SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: 1171219

PAGE 1 OF 1

2. CONTRACT NO.

3. AWARD/ EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 1240BD26Q0070

6. SOLICITATION ISSUE DATE: 06/16/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: JORGE SOMOZA

b. TELEPHONE NUMBER (No collect calls): 509-423-2224

8. OFFER DUE DATE/LOCAL TIME: 07/02/2026 1400 PD

9. ISSUED BY CODE 40BD

USDA-FS CSA NORTHWEST 2
1220 SW 3RD AVE
STE 310
PORTLAND OR 97204-2829

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % 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): 238910

SIZE STANDARD: $19

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
☐ 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) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE 05G2

OLYMPIC NATIONAL FOREST
1835 BLACK LAKE BLVD SW
OLYMPIA WA 98512-5623

16. ADMINISTERED BY CODE 40BD

USDA-FS CSA NORTHWEST 2
1220 SW 3RD AVE
STE 310
PORTLAND OR 97204-2829

17a. CONTRACTOR/ OFFEROR CODE

FACILITY CODE

SAM UEID:

EMAIL :

TELEPHONE NO.

☐ 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
	KLAHANIE VAULT TOILET AND WELL REMOVAL. OLYMPIC NATIONAL FOREST Delivery: 09/30/2026 Period of Performance: 07/15/2026 to 09/30/2026 *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

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

☐ 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 ☐ 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.

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ 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)*: JORGE A. SOMOZA

31c. DATE SIGNED

KLAHANIE VAULT TOILET AND WELL REMOVAL
SOLICITATION NUMBER 1240BD26Q0070

Klahanie Vault Toilet and Well Removal
PART I—THE SCHEDULE
SECTION B--SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCHEDULE OF ITEMS

CLIN	Description	Estimated Quantity	Unit of Issue	Unit Cost	Total
	BASE ITEMS				
0001	Site Prep		LS		$_____
0002	Vault Toilet Demolition		LS		$_____
0003	Hand Pump Well Demolition		LS		$_____
0004	Final Grading and Seeding		LS		$_____
				TOTAL	$_____
	OPTION ITEMS				
0005	Remove and Dispose Kiosk and Signs		LS		$_____
0006	Remove and Dispose of Fee Tube		LS		$_____
0007	Remove and Dispose of Picnic Tables and Fire Rings		LS		$
				TOTAL	$_____
			TOTAL ALL		$_____

B.2 CONTRACTOR INFORMATION

Unique Entity ID (SAM): _____

EMAIL: _____

Demolish and dispose of the existing vault toilet building, handpump well and campground items including but not limited to: concrete foundation, in-ground vault, handpump, well, concrete foundation. Option items for removal and disposal of fire rings, picnic tables, signs, fee tube, site markers and metal gate.

Note: Prospective awardee shall be registered and active in the System for Award Management (SAM) data base when submitting an offer and shall continue to be registered until time of award, during performance, and through final payment of a contract resulting from this solicitation. Information on registration may be obtained via the internet at: http://www.sam.gov. All contractors and vendors must complete the electronic version of the Representations and Certifications in the SAM system.

Contracting questions shall be submitted via email to jorge.somoza@usda.gov. Technical questions shall be address to Roland Watson at 360-956-2317 or email roland.watson@usda.gov

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

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

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

52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

52.212-4	Terms and Conditions—Commercial Products and Commercial Services (Nov 2025)
	☐ Alternate I (Nov 2025) of 52.212-4
52.203-17	Contractor Employee Whistleblower Rights (Nov 2023)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.222-50	Combating Trafficking in Persons (Nov 2025)
	☐ Alternate I (Nov 2025) of 52.222-50
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
52.233-3	Protest After Award (Sep 2025)
52.233-4	Applicable Law for Breach of Contract Claim (Sep 2025)
52.240-91	Security Prohibitions and Exclusions (Nov 2025)
	☐ Alternate I (Nov 2025) of 52.240-91
52.244-6	Subcontracts for Commercial Products and Commercial Services (Nov 2025)

The following clauses are applicable if checked:

☐	52.203-6	Restrictions on Subcontractor Sales to the Government (Jun 2020) with Alternate I (Nov 2021) of 52.203-6
☐	52.203-13	Contractor Code of Business Ethics and Conduct (Nov 2021)
☐	52.204-9	Personal Identity Verification of Contractor Personnel Jan 2011
☒	52.204-13	System for Award Management—Maintenance (Nov 2025)
☐	52.204-91	Contractor identification (Nov 2025)

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

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

Employee Class	Monetary Wage -- Fringe Benefits

☐ 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018)
☐ 52.222-44 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014)
☐ 52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014)
☐ 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (Nov 2025)

☐ 52.222-54 Employment Eligibility Verification (Nov 2025)
☒ 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)
☒ 52.222-90 Addressing DEI Discrimination by Federal Contractors (Apr 2026)
☐ 52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (Nov 2025)
☐ 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)
☐ Alternate I (May 2008) of 52.223-9
☐ 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Nov 2025)
☐ 52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Nov 2025)
☐ 52.223-23 Sustainable Products and Services (Nov 2025)
☐ 52.224-3 Privacy Training (Jan 2017)
☐ Alternate I (Jan 2017) of 52.224-3
☐ 52.225-1 Buy American-Supplies (Nov 2025)
☐ Alternate I (Oct 2022) of 52.225-1
☐ 52.225-3 Buy American--Free Trade Agreements--Israeli Trade Act (Nov 2025)
☐ Alternate II (Nov 2025) of 52.225-3.
☐ Alternate III (Nov 2025) of 52.225-3.
☐ Alternate IV (Oct 2022) of 52.225-3
☐ 52.225-5 Trade Agreements (Nov 2023)
☐ 52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission outside the United States (May 2020)
☐ 52.225-26 Contractors Performing Private Security Functions Outside the United States (Oct 2016)
☐ 52.226-4 Notice of Disaster or Emergency Area Set-Aside (Nov 2007)
☐ 52.226-5 Restrictions on Subcontracting Outside Disaster or Emergency Area (Aug 2025)
☐ 52.229-12 Tax on Certain Foreign Procurements
☐ 52.232-29 Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021)
☐ 52.232-30 Installment Payments for Commercial Products and Commercial Services (Nov 2021)
☒ 52.232-33 Payment by Electronic Funds Transfer— System for Award Management (Oct 2018)
☐ 52.232-34 Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013)
☐ 52.232-36 Payment by Third Party (Nov 2025)
☐ 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
☐ 52.237-3 Continuity of Services (Jan 1991)
☐ 52.240-92 Security Requirements (Nov 2025)
☐ 52.240-93 Basic Safeguarding of Covered Contractor Information Systems (No 2025)
☐ 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2025)

☐ Alternate I (Apr 2023) of 52.247-64.
☐ Alternate II (Nov 2021) of 52.247-64

Other Applicable Clauses

52.217-7 Option for Increased Quantity – Separately Priced Line Item (MAR 1989)
52.217-8 Option to Extend Services (Nov 1999)
30 calendar days prior to contract expiration

AGAR Clauses

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

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

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

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

(b) If the contractor participates in, facilitates, or funds programs that implicate Title VI of the Civil Rights Act of 1964 or Title IX of the Education Amendments of 1972, as amended, including but not limited to grants to or for schools, colleges, universities, 4-H programs, non-governmental organization (NGO) programs, sports programs, and education-related grants to prisons or other

detention facilities, the contractor certifies that it will remain compliant with those laws, including the requirements set forth in Executive Order 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity.

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

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

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

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

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

AGAR 452.203-72 Unenforceable Supplier Terms (MAY 2026)

(a) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

452.204–70 Modification for Contract Closeout (Apr 2026)

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

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

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

Title			Pages
1. Statement of Work			4
2. Pictures			4
3. Location Map			1
	Page No	Description	
	1 of 1	Location Map	1
4. DOL Wage Decision No. WA 2015-5545			7
5. Past and Current Contract Information			1

US Department of Agriculture (USDA)

Statement of Work

Contents

Project 3
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Contractor Requirements 3
2.0 Technical Requirements / Tasks 3
3.0 Deliverables / Schedule 4
4.0 Project Location 4

Project

Klahanie Vault Toilet and Handpump Well Removal

General Information

1.0 Scope of Work

Demolish and dispose of the existing vault toilet building, handpump well and campground items including but not limited to: concrete foundation, in-ground vault, handpump, well, concrete foundation. Option items for removal and disposal of fire rings, picnic tables, signs, fee tube, site markers and metal gate.

Contractor Requirements

2.0 Technical Requirements / Tasks

This project consists of improving access, demolishing and disposing of the existing vault toilet building, concrete foundation, in-ground vault, removal of the water handpump well, concrete foundation, and capping of the well.
The water hand pump and well decommissioning shall be completed in accordance with WAC 173-160-381. A licensed well driller in state for which they are performing the work is a requirement of this project.
Proper disposal of debris, including proper recycling of material. The Contractor shall assume all risk, loss, damage, or expense arising out of prosecution of the work, except as otherwise provided in the contract.

Base Items

0001 Site Prep

A. Clean all equipment of dirt, mud, seeds and other plant parts before moved onto National Forest land.
B. Ensure all material transported onto National Forest System land shall be weed-free as determined/defined by the Forest Service.
C. Erosion control measures that include applying weed free straw and native ground cover seed mix on disturbed soils.
D. Place slash mats where possible for any work on native surface (i.e. off road prism or existing disturbance prism).
E. Treat existing invasive plant infestations with appropriate herbicide before ground disturbing activities begin
F. Remove two buried jersey barriers and excess material making an accessible road into the campground.
G. Relocate large rocks to allow the old gate to close and lock, this can be used to control access during the project.
H. Buck up and leave a fallen tree that prevents access, at time of contract development its only one tree.

0002 Vault Toilet Demolition

I. Demolish existing vault toilet, concrete foundation and remove in-ground vault.
J. Disposal of all building demolition debris and contents.
K. The vault volume is unknow and a pump out of sewage is required prior to removal.

0003 Hand Pump Well Demolition

L. Demolish well hand pump, concrete foundation and cap the well per WAC 173-160-381.
M. Washing State licensed well driller is required for this portion of the project.

0004 Final Grading and Seeding

N. Backfill both vault and hand pump well locations with mixture of certified weed-free rock and mineral soil.
O. Re-establish original slope contours and surface hydrologic pathways where practicable.
P. Establish effective ground cover to minimize accelerated erosion and soil loss, placement of seed and weed-free straw for erosion control.
Q. Remove and dispose unusable materials and garbage, recycle any useable materials as possible.

Option Items

1005 Remove and Dispose Kiosk and Signs

A. Remove and dispose of 1 multi post kiosk including concrete footings.
B. Remove and dispose of 1 double post road sign.
C. Remove and dispose of 2 single post signs: loop junction sign and one way sign upper loop.

D. Remove and dispose of 9 site marker posts: 7 wooden and 2 metal

1006 Remove and Dispose Fee Tube

E. Remove and dispose of metal fee tube and concrete base

1007 Remove and Dispose Picnic Tables and Fire Rings

F. Remove and dispose of 8 concrete base picnic tables with planks
G. Remove and dispose of 1 metal base picnic table with planks
H. Remove and dispose of 10 metal fire rings

The Contractor shall take all precautions to maintain the work site at all times, in a condition that will prevent damage or injury to person or property, both Government, or otherwise. The Contractor shall protect all personnel, whether government or civilian, from all safety hazards on job sites during progress of work on this contract. All worksites shall be kept free of litter or other debris, and upon completion of work each day, all residual materials shall be cleaned.

With their quote, the Contractor acknowledges that they have taken the necessary steps to ascertain the nature and location of work and have investigated and satisfied themselves as to the general and local conditions that can affect the work or its cost. Any failure of the contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from the responsibility of estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expenses to the Government.

3.0 Deliverables / Schedule

All project work will be completed between July 15th – Sep 30th 2026

Special Note
The Forest Service will be reconstructing multiple damaged sites on the 2900-000 (A- Road) between April and October 2026. Each site will require a road closure to facilitate construction, including MP 2.8 and MP 3.1. The Klahanie Vault and Well Removal project at MP 5.0 will be impacted approximately 8/4/26-8/12/26 at milepost 3.1 (7 days) and 8/13/26-9/2/2026 at milepost 2.8 (15 days). These closures are subject to change as the project progresses; monthly updates will be posted on the forest website. The selected contractor will need to coordinate with the [ERFO project name] contractor to schedule access during this time.

Pre Bid
There will be a Pre-Bid Tour for the project, Thursday, June 25 from 12:00 pm-2:00 pm PST.
Prospective quoters are encouraged to tour the site prior to quoting

For information about the project site, contact the following individual:

Name:	Roland Watson
Telephone:	360-956-2317
E-mail:	Roland.Watson@usda.gov

4.0 Project Location

The project is located on the Olympic National Forest, Clallam County, Washington. From Forks, WA travel north on Highway 101 for 1.5 miles. Turn right on to Sitkum Sol Duc Road, Forest Service Road 29. The campground is ~5 miles down the road on the right. Latitude: 47°57'46.49"N, Longitude: 124°18'22.93"W.

Pictures

Vault toilet

Handpump

Sign board and fee tube

Entry road barriers, gate

Picnic table with concrete base

Strait of Juan de Fuca
MAKAH RESERVATION
OZETTE RESERVATION
LOWER ELWHA RESERVATION
Port Angeles
Port Townsend
Sequim Bay
Lake Crescent
Forks
QUILEUTE RESERVATION
HOH RESERVATION
Pacific Ocean
Olympic National Park
Quilcene
Quinault
QUINAULT RESERVATION
Olympic National Forest
Hood Canal
Bremerton
Seattle
Hoodsport
Tacoma
Olympia
Aberdeen
101
5
N
Legend
Cities
State Hwy
Interstate Hwy
Waterways
National Forest
National Park
State Land
Tribal Land
miles
scale
0 5 10 15
*due to scale not all Tribal Land represented

"

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms
Director

Division of Wage Determinations

Wage Determination No.: 2015-5545
Revision No.: 30
Date Of Last Revision: 5/13/2026

State: Washington

Area: Washington Counties of Clallam and Jefferson

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		20.46
01012 - Accounting Clerk II		22.97
01013 - Accounting Clerk III		25.69
01020 - Administrative Assistant		34.00
01035 - Court Reporter		22.67
01041 - Customer Service Representative I		17.64
01042 - Customer Service Representative II		19.25
01043 - Customer Service Representative III		21.60
01051 - Data Entry Operator I		20.57
01052 - Data Entry Operator II		22.44
01060 - Dispatcher, Motor Vehicle		27.03
01070 - Document Preparation Clerk		18.05
01090 - Duplicating Machine Operator		18.05
01111 - General Clerk I		18.50
01112 - General Clerk II		20.19
01113 - General Clerk III		22.66
01120 - Housing Referral Assistant		25.26
01141 - Messenger Courier		16.04
01191 - Order Clerk I		19.30
01192 - Order Clerk II		21.06
01261 - Personnel Assistant (Employment) I		20.75
01262 - Personnel Assistant (Employment) II		23.20
01263 - Personnel Assistant (Employment) III		25.86
01270 - Production Control Clerk		26.06
01290 - Rental Clerk		19.77
01300 - Scheduler, Maintenance		20.26
01311 - Secretary I		20.26
01312 - Secretary II		22.67
01313 - Secretary III		25.26
01320 - Service Order Dispatcher		24.16
01410 - Supply Technician		34.00
01420 - Survey Worker		20.91
01460 - Switchboard Operator/Receptionist		18.86
01531 - Travel Clerk I		18.10
01532 - Travel Clerk II		20.32
01533 - Travel Clerk III		22.73
01611 - Word Processor I		18.64
01612 - Word Processor II		20.92
01613 - Word Processor III		23.40
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		23.94
05010 - Automotive Electrician		25.21
05040 - Automotive Glass Installer		24.11
05070 - Automotive Worker		24.11
05110 - Mobile Equipment Servicer		21.92
05130 - Motor Equipment Metal Mechanic		26.26
05160 - Motor Equipment Metal Worker		24.11
05190 - Motor Vehicle Mechanic		26.26
05220 - Motor Vehicle Mechanic Helper		20.73
05250 - Motor Vehicle Upholstery Worker		22.83
05280 - Motor Vehicle Wrecker		24.11
05310 - Painter, Automotive		25.21
05340 - Radiator Repair Specialist		24.11
05370 - Tire Repairer		21.57
05400 - Transmission Repair Specialist		26.26
07000 - Food Preparation And Service Occupations		
07010 - Baker		18.39

07041 - Cook I		22.30
07042 - Cook II		25.06
07070 - Dishwasher		17.02
07130 - Food Service Worker		18.14
07210 - Meat Cutter		22.74
07260 - Waiter/Waitress		19.64
09000 - Furniture Maintenance And Repair Occupations		
09010 - Electrostatic Spray Painter		24.34
09040 - Furniture Handler		17.77
09080 - Furniture Refinisher		24.34
09090 - Furniture Refinisher Helper		19.65
09110 - Furniture Repairer, Minor		21.88
09130 - Upholsterer		24.34
11000 - General Services And Support Occupations		
11030 - Cleaner, Vehicles		18.18
11060 - Elevator Operator		20.00
11090 - Gardener		25.33
11122 - Housekeeping Aide		20.00
11150 - Janitor		20.00
11210 - Laborer, Grounds Maintenance		20.52
11240 - Maid or Houseman		17.44
11260 - Pruner		19.07
11270 - Tractor Operator		23.75
11330 - Trail Maintenance Worker		20.52
11360 - Window Cleaner		21.52
12000 - Health Occupations		
12010 - Ambulance Driver		25.41
12011 - Breath Alcohol Technician		33.46
12012 - Certified Occupational Therapist Assistant		41.75
12015 - Certified Physical Therapist Assistant		31.98
12020 - Dental Assistant		24.08
12025 - Dental Hygienist		56.75
12030 - EKG Technician		46.10
12035 - Electroneurodiagnostic Technologist		46.10
12040 - Emergency Medical Technician		25.41
12071 - Licensed Practical Nurse I		29.92
12072 - Licensed Practical Nurse II		33.46
12073 - Licensed Practical Nurse III		37.30
12100 - Medical Assistant		23.36
12130 - Medical Laboratory Technician		34.81
12160 - Medical Record Clerk		24.00
12190 - Medical Record Technician		26.84
12195 - Medical Transcriptionist		28.03
12210 - Nuclear Medicine Technologist		73.56
12221 - Nursing Assistant I		16.09
12222 - Nursing Assistant II		18.11
12223 - Nursing Assistant III		19.76
12224 - Nursing Assistant IV		22.18
12235 - Optical Dispenser		22.40
12236 - Optical Technician		29.92
12250 - Pharmacy Technician		23.65
12280 - Phlebotomist		23.85
12305 - Radiologic Technologist		45.05
12311 - Registered Nurse I		29.46
12312 - Registered Nurse II		36.05
12313 - Registered Nurse II, Specialist		36.05
12314 - Registered Nurse III		43.61
12315 - Registered Nurse III, Anesthetist		43.61
12316 - Registered Nurse IV		52.28
12317 - Scheduler (Drug and Alcohol Testing)		41.47
12320 - Substance Abuse Treatment Counselor		29.34
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		24.09
13012 - Exhibits Specialist II		29.83
13013 - Exhibits Specialist III		36.50
13041 - Illustrator I		24.09
13042 - Illustrator II		29.83
13043 - Illustrator III		36.50
13047 - Librarian		33.98
13050 - Library Aide/Clerk		21.49
13054 - Library Information Technology Systems Administrator		28.67
13058 - Library Technician		26.61
13061 - Media Specialist I		21.53
13062 - Media Specialist II		24.09
13063 - Media Specialist III		26.85
13071 - Photographer I		22.15
13072 - Photographer II		24.77
13073 - Photographer III		30.68
13074 - Photographer IV		37.53
13075 - Photographer V		45.42
13090 - Technical Order Library Clerk		26.98
13110 - Video Teleconference Technician		22.15
14000 - Information Technology Occupations		
14041 - Computer Operator I		22.48
14042 - Computer Operator II		25.15
14043 - Computer Operator III		28.04
14044 - Computer Operator IV		31.17
14045 - Computer Operator V		34.51
14071 - Computer Programmer I	(see 1)	24.47
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	

14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		22.48
14160 - Personal Computer Support Technician		31.17
14170 - System Support Specialist		36.80
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		35.52
15020 - Aircrew Training Devices Instructor (Rated)		42.97
15030 - Air Crew Training Devices Instructor (Pilot)		51.51
15050 - Computer Based Training Specialist / Instructor		35.52
15060 - Educational Technologist		34.68
15070 - Flight Instructor (Pilot)		51.51
15080 - Graphic Artist		27.03
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		51.51
15086 - Maintenance Test Pilot, Rotary Wing		51.51
15088 - Non-Maintenance Test/Co-Pilot		51.51
15090 - Technical Instructor		30.62
15095 - Technical Instructor/Course Developer		37.46
15110 - Test Proctor		24.73
15120 - Tutor		24.73
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		23.17
16030 - Counter Attendant		23.17
16040 - Dry Cleaner		26.47
16070 - Finisher, Flatwork, Machine		23.17
16090 - Presser, Hand		23.17
16110 - Presser, Machine, Drycleaning		23.17
16130 - Presser, Machine, Shirts		23.17
16160 - Presser, Machine, Wearing Apparel, Laundry		23.17
16190 - Sewing Machine Operator		27.57
16220 - Tailor		28.67
16250 - Washer, Machine		24.27
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		35.68
19040 - Tool And Die Maker		41.62
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		23.29
21030 - Material Coordinator		26.06
21040 - Material Expediter		26.06
21050 - Material Handling Laborer		19.41
21071 - Order Filler		19.80
21080 - Production Line Worker (Food Processing)		23.29
21110 - Shipping Packer		22.74
21130 - Shipping/Receiving Clerk		22.74
21140 - Store Worker I		20.29
21150 - Stock Clerk		24.95
21210 - Tools And Parts Attendant		23.29
21410 - Warehouse Specialist		23.29
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		39.94
23019 - Aircraft Logs and Records Technician		32.94
23021 - Aircraft Mechanic I		38.32
23022 - Aircraft Mechanic II		39.94
23023 - Aircraft Mechanic III		41.38
23040 - Aircraft Mechanic Helper		29.11
23050 - Aircraft, Painter		36.65
23060 - Aircraft Servicer		32.94
23070 - Aircraft Survival Flight Equipment Technician		36.65
23080 - Aircraft Worker		34.90
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		34.90
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		38.32
23110 - Appliance Mechanic		35.68
23120 - Bicycle Repairer		27.46
23125 - Cable Splicer		62.46
23130 - Carpenter, Maintenance		29.88
23140 - Carpet Layer		30.00
23160 - Electrician, Maintenance		37.70
23181 - Electronics Technician Maintenance I		35.77
23182 - Electronics Technician Maintenance II		37.57
23183 - Electronics Technician Maintenance III		39.28
23260 - Fabric Worker		32.08
23290 - Fire Alarm System Mechanic		37.31
23310 - Fire Extinguisher Repairer		30.23
23311 - Fuel Distribution System Mechanic		42.02
23312 - Fuel Distribution System Operator		34.05
23370 - General Maintenance Worker		24.86
23380 - Ground Support Equipment Mechanic		38.32
23381 - Ground Support Equipment Servicer		32.94
23382 - Ground Support Equipment Worker		34.90
23391 - Gunsmith I		30.23
23392 - Gunsmith II		33.98
23393 - Gunsmith III		37.31
23410 - Heating, Ventilation And Air-Conditioning Mechanic		29.23
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)		30.47

23430 - Heavy Equipment Mechanic		34.34
23440 - Heavy Equipment Operator		34.97
23460 - Instrument Mechanic		37.31
23465 - Laboratory/Shelter Mechanic		35.68
23470 - Laborer		19.41
23510 - Locksmith		35.68
23530 - Machinery Maintenance Mechanic		33.13
23550 - Machinist, Maintenance		29.60
23580 - Maintenance Trades Helper		24.35
23591 - Metrology Technician I		37.31
23592 - Metrology Technician II		38.90
23593 - Metrology Technician III		40.29
23640 - Millwright		35.88
23710 - Office Appliance Repairer		35.68
23760 - Painter, Maintenance		25.88
23790 - Pipefitter, Maintenance		34.85
23810 - Plumber, Maintenance		33.33
23820 - Pneudraulic Systems Mechanic		37.31
23850 - Rigger		37.31
23870 - Scale Mechanic		33.98
23890 - Sheet-Metal Worker, Maintenance		37.37
23910 - Small Engine Mechanic		26.53
23931 - Telecommunications Mechanic I		32.22
23932 - Telecommunications Mechanic II		33.58
23950 - Telephone Lineman		33.13
23960 - Welder, Combination, Maintenance		27.28
23965 - Well Driller		36.36
23970 - Woodcraft Worker		37.31
23980 - Woodworker		30.23
24000 - Personal Needs Occupations		
24550 - Case Manager		22.47
24570 - Child Care Attendant		17.44
24580 - Child Care Center Clerk		21.74
24610 - Chore Aide		20.90
24620 - Family Readiness And Support Services Coordinator		22.47
24630 - Homemaker		22.47
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender		32.49
25040 - Sewage Plant Operator		33.32
25070 - Stationary Engineer		32.49
25190 - Ventilation Equipment Tender		24.68
25210 - Water Treatment Plant Operator		33.32
27000 - Protective Service Occupations		
27004 - Alarm Monitor		29.28
27007 - Baggage Inspector		21.49
27008 - Corrections Officer		32.41
27010 - Court Security Officer		33.53
27030 - Detection Dog Handler		24.23
27040 - Detention Officer		32.41
27070 - Firefighter		34.99
27101 - Guard I		21.49
27102 - Guard II		24.23
27131 - Police Officer I		35.95
27132 - Police Officer II		39.95
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		21.25
28042 - Carnival Equipment Repairer		22.66
28043 - Carnival Worker		17.00
28210 - Gate Attendant/Gate Tender		22.24
28310 - Lifeguard		16.70
28350 - Park Attendant (Aide)		24.88
28510 - Recreation Aide/Health Facility Attendant		18.16
28515 - Recreation Specialist		30.82
28630 - Sports Official		19.82
28690 - Swimming Pool Operator		25.47
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		34.25
29020 - Hatch Tender		34.25
29030 - Line Handler		34.25
29041 - Stevedore I		32.33
29042 - Stevedore II		35.97
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	51.79
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	35.71
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	39.32
30021 - Archeological Technician I		23.68
30022 - Archeological Technician II		26.49
30023 - Archeological Technician III		32.81
30030 - Cartographic Technician		32.81
30040 - Civil Engineering Technician		32.69
30051 - Cryogenic Technician I		35.89
30052 - Cryogenic Technician II		39.64
30061 - Drafter/CAD Operator I		23.68
30062 - Drafter/CAD Operator II		26.49
30063 - Drafter/CAD Operator III		29.52
30064 - Drafter/CAD Operator IV		36.34
30081 - Engineering Technician I		20.27
30082 - Engineering Technician II		22.53

30083 - Engineering Technician III		25.20
30084 - Engineering Technician IV		31.22
30085 - Engineering Technician V		38.19
30086 - Engineering Technician VI		46.21
30090 - Environmental Technician		32.42
30095 - Evidence Control Specialist		32.42
30210 - Laboratory Technician		29.52
30221 - Latent Fingerprint Technician I		35.89
30222 - Latent Fingerprint Technician II		39.64
30240 - Mathematical Technician		33.95
30361 - Paralegal/Legal Assistant I		24.12
30362 - Paralegal/Legal Assistant II		29.87
30363 - Paralegal/Legal Assistant III		36.53
30364 - Paralegal/Legal Assistant IV		44.20
30375 - Petroleum Supply Specialist		39.64
30390 - Photo-Optics Technician		32.81
30395 - Radiation Control Technician		39.64
30461 - Technical Writer I		32.42
30462 - Technical Writer II		39.64
30463 - Technical Writer III		47.96
30491 - Unexploded Ordnance (UXO) Technician I		32.91
30492 - Unexploded Ordnance (UXO) Technician II		39.82
30493 - Unexploded Ordnance (UXO) Technician III		47.73
30494 - Unexploded (UXO) Safety Escort		32.91
30495 - Unexploded (UXO) Sweep Personnel		32.91
30501 - Weather Forecaster I		36.34
30502 - Weather Forecaster II		44.20
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	29.17
30621 - Weather Observer, Senior	(see 2)	32.42
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		39.82
31020 - Bus Aide		20.05
31030 - Bus Driver		26.26
31043 - Driver Courier		20.52
31260 - Parking and Lot Attendant		16.79
31290 - Shuttle Bus Driver		20.27
31310 - Taxi Driver		20.82
31361 - Truckdriver, Light		21.88
31362 - Truckdriver, Medium		23.21
31363 - Truckdriver, Heavy		29.68
31364 - Truckdriver, Tractor-Trailer		29.68
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		19.41
99030 - Cashier		17.23
99050 - Desk Clerk		17.27
99095 - Embalmer		30.55
99130 - Flight Follower		32.91
99251 - Laboratory Animal Caretaker I		18.19
99252 - Laboratory Animal Caretaker II		19.40
99260 - Marketing Analyst		31.12
99310 - Mortician		30.55
99410 - Pest Controller		23.08
99510 - Photofinishing Worker		17.30
99710 - Recycling Laborer		31.14
99711 - Recycling Specialist		36.04
99730 - Refuse Collector		28.87
99810 - Sales Clerk		17.51
99820 - School Crossing Guard		27.42
99830 - Survey Party Chief		40.11
99831 - Surveying Aide		19.00
99832 - Surveying Technician		28.68
99840 - Vending Machine Attendant		26.06
99841 - Vending Machine Repairer		31.24
99842 - Vending Machine Repairer Helper		26.06

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Note: Executive Order 13658 generally applies to contracts subject to the Service Contract Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the cor
Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $5.55 per hour, up to 40 hours per week, or $222.00 per week or $962.00 per month

HEALTH & WELFARE EO 13706: $5.09 per hour, up to 40 hours per week, or $203.60 per week, or $882.27 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least $27.63 per hour (or at least $684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage

determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of """"wash and wear"""" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the """"Service Contract Act Directory of Occupations"""", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the """"Service Contract Act Directory of Occupations"""" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."""

NOTE: **If you use this form, you need to submit enough pages to cover all the information specified. Unless you have very little experience within the requirements of this solicitation, you will need more than one sheet to cover all the work to be reported.**

PAST AND CURRENT CONTRACT INFORMATION **Page _____ of _____ Pages**
(For the past 4 similar deliveries)
OFFEROR'S NAME

CUSTOMER NAME	CONTRACT NO.	BRIEF DESCRIPTION	PRIMARY CONTACT INFORMATION
			NAME:
CUSTOMER ADDRESS			VOICE PHONE #:
			FAX PHONE #:
	CONTRACT VALUE	COMPLETION DATE OR % COMPLETE IF ONGOING	SECONDARY CONTACT INFO.
			NAME:
			VOICE PHONE #:
			FAX PHONE #:

CUSTOMER NAME	CONTRACT NO.	BRIEF DESCRIPTION	PRIMARY CONTACT INFORMATION
			NAME:
CUSTOMER ADDRESS			VOICE PHONE #:
			FAX PHONE #:
	CONTRACT VALUE	COMPLETION DATE OR % COMPLETE IF ONGOING	SECONDARY CONTACT INFO.
			NAME:
			VOICE PHONE #:
			FAX PHONE #:

Solicitation Information

Award Type

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

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

Evaluation and Basis for Award

Price:

The offeror shall provide pricing as requested in the Schedule of Items of this Request for Quote. Failure to propose pricing for all individual line items may result in a quotation being excluded from further consideration. The offeror's quotation will be evaluated in accordance with FAR 12.204, to determine if it is fair and reasonable.

Submit the following:

- SF-1449, Complete Blocks 17a., 30a., 30b., and 30c. (include telephone, e-mail, and Unique Entity ID (UEID) in Block 17a.); **Do not submit your own SF-1449**
- Acknowledge and submit all SF-30 Amendments to the solicitation, *if any*, as posted by the CO on the SAM website; *and*
- Complete the Schedule of Items. **Do not submit your own pricing information on your own format. You must use the provided Schedule of Items**.

Note #1: Omitting the UEID from the SF-1449 will prevent the contracting officer (CO) from verifying that your company has an active SAM account. Including the UEID elsewhere in your quotation package will cause your quotation package to be excluded from consideration.

Note #2: Failure to complete each block on the Schedule of Items will cause your quotation package to be excluded from consideration.

Past Performance/Experience:

The Government may utilize any references provided by the Contractor, along with information available from past contracts/orders with the USDA and any information found using sources such as Federal Government sources or the Contractor Performance Assessment Reporting System (CPARS) to determine if the Contractor has acceptable or neutral Past Performance. 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.

Provide a list of 4 current/completed Relevant contracts awarded to your company. You can use the form provided with this Request for Quote or your own form as long as you provide all the information required.

In this order, provide:

- Contract No. and Project Title;
- Period of Performance (Start & Finish Dates);
- Final Contract Amount;
- Brief Description of the Scope of Services; *and*
- Project Owner Contact Information (name, phone, and email).

Note #1: Do not include non-relevant projects. This will cause your quotation package to be excluded from consideration.

Note #2: Do not submit documents not requested in this paragraph—or elsewhere in the solicitation—e.g. cover letters, capability statements, etc. This will cause your quotation package to be excluded from consideration.

<u>Evaluation Method:</u>

All quotations 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.

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.

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:

Quotation Package Structure: Submit your quotation package in the order of the evaluation factors for award above *and* as one (1) Adobe (.pdf) attachment to your submission e-mail. This PDF attachment should contain the SF-1449 along with all the other requested information (Experience, Past Performance). **The Schedule of Items will be used to submit prices. Submitting your own schedule of Items would make your quotation to be excluded from consideration.**

Sent your quote by email to jorge.somoza@usda.gov only. **Do not send your quote to anyone else.** Submit your quote no later than 02 July 2026 before 2:00 PM PDST. Any quote received after 2:00 PM on that day is late and it won't be accepted it.

Period for acceptance of offers.
The Offeror agrees to hold the prices in its offer firm for **90 calendar days** from the date specified for receipt of offers.

Questions
Contracting questions shall be submitted via email to jorge.somoza@usda.gov. Technical questions shall be address to Robert Ontiveros at Robert.Ontiveros@usda.gov

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)

The following provisions are applicable if checked:

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

☒ 52.204-7 System for Award Management—Registration (Nov 2025)
☐ Alternate I (Nov 2025) to 52.204-7
☐ 52.204-90 Offeror Identification (Nov 2025)
☐ 52.207-6 Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts) (Aug 2024)
☐ 52.209-12 Certification Regarding Tax Matters (Oct 2025)
☐ 52.219-2 Equal Low Bids (Nov 2025)
☐ 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2021)
☐ 52.222-48 Exemption from Application of the Service Contract Labor Standards for Maintenance, Calibration, or Repair of Certain Equipment–Certification (Nov 2025)
☐ 52.222-52 Exemption from Application of the Service Contract Labor Standards for Certain Services-Certification (Nov 2025)
☐ 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (Oct 2020)
☐ 52.223-4 Recovered Material Certification (May 2008)
☐ 52.225-2 Buy American Certificate (Oct 2022)
☐ 52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate (Nov 2025)
☐ 52.225-6 Trade Agreements-Certificate (Feb 2021)
☐ 52.226-3 Disaster or Emergency Area Representation (Nov 2007)
☐ 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (Jul 2025)

Other Applicable FAR Provisions

52.237-1 Site Visits (Apr 1984)

FAR 52.217-5 EVALUATION OF OPTIONS (JULY 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

AGAR Provisions

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

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

(1) It is compliant with all applicable Federal anti-discrimination laws and the Equal Protection principles of the U.S. Constitution.
(2) Neither it nor any proposed subcontractor or teaming partner operates or funds any program, policy, or initiative that promotes DEI in a manner that violates any applicable Federal anti-

discrimination laws, including but not limited to Title VI and VII of the Civil Rights Act of 1964, or the Equal Protection principles of the U.S. Constitution.

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

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

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

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

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

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

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

Tier 1: Contracting Officer Concern Resolution

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

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

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

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

Next Steps: If the matter cannot be resolved at Tier 1, the interested party may file a written agency protest under Tier 2.
USDA encourages all parties to seek resolution with the Contracting Officer before filing an agency protest.

Tier 2: Agency Protest
If concerns cannot be resolved at Tier 1, an interested party may file a written agency protest with either the Contracting Officer or the USDA Independent Review Authority. The decision by the USDA Independent Review Authority is an alternative to a decision by the Contracting Officer. The USDA Independent Review Authority will not consider an appeal of the Contracting Officer's decision on an agency protest.
The protest must state whether the protester elects review by the Contracting Officer, by the UDSA Independent Review Authority. If no election is stated, the Contracting Officer will decide the protest.

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

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

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

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

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

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

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