SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 127EAX26Q0027 00001	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) ☐ NEGOTIATED (RFP)	3. DATE ISSUED 06/18/2026	PAGE 1 OF PAGES 22

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 1157979	6. PROJECT NO.

7. ISSUED BY CODE 7EAX

USDA-FS CSA SOUTHWEST 7
333 BROADWAY BLVD SE
ALBUQUERQUE NM 87102-3498

8. ADDRESS OFFER TO

Troy McCullough
Contracting Officer
troy.mccullough@usda.gov
US Forest Service

9. FOR INFORMATION CALL:	a. NAME TROY MCCULLOUGH	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*

SOLICITATION

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

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

Amendment 00001 is being issued to re-solicit this requirement without the requirement of having to contact the utility company.

The Carson National Forest is seeking a contractor to construct a new water line from the Tres Piedras Well site to the District Offices and facilities located at the Tres Piedras Ranger District Administrative site, including all furnishings, appurtenances, and connections to existing service sites.

11. The Contractor shall begin performance within 10 calendar days and complete it within 90 calendar days after receiving ☐ award, ☒ notice to proceed. The performance period is ☒ mandatory ☐ negotiable. (See _____.)

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

12b. CALENDAR DAYS 10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 1300 *(hour)* local time 07/01/2026 *(date)*. If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

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

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

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

OFFER *(Must be fully completed by offeror)*

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

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

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

CODE FACILITY CODE

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

AMOUNTS

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

19. ACKNOWLEDGEMENT OF AMENDMENTS

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

AMENDMENT NO.	00001									
DATE.	06/18/2026									

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

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 3304(a) ( )

26. ADMINISTERED BY CODE 7EAX

USDA-FS CSA SOUTHWEST 7
333 BROADWAY BLVD SE
ALBUQUERQUE NM 87102-3498

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT

(Contractor is required to sign this document and return 1 *copies to issuing office.)*

Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD

(Contractor is not required to sign this document.)

Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

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

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

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Davis Bacon wages apply. The government anticipates awarding a firm-fixed price contract off the RFQ. Offers or responses to the solicitation (include the solicitation number in the name of the document) should be sent to the contracting officer by email; troy.mccullough@usda.gov before the deadline. Delivery: 90 Days After Notice to Proceed Delivery Location Code: 83B1 USDA FOREST SERVICE TRES PIEDRAS DR 1 MI W OF JCT US 64 AND US 285 TRES PIEDRAS NM 87577 US Period of Performance: 07/10/2026 to 10/30/2026				
0001	Replace all waterlines associated with the Tres Piedras drinking water system. The "Submit Invoice-to" address for USDA orders is the Department of Treasury's Invoice Processing Platform (IPP). The contractor must follow the instructions on how to register and submit invoices via IPP as prescribed in the previous communications from USDA and Treasury. All invoices are to be submitted via the electronic Invoice Processing Platform. This is a mandatory requirement initiated by the U.S. Department of Treasury and you can find more information at this website https://www.ipp.gov/index.html. Please make sure that your company has registered at https://www.ipp.gov/vendors/enrollment-vendors.html to establish your account.				

Tres Piedras Waterline Replacement
127EAX26Q0027

Statement of Requirement:

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Part 12. This announcement constitutes the only solicitation. Proposals are being requested and a separate written solicitation will not be issued.

Solicitation number 127EAX26Q0027 P00001 is issued as a Request for Quotation (RFQ) for Tres Piedras Administrative Site Waterline Replacement.

IAW Attachment 1 - Statement of Work and Attachment 3 - Specifications, The Carson National Forest is seeking a contractor to construct a new water line from the Tres Piedras Well site to the District Offices and facilities located at the Tres Piedras Ranger District Administrative site, including all furnishings, appurtenances, and connections to existing service sites.

The Contractor shall furnish labor, material, equipment, tools, transportation, and supplies necessary to complete the work according to the contract..

This acquisition is set-aside for small business concerns. The applicable North American Industry Classification Standard Code is 237110 The small business size standard is $39.5M. This acquisition is a Total Small Business Set-Aside. All responsible sources may submit a quotation which will be considered by the agency.

Schedule of Items:

The Contractor is required to complete the Schedule of Items, as detailed in Attachment 2, and submit it as part of their proposal package. All line items must be priced.

Technical Data -
Technical data and supporting documentation associated with this solicitation are available through the following sources:

Amendment 0001 Solicitation Attachments
The following documents are included as attachments to this solicitation.

- Amendment 0001 - Attachment 1 – Statement of Work
- Amendment 0001 - Attachment 2 – Schedule of Items
- Amendment 0001 - Attachment 3 – Specifications
- Amendment 0001 - Attachment 4 – Wage Determination
- Amendment 0001 - Attachment 5 - Maps

Project Location

Project location is listed in:
Amendment 0001 - Attachment 1 – Statement of Work
Amendment 0001 - Attachment 3 – Specifications

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

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

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

52.252-2 Clauses Incorporated by Reference Feb 1998

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

52.212-4 Terms and Conditions—Commercial Products and Commercial Services (Nov 2025)

This is a commercial construction acquisition. FAR 52.212-4 is amended as follows:

(b) *Inspection/Acceptance*. Inspection and Acceptance will be conducted in accordance with FAR 52.246-12, Inspection of Construction (Aug 1996).

(d) *Changes.* Changes will be handled in accordance with the following FAR clause(s):
FAR 52.243-4, Changes (Nov 2025)
FAR 52.243-5, Changes and Changed Conditions (Nov 2025)

52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)
52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.222-50 Combating Trafficking in Persons (Nov 2025)
52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
52.233-3 Protest After Award (Sep 2025)
52.233-4 Applicable Law for Breach of Contract Claim (Sep 2025)
52.240-91 Security Prohibitions and Exclusions (Nov 2025)
52.244-6 Subcontracts for Commercial Products and Commercial Services (Nov 2025)

The following clauses are applicable:

52.203-6	Restrictions on Subcontractor Sales to the Government (Jun 2020) with Alternate I (Nov 2021) of 52.203-6
52.203-13	Contractor Code of Business Ethics and Conduct (Nov 2021)
52.204-13	System for Award Management—Maintenance (Nov 2025)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2025)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Sep 2025)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Sep 2025)
52.219-6	Notice of Total Small Business Aside (Nov 2025)
52.219-8	Utilization of Small Business Concerns (Nov 2025)
52.222-3	Convict Labor (June 2003)
52.222-19	Child Labor—Cooperation with Authorities and Remedies (Nov 2025)
52.222-35	Equal Opportunity for Veterans (Nov 2025)
52.222-36	Equal Opportunity for Workers with Disabilities (Nov 2025)
52.222-37	Employment Reports on Veterans (Nov 2025)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
52.222-62	Paid Sick Leave Under Executive Order 13706 (Jan 2022)
52.222-90	Addressing DEI Discrimination by Federal Contractors (Apr 2026)
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts (Nov 2025)
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)
52.223-23	Sustainable Products and Services (Nov 2025)
52.225-1	Buy American-Supplies (Nov 2025) Alternate I (Oct 2022) of 52.225-1
52.232-33	Payment by Electronic Funds Transfer— System for Award Management (Oct 2018)

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

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

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

52.222-30	Construction Wage Rate Requirements-Price Adjustment (None or Separately Specified Pricing Method (Aug 2018)
52.225-9	Buy American-Construction Materials (Nov 2025) Alternate I (Oct 2022) of 52.25-9
52.225-11	Notice of Buy American Requirement-Construction Materials under Trade Agreements (Nov 2025) Alternate I (Nov 2025) (of 52.225-11
52.228-2	Additional Bond Security (Oct 1997)
52.228-11	Individual Surety-Pledge of Assets (Feb 2021)
52.228-13	Alternative Payment Protections (Jul 2020)
52.228-14	Irrevocable Letter of Credit (Nov 2014)
52.228-15	Performance and Payment Bonds-Construction (Jun 2020)
52.228-17	Individual Surety-Pledge of Assets (Bid Guarantee) (Feb 2021)
52.229-10	State of New Mexico Gross Receipts and Compensating Tax (2003)
52.236-2	Differing Site Conditions (Jul 2025)
52.236-3	Site Investigation and Conditions Affecting the Work (Jul 2025)
52.236-6	Superintendent by the Contractor (Jul 2025)
52.236-7	Permits and Responsibilities (Jul 2025)
52.236-8	Other Contracts (Jul 2025)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Jul 2025)
52.336-10	Operations and Storage Areas (Jul 2025)
52.236-11	Use and Possession Prior to Completion (Jul 2025)
52.236-12	Cleaning Up (Jul 2025)
52.236-13	Accident Prevention (Jul 2025)
52.236-15	Schedules for Construction Contracts (Jul 2025)
52.236-17	Layout of Work (Jul 2025)
52.236-21	Specifications and Drawings for Construction (Jul 2025) Alternate II (Apr 1984) of 52.236-21
52.242-14	Suspension of Work (Apr 1984)
52.248-3	Value Engineering (Oct 2025) Alternate I (Apr 1984) of 52.248-3

<u>FAR Clauses Incorporated by Full Text:</u>

52.217-6 Evaluation of Options (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 of the initial award date***. 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)

52.217-7 Option for Increased Quantity-Separately Priced Line Item (Mar 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within ***90 days of the initial award date***. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

AGAR Clauses:

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

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

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

(2) Neither it nor any subcontractor or teaming partner operates or funds any program, policy, or initiative that promotes DEI in a manner that violates any applicable Federal anti-discrimination laws, including but not limited to Title VI and VII of the Civil Rights Act of 1964, or the Equal Protection principles of the U.S. Constitution, and the Contractor and any subcontractor or teaming partner will not do so for the duration of the contract.

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

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

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

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

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

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

(End of Clause)

452.204–70 Modification for Contract Closeout (Apr 2026)

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

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

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

(End of Clause)

452.232-71 Progress Payments for Commercial Construction Contracts (Dec 2025)

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

(b) *Computation of amounts*. Progress payments will be authorized when the payment requested is properly due in accordance with this contract; the work will be performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract. The Contracting Officer may authorize consideration of:

(3) Materials delivered on site and preparatory work;
(4) Materials delivered to the Contractor at locations other than the site, if:
  i. Specifically authorized by the contract; and
  ii. The Contractor provides satisfactory evidence of title and intended use in the contract.

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

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

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

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

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;
(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

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

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

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

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

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

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

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

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

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

(j) *Reservation of rights.*

(1) No payment, vesting of title under this clause, or other action taken by the Government under this clause shall-
   (i) Excuse the Contractor from performance of obligations under this contract; or
   (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

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

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

(1) Notify the Contracting Officer of such performance deficiency; and

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

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

(m) *Title, liability, and reservation of rights*. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as-
(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
(2) Waiving the right of the Government to require the fulfillment of all the terms of the contract.
(3) The Government's rights and remedies under this clause-
   (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
   (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

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

(o) *Final payment*. The Government shall pay the amount due the Contractor under this contract after-
(1) Completion and acceptance of all work;
(2) Presentation of a properly executed voucher; and

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

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

Tres Piedras Waterline Replacement
127EAX26Q0027

Solicitation Information:

Award Type:

It is anticipated that a Firm Fixed Price Contract will be awarded as a result of this solicitation.

The Government intends to make one award from this solicitation. Therefore, to be considered responsive, contractors must submit pricing for all items on Amendment 0001 - Attachment 2 – Schedule of Items.

Period of Performance:

The Contractor is required to commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed and the entire work ready for use not later than **90 calendar days after NTP**. The time stated for completion shall include final cleanup of the premises.

Organized Site Visit:

This solicitation is a repost of 127EAX26Q0027. There will not be another organized site visit. This is an amendment to the original RFQ.

Requests For Information (RFI's):

Questions shall be submitted via email to troy.mccullough@usda.gov and are due no later than **June 24th, 2026, at 1:00 PM Central Daylight Time**. This will ensure enough time to respond before the solicitation period ends. Please include the solicitation name and number as the subject line of the email.

Proposal Due Date:

All proposals shall be emailed to the Contract Specialist at troy.mccullough@usda.gov no later than **July 1st, 2026, 1:00 PM Central Daylight Time**.

Evaluation and Basis for Award

Evaluation Criteria:

The provision at FAR 52.212-2, Evaluation—Commercial Products and Commercial Services is not applicable to this solicitation. In lieu of this provision, proposals will be evaluated in accordance with FAR 12.203 based on the criteria listed below. Award will be made to the offeror with the highest technically rated proposal with fair and reasonable pricing and acceptable or neutral past performance.

Technical Approach: The technical proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the Government. Therefore, the technical proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed description of the techniques, procedures, and program for achieving the objectives of the specifications/statement of work. Proposals which merely paraphrase the requirements of the Government's specifications/statement of work or use such phrases as "will comply" or "standard techniques will be employed" will be considered unacceptable and will not be considered further. Offerors are strictly advised to comply with all instructions within this solicitation to ensure submission of a complete Prime Contractor Offer. Failure to furnish a complete offer per the instructions in this solicitation, at the required time and on the required date, may result in the Offeror's proposal being determined ineligible.

As a minimum, the proposal must clearly provide the following:

A. **Factor 1 - Work Plan / Capability of the Offeror (NTE 10 pages):** The offeror shall compose a narrative detailing a response to the below questions / statements.

- Provide a brief explanation of your ability to accomplish this work, include a description of the work you plan to subcontract out.
- Provide your planned sequencing of all work.
- The resources (personnel and equipment) planned for use on the project and their availability.
    a. Include any subcontractors and their experience and capabilities.
- Site specific safety plan.
- Plan of work to include the major tasks and timelines.
- Ability of the offeror to meet the Delivery requirements listed in the Statement of Work (SOW).
- Detailed explanation of the offeror's ability to accomplish all tasks in the SOW. A simple statement of capabilities will **not** suffice. The offeror must address how they will accomplish the requirements of the SOW.

B. **Factor 2 - Key Personnel (NTE 3 pages):** The offeror shall provide a detailed summary of experience with work similar to the type of work required under this project as well as a letter of intent for assignment to this project. Provide a list of personnel with job titles and years of experience, number of crews, number of personnel in each crew (experience, and background), to be assigned to meet the ***90-day period of performance.***

C. **Factor 3 - Performance Schedule (NTE 3 pages):** The performance schedule shall be presented in the form of a time scaled Network Diagram, CPM Schedule, or a Gantt chart, clearly showing the critical path, indicating commencement and completion of the entire project within the required contract period of performance. The schedule shall be in sufficient detail to clearly show each portion of work and its planned commencement and completion dates. Performance period shall be provided in calendar days. The period shall include all time aspects of the work, including advance ordering of long lead items.

Price: Any quantity price discounts and discounts for prompt payment should be included in this section. The offeror shall provide pricing as requested in the attached spreadsheet titled "**Amendment 0001 - Attachment 3 – Schedule of Items**". Any quantity price discounts and discounts for prompt payment should be included in this section. Total price evaluation will be for the base period, and all optional line items. Failure to propose pricing for the base period and all optional line items will result in a proposal being excluded from further consideration. The offeror's proposal will be evaluated in accordance with FAR 12.204, to determine if it is fair and reasonable.

Past Performance: Furnish a list of three (3) projects of similar magnitude completed by the firm within the last three (3) years. The list should include work similar in nature and complexity to that required by this solicitation. Include contracts with the Federal Government, agencies of state, local governments, and commercial customers. For each project cited, provide the following:

- Name and location of the project;
- Project Point of Contact's name, phone, email address, and fax numbers; Total cost of the project;
  A brief narrative of the project (include size, i.e. acres, square feet; date of start, and completion or anticipated completion date).

The Government reserves the right to contact reference for verification or additional information. The Government's inability to contact any of the Offeror's reference or the unwillingness to provide the information requested may affect the Government's evaluation of this factor.

The Government may or may not contact any or all references listed. For any projects listed that may report less than positive performance, you are encouraged to provide a description of the problems and efforts made to correct and prevent future occurrences.

Past Performance will be evaluated using the following rating system:

- Acceptable: The contractor shows a demonstrated ability to meet contract requirements in prior or current contracts, including quality of work, timeliness, cost control, business relations, and adherence to contract terms.

- Neutral: Offeror does not have a past performance record.

- Unacceptable: The contractor has a documented history of failing to meet contract requirements, including poor quality, missed deadlines, cost overruns, lack of responsiveness, or unethical behavior.

Evaluation Method:

All proposals will be evaluated to identify the offeror presenting the most technically advantageous solution based on the stated evaluation criteria. Once the highest technically rated offeror is identified, their price will be evaluated to determine whether it is fair and reasonable. Past performance will also be assessed to ensure it is acceptable or neutral.

Technical:

Work Plan / Technical Approach to Performing the Work
The Government will evaluate the overall approach and rational means & methods to complete the project in a successful, safe, and efficient manner. When evaluating the Technical Approach to Performing the Work, the government will assess the reasonableness of the contractor's proposed approach to performing the work

Key Personnel
The offeror will be evaluated by relevant experience on the basis of its extent and depth as well as scaled amounts of personnel when compared to the size / complexity of the project.

Performance Schedule
The firm will be evaluated for a schedule within the mandatory period of performance with logical work progression to meet the requirements of the statement of work and specification requirements.

Price:

The government expects to make an award without discussions, however reserves the right to conduct discussion if necessary. In the event that discussion are conducted, the competitive range may be limited for purposes of efficiency. Offerors schedule of values is clearly organized with a sufficient level of detail to allow for the Government to effectively administer the contract.

Past Performance:

Past performance is a measure of the degree to which the offeror (including major subcontracts) has satisfied previous customers and complied with Federal, State and Local laws and regulations. The Government will contact references to assess the quality of the contractor's work, timely completion, project management, and compliance with regulatory requirements. The Government will consider the currency and relevance of the information, source of the information, context of the data and general trends in contractor performance.

The past performance evaluation will characterize the level of the Government's confidence that the offeror will successfully complete the work, in compliance with all contract requirements, based on its record of successful performance on recent and relevant similar projects.

In the past performance evaluation, the Government may use information from sources other than the offeror's proposal. Other sources of information, may include, but are not limited to: Federal, State and Local government agencies, better business bureaus, published media

and electronic databases such as the Contractor Performance Assessment Reporting System (CPARS).

Where there is little or no information available regarding the offeror's past performance history because the offeror is new to the marketplace, the past performance evaluation may take into account information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the work. When no information is available, the offeror will not be evaluated favorably or unfavorably on past performance.

Award will be made to the offeror whose proposal is determined to be the highest technically rated, provided that:

- The proposed price is fair and reasonable, and
- Past performance is assessed as acceptable or neutral.

Award will not necessarily be made to the lowest-priced offeror. Tradeoffs will not be conducted.

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

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

(b) Optional Line Items. The Government will evaluate offers for award purposes by adding the total price for all optional line items to the total price for the base requirement. The Government may determine that an offer is unacceptable if the optional line item prices are significantly unbalanced. The evaluation of optional line items does not obligate the Government to exercise the optional line items.

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

(End of provision)

Required Proposal Submission Documents:

All proposal submissions shall include:

Completed, Signed Offer SF1442 (Section A.): Complete blocks 10 Fill-ins, 14, 15, 16, 17, 20a, b, and c on the SF 1442. If amendment(s) are issued acknowledge amendments or complete blocks 19, 20a, 20b & 20c. Signed by authorized person to bind firm.

Price Proposal, Amendment 0001 - Attachment 2 - Schedule of Items: Complete fill ins Company Name, POC, E-mail, UEI #.

Technical Proposal: Technical approach and past performance.

Bid Guarantees – See FAR 52.228-1: Scanned copy of fully executed Bid Guarantee (Standard Form 24 and Power of Attorney).

The four (4) documents detailed within "Required Proposal Submission Documents" shall be submitted as separate Adobe PDF documents. It is the offeror's responsibility to ensure delivery of all required documents by the date and time set for receipt of offers.

Contact the Contract Specialist by e-mail if you do not understand any part of these instructions.

52.252-1 Solicitation Provisions Incorporated by Reference Feb 1998
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

52.212-1 Instructions to Offerors - Commercial Products and Commercial Services (Nov 2025)

FAR 52.212-1 is amended as follows:

Period for acceptance of offers:

The Offeror agrees to hold the prices in its offer firm for **60 calendar days** from the date specified for receipt of offers.

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)

52.209-2 Prohibition on Contracting with Inverted Domestic Corporations - Representation (Sep 2025)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Sep 2025)
52.240-90 Security Prohibitions and Exclusions Representations and Certifications (Nov 2025)

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

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2024)
52.204-7 System for Award Management—Registration (Nov 2025)
52.217-4 Evaluation of Options Exercised at Time of Contract Award
52.217-5 Evaluation of Options
52.222-5 Construction Wage Requirements, Secondary Site of the Work (Nov 2025)
52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2021)
52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (Oct 2020)
52.223-4 Recovered Material Certification (May 2008)
52.225-2 Buy American Certificate (Oct 2022)
52.225-10 Notice of Buy American Requirement- Construction Materials (May 2014)
52.225-12 Notice of Buy American Requirement-Construction Materials under Trade Agreements (May 2014)
Alternate II (Nov 2023) of 52.225-12
52.228-1 Bid Guarantee (Sep 1996)

<u>AGAR Provisions:</u>

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

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

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

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

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

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

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

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

NOTICE FOR FILING AGENCY PROTESTS
United States Department of Agriculture (USDA) Ombudsman Program

The USDA is committed to issuing solicitations and awarding contracts in a fair and prompt manner. The Ombudsman Program for Agency Protests (OPAP) was established to address protest issues within the agency, providing an alternative to costly and time-consuming litigation. Operating independently, OPAP offers relief comparable to that granted by the Government Accountability Office (GAO). Interested parties are encouraged to resolve concerns through USDA's internal Alternative Dispute Resolution (ADR) process before pursuing external forums such as the GAO. Concerns may be addressed informally or through a formal agency protest filed with either the Contracting Officer or the Ombudsman.

Informal Forum with the Ombudsman

1. **Initial Point of Contact:** Interested parties who believe a specific USDA procurement is unfair or otherwise defective should first direct their concerns to the applicable Contracting Officer.
2. **Escalation:** If the Contracting Officer is unable to address their concerns, interested parties are encouraged to contact the USDA Ombudsman for Agency Protests. Under this informal process, the agency is not required to suspend contract award performance. Utilization of the informal forum does not suspend any time requirement for filing a formal protest with the agency or other forums.
3. **Required Information:** To ensure a timely response, interested parties should provide the following information to the Ombudsman: solicitation/contract number, contracting office, Contracting Officer, and solicitation closing date (if applicable).

Formal Agency Protest with the Ombudsman

1. **Effort to Resolve:** Prior to submitting a formal agency protest, protesters must first use their best efforts to resolve their concerns with the Contracting Officer through open and frank discussions.
2. **Independent Review:** If the protester's concerns remain unresolved, an Independent Review is available by the Ombudsman. The protester may file a formal agency protest with either the Contracting Officer or, alternatively, with the Ombudsman under the OPAP program. Contract awards or performance will be suspended during the protest period unless justified in writing for urgent and compelling reasons or determined in writing to be in the best interest of the Government.
3. **Resolution Timeline:** The agency's goal is to resolve protests within 35 calendar days from the date of filing.
4. **Required Information:** Protests shall include the information set forth in FAR 33.104(a)(3). Failure to submit the required information may result in a delay or dismissal of the protest.
5. **Timeliness:** Protests must be filed within the timeframes specified in FAR 33.104.
6. **Submission:** Formal protests under the OPAP program should be submitted electronically to SPE.inquiry@usda.gov and the Contracting Officer.

Election of Forum. By initiating a protest with the USDA, the protester agrees not to pursue the same matter with the Government Accountability Office (GAO) or any other external forum while the agency protest is pending. If a protest is filed externally, the agency protest will be dismissed.