
Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.
Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.
Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).
Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).
(b) *Prohibitions on providing or using specific products or services in performance of contract*. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:
(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));
(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));
(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—
(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.
(1) Prohibition. The Contractor is prohibited from—
(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);
(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and
(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).
(2) *Procedures*. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor

shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.
(3) *Exemptions, exceptions, and waivers*. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.
(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract*.
(1) *Certain telecommunications and video surveillance equipment, systems, or services*.
(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).
(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—
(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or
(B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
(2) *Office of Foreign Assets Control Restrictions*.
(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.
(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.
(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists.
(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.
(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.
(3) *Sudan prohibition*. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).
(4) *Iran prohibitions*.
(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).
(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).
(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).
(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).
(e) *Governmentwide exclusion and removal orders*.
(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:
(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.
(ii) For all other solicitations and contracts, DHS FASCSA orders apply.
(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.
(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).
(f) *Reasonable inquiry*. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.
(g) *Removal of prohibited products and services*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.
(h) *General report*.
(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:
(i) Contract number and order number, if applicable;
(ii) The specific prohibition the product or service is not complying with;
(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));
(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;
(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);
(vii) Whether alternative products or services are available that would comply with the prohibition;
(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
(A) Brand;
(B) Model number, OEM number, manufacturer part number, or wholesaler number; and
(C) Item description, as applicable.
(ix) Any readily available information about mitigation actions implemented or recommended.
(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:
(i) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.
(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.
(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.
(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.
(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.
(i) *New FASCSA orders report*.
(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.
(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.
(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a

FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:
(i) Contract number and order number, if applicable;
(ii) Name of the covered article or source subject to a FASCSA order;
(iii) The specific FASCSA order the product or service does not comply with;
(iv) The elements of (h)(1)(iii) through (ix) of this clause.
(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.
(End of clause)

J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Attachment Number	Title	Date
1	Bid Sheet / Awarded Lines	
2	AOC Collection Form	
3	Seed Analysis Request Form	
4	Itemized Delivery Sheet	

K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

52.209-5 Certification Regarding Responsibility Matters (Deviation Date MAY 2026)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are □ are not □ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have □ have not □, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are □ are not □ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have □, have not □, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:

(1) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if a pending administrative or judicial challenge remains. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(2) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) The Offeror has □ has not □, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (DEVIATION DATE MAY 2026)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror □ has □ does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in–

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is ___ is not ___ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is ___ is not ___ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.240-90 Security Prohibitions and Exclusions Representations and Certifications.
As prescribed in 40.205(a), insert the following provision:
Security Prohibitions and Exclusions Representations and Certifications (Deviation Date APR 2026)
(a) *Definitions.* As used in this provision-—

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.
Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.
Marginalized populations of Sudan means—
(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—
(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended.

Sensitive technology—
(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
(i) To restrict the free flow of unbiased information in Iran; or
(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) *Procedures*.
(1) *Covered telecommunications and video surveillance*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for "covered telecommunications equipment or services."
(2) *FASCSA Orders*.
(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.
(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).
(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.
(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—
(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and
(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).
(d) *FASCSA Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A

reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.
(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.
(f) *Iran Representation and Certifications*.
(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—
(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and
(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)
(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—
(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and
(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.
(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
(g) *Disclosure*.
(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:
(i) Contract number and order number, if applicable;
(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;
(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));
(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;
(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);
(vii) Whether alternative products or services are available that would be compliant with the prohibition;
(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
(A) Brand;
(B) Model number, OEM number, manufacturer part number, or wholesaler number; and
(C) Item description, as applicable.
(ix) Any readily available information about mitigation actions undertaken or recommended.
(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:
(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.
(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

(h) *Executive agency review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

L - INSTRUCTIONS,CONDITIONS, AND NOTICES TO BIDDERS

L.1 NOTICES TO OFFERORS

52.216-1 Type of Contract

The Government contemplates award of firm fixed price contracts resulting from this solicitation.

The Government intends to evaluate proposals and award contracts without negotiations with offerors (except clarifications as described in FAR 15.202(b)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct negotiations if the Contracting Officer later determines them to be necessary.

A written award or acceptance of proposal mailed or otherwise furnished to the successful offerors within the time specified in the proposal shall result in a binding contract without further action by either party.

(a) This is a Request for Proposal and therefore, no public opening will be held. The results will not be made public prior to award.
(b) Proposal submitted in response to this Request for Proposal will not be returned but will be retained by the Department of Interior for official record purposes.
(c) This Request for Proposal does not commit the Government to pay any costs incurred in the preparation or the submission of this proposal, or to make any award.

L.2 PRE-BID MEETING

There will be no Pre-bid meet, instead Post-award meetings will be held to discuss and prepare for deliveries.

L.3 SUBMISSION OF PROPOSALS

(a) If you wish to submit a proposal, it is necessary to complete and return:

1. SF1449, Request for Proposal
2. Solicitation Amendments
3. Attachment 1 - Bid Schedule
4. Past Performance References

(b) To expedite the handling of your proposal, please check the following items:
❏ Is the Attachment 1 filled out properly per the instructions provided on tab 1 of the worksheet?
❏ Have you read Section L, Instructions, Conditions and Notices to Offerors?
❏ Have you read Section M, Evaluation Factor for Award?
❏ Have you completed form SF-1449 and signed your proposal and signed and acknowledged any amendments?

(c) **<u>OFFERS ARE DUE ON JULY 15, 2026 AT 1000 local MT</u>**

Bid offers shall be named and submitted in the following procedures.

a. Name your Attachment 1 - Seed price schedule as follows: yourcompanynameBIDSheet.xls.

b. Past Performance References listed on a separate document named yourcompanyname_ PPR.

c. SF 1449 with block 17 (company name, address, phone number, email address, and company DUNS#) and block 30 completed (signed and dated by your company). Scanned together as 1 document and named yourcompanyname_required docs

Submission of Proposal

OPTION 1: Preferrable method is to email the bid submission to the Contraction Officer at dbarker@ios.do.gov. The subject line must have the solicitation # and vendor name.

OPTION 2: Non-preferred method is to submit your bid documents via a flash drive (USB drive) containing all required documents listed above sent either by FEDEX or mail to the following address:

Dept of Interior-US Wildland Fire Service
National Interagency Fire Center
Attn: Diane Barker, Contract Specialist
3833 S Development Ave
Boise, ID 83705-5354

(d) **QUESTIONS** pertaining to this solicitation may be sent to the Contracting Officer via email to dbarker@ios.doi.gov.

52.252-5 Authorized Deviations in Provisions.

As prescribed in 52.107(e), insert the following provision in solicitations that include any FAR or supplemental provision with an authorized deviation. Whenever any FAR or supplemental provision is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the provision when it is used without deviation, include regulation name for any supplemental provision, except that the contracting officer shall insert "(DEVIATION)" after the date of the provision.

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.

(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): www.acquisitions/FAR

(End of provision)

52.219-31 Notice of Small Business Reserve. (MAR 2020)

(a) This solicitation contains a reserve for one or more small business concerns identified at 19.000(a)(3). The small business program eligibility requirements apply.

(b) The small business concern(s) eligible for participation in the reserve shall submit one offer that addresses each portion of the solicitation for which it wants to compete. Award of the contract will be based on criteria identified elsewhere in the solicitation.

52.207-6 Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures. (Multiple-Award Contracts) (AUG 2024)

52.203-2 Certificate of Independent Price Determination. (APR 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above [*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization*];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (SEP 2024)

52.209-2 Prohibition on Contracting With Inverted Domestic Corporations-Representation. (NOV 2015)

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.

52.215-1 Instructions to Offerors-Competitive Acquisition. (DEVIATION DATE)

(a) *Definitions*. As used in this provision-

In writing, *writing*, or *written* means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the request for proposal closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to material elements of a proposal made after the request for proposal closing date, at the request of or as allowed by a Contracting Officer, as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to requests for proposals*. If this request for proposal (RFP) is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this RFP by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) (i) Proposals and modifications to proposals shall be—

(A) Submitted using the method and the format specified in the RFP;

(B) Addressed to the office specified in the RFP; and

(C) Showing the time and date specified for receipt, the RFP number, and the name and address of the offeror.

(ii) Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i)(B) and (C) of this provision.

(2) The first page of the proposal must show—

(i) The RFP number;

(ii) The name, address, and telephone number of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the RFP and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone number (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this RFP; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the RFP by the time specified in the RFP. If no time is specified in the RFP, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due. (ii) (A) Any proposal, modification, or revision received at the Government office designated in the RFP after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(1) If it was transmitted through an electronic commerce method authorized by the RFP, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the RFP, and urgent Government requirements preclude amendment of the RFP, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the RFP on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral RFPs may be withdrawn orally. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the RFP, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this RFP in English, unless otherwise permitted by the RFP, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the RFP.

(6) Offerors may submit modifications to their proposals at any time before the RFP closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date*. Proposals in response to this RFP will be valid for the number of days specified on the RFP cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data*. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend:

Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of, or in connection with, the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this RFP to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the RFP.

(2) The Government may reject any or all proposals if such action is in the Government’s interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without negotiations with offerors (except clarifications as described in FAR 15.202(b)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct negotiations if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the

Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly evaluated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government’s best interest to do so.

(7) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(8) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(9) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(10) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weaknesses or deficiencies in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the RFP, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

M - EVALUATION FACTORS FOR AWARD

52.212-2 Evaluation - Commercial Products and Commercial Services. (NOV 2021)

(a) The Government will award multiple contracts resulting from this solicitation to the responsible offerors whose offer(s) conforming to the solicitation will be most advantageous to the Government, price, technical, and past performance considered.

The offerors will be evaluated on a Lowest Price Technically Acceptable (LPTA) Evaluation process based upon the following specifications:

1.) Technical

a) Pure live seed (PLS) rating - a (PLS) rating that meets or exceeds the Government's minimum PLS rating shall be considered for award.

b) On Source Identified (SI) seed, collection location site will be considered for award. SI seed will be sorted by lowest PLS price per Eco-region and Seed Transfer Zone. SI seed will be selected by the most closely collected site to the project location site

c) Seed bid as "Clean Seed" can be selected at a higher PLS price (given preference) over seed that is not designated as "Clean Seed" due to the importance to the Government to access seed with little to no weeds present which in most cases will be bid at a higher price over lots known to have weeds.

d) Ability to meet solicitation schedule, i.e. delivery on the stated delivery date.

2.) Past Performance

Offeror shall provide a total of three (3) current references, **that are NOT associated with this buy (past or present)**, with names and telephone numbers (on a separate sheet of paper), who can attest to Offeror's past performance on similar types of corporate or government contracts, i.e. contracts for providing and delivering large quantities of a wide variety of seed species, grasses, forbs and shrubs, and the past performance quality for a given seed variety or species that occurred during the past three (3) years. Past performance information may be based on the government's knowledge of previous experience with the bidder, contractor provided references, CPARS reporting system, and other reasonable sources.

3.) Price

a) Lowest pure live seed (PLS) price. Offeror shall provide prices on the SEED PRICE SCHEDULE provided in Attachment 1. Price will be evaluated based on a comparison of proposed PLS prices ranked from lowest to highest for each bid row.

Selections will be based upon Lowest Price Technically Acceptable evaluation process, with Past Performance being a key criterion.

(b) *Options*. 52.217-5 Evaluation of Options. (JUL 1990)

(c) A written notice of award or acceptance of an offer, mailed or otherwise 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)

52.217-5 Evaluation of Options. (JUL 1990)

EVALUATION OF QUOTES FOR MULTIPLE AWARDS

In addition to other factors, quotes will be evaluated on the basis of advantages and disadvantages to the Government that might result from making more than one award (multiple awards). It is assumed, for the purpose of evaluating quotes that $500 would be the administrative cost to the Government for issuing and administering each contract awarded under this solicitation, and individual awards will be for the items or combinations of items that result in the lowest aggregate cost to the Government, including the assumed administrative costs.

TECHNICAL PROPOSAL EVALUATION COMMITTEE (TPEC)

The Contracting Officer will establish a Technical Proposal Evaluation Committee (TPEC) to conduct the evaluation of offers received in response to this solicitation. The evaluation of technical capability will be based exclusively on the content of the Attachment 1 Bid Sheet with any clarifications and past performance. The TPEC will not consider any technical capability information or data incorporated by reference or otherwise referred to that is not fully quoted in the offer. The identities of the TPEC personnel are confidential, and any attempt by the offerors to contact these individuals is prohibited.

EVALUATION PROCESS

Award will be made in accordance with the following procedures:

Step 1 - Technical Evaluation - The TPEC will evaluate those offers that conform to the general requirements of the solicitation.

Step 2 – Bid will be evaluated based on Lowest Price Technically Acceptable process - The government reserves the right to reject any offer that takes any exception to a material request in this RFP. Past performance will be a key component of consideration. Seed can be purchased from an offeror in good performance status at a higher price than an offeror with past performance issues.

Step 3 - Award - Firm fixed price award will be made to the offerors who are determined to be the Best Value to the government after considering LPTA PLS price, Clean Seed designation, and Past Performance. Multiple bid rows may be made to individual offerors.

BASIS FOR AWARD

1. The SEED BID SCHEDULE (Attachment 1) provides a spreadsheet for submitting offers for seed. Depending on the variety (see each Item Number), offers may be submitted for Certified seed or Non-Certified seed, or Source Identified seed, or Area of Collection seed, or any combinations thereof. Award(s) for the items specified in this solicitation may be made by item or as may otherwise be in the best interest and provide the best value to the Government, price and other factors considered.

For a given bid row the offers will be sorted from low to high PLS price within certified and non-certified categories.

Certified seed is preferred over non-certified seed, the Government will consider price reasonableness and past performance in making the best value decision to award. If a Certified becomes unreasonable in price, then Government may purchase non-certified seed of the same variety (Bid Row) if the PLS price is lower. Past performance may have variable ratings based on performance quality for a given seed variety or species and delivery. For example, a vendor may excel in providing shrubs but lacks in providing grasses.

Price reasonableness is based upon many variables, including but not limited to the following:

What the seed is being purchased for;

1) Project classification (i.e., restoration, rehabilitation, emergency stabilization, fuels reduction, restoration of Wilderness Study Areas (WSA's), restoration of Wildlife Habitats, Grazing areas, Riparian areas, or National Monuments);

2) Market availability of seed requested on the Schedule (Attachment 1) in relation to Government meeting warehouse inventory levels or immediate project plan seed needs; and/or
3) If seed of another variety could be substituted if price is more favorable.

2. PREFERENCE HIERARCHY LIST: (Certified Seed is Preferred over Non-Certified Seed)

For seed (including introduced and native seed categories) of germplasm released as a variety.

Seed Certification Category	Letter Designator in the Schedule for Item Number
White Tag (Foundation class)*	A
Purple Tag (Registered class)*	A
Blue Tag (Certified class)	A
White, Purple and Blue will be given equal preference.	A
Non-Certified	B

*Offeror is to indicate in the seed price schedule if these tags are being offered.

For seed (including introduced and native seed categories) of germplasm not released as a variety (PVG).

Seed Certification Category	Letter Designator in the Schedule for Item Number
Blue Tag (Tested class)*	T
Green Tag (Selected class)*	S
Yellow Tag (Selected class)*	SI
Non-Certified	AOC

* No Hierarchical preference – refer to Basis of Award (a) and (b). Offeror is to indicate in the seed price schedule if these tags are being offered.

All origin and source requirements as specified in the Statement of Work must be met with the seed that is offered on the seed price schedule. Offeror, by submission of its offer, is certifying that seed meets origin and source requirements. The requirement to provide Attachment 2 for non-certified wildland collected seed is at time of delivery. All seed will be inspected at time of delivery (or a soon as practicable) to verify labels and Source/ Origin Statements meet the stated Origin and Source Requirements. Seed which does not meet the stated requirements will be rejected.

All awards will be evaluated with consideration given to past performance for that item. Past performance for an item may be evaluated based on seed delivered under prior Government contracts.

Other factors to be considered may include: reductions taken for late delivery, reductions taken due to high moisture content, rejections for any reason, i.e., cleaning specifications, noxious weed content, and record of terminations for cause. Past performance evaluation may result in award being made to other than the lowest PLS price offer.

Award amount will be for bulk price per pound, expressed with a maximum of two decimal places.

If one offeror receives award of more than one item, it will be required to perform simultaneously.

All costs of transportation from shipping point(s) to destination shall be paid by the Contractor and included in his price offered for the item(s). The Contractor shall be responsible for any/all damage occurring in transit.

3. Verification of Offered Prices/Extended Amounts

a. For the purpose of initial verification/evaluation of offers, the following procedures will be utilized in resolving arithmetic discrepancies found on the face of the schedule as submitted by offerors:

(1) In case of discrepancies between bulk price and total amount, Bulk price will govern;

(2) In case of discrepancies in the calculation of PLS Rating, the calculation derived by multiplying stated Purity and Germ/TZ will govern.

(3) Obviously misplaced decimal points will be corrected;

(4) Apparent errors in extensions of bulk prices and PLS prices will be corrected; and,

b. For the purposes of offer verification/evaluation, the Government will proceed on the assumption that the offeror intends its offer to be verified/ evaluated on the basis of the bulk price, purity and germ, and totals arrived at by resolution of arithmetic discrepancies as provided above and the offer will be so reflected on the schedule that is awarded.

c. It shall be the responsibility of each offeror to promptly check its own figures and advise the Contracting Officer of any instance where its offer as thus corrected, does not represent his intentions.

d. Arithmetic discrepancies resolved in accordance with this paragraph will not be subject to the provisions of 48 CFR, Sec. 14-407, Mistakes in Bids.

e. If necessary, the Government will ask for offer verification.