SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	12FPC326B0006	☒ SEALED BID (IFB) ☒ INVITATION FOR BID ☐ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	05/06/2026	1 of 39

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
	1168411	

7. ISSUED BY	CODE	8. ADDRESS OFFER TO
USDA FPAC Business Center Western Section FPAC-HQ-12FPC3@usda.gov	FPAC-HQ-12FPC3	

9. FOR INFORMATION CALL	a. NAME	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*
	BOBBY COPENNY	

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)*

Through the USDA Natural Resources conservation Service (NRCS), Agricultural Conservation Easement Program, the NRCS proposes to contract a Wetland Reserve Easement (WRE) Repair project along Mt. Perry Road. The project is located in Madison Township - Perry County, Ohio.

CONTRACTOR RESPONSIBILITIES:

1. Provide all supervision, labor, tools, equipment, transportation, and material necessary to perform
   the work.
2. Follow industry standards, all federal and state, and local construction, safety and labor laws.
3. Contractor is responsible for their equipment. The Government is not liable for damages or losses
   of equipment due to theft or vandalism.
4. Remove all debris and excess materials from the site and dispose of them properly.

SITE VISITS.

Interested contractors can review the work site by attending the Site Visit on June

Continued ...

11. The Contractor shall begin performance within 10 calendar days and complete it within 47 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? *(If "YES", indicate within how many calendar days after award in Item 12b.)*	☒ YES ☐ NO	12b. CALENDAR DAYS
		10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by 1400 *(hour)* local time 06/05/2026 *(date)*. If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

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

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

d. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected .

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*	15. TELEPHONE NO. *(Include area code)*
	16. REMITTANCE ADDRESS *(Include only if different than item 14.)*
CODE FACILITY CODE	

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

AMOUNTS ▶

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

19. ACKNOWLEDGEMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE.										

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

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ▶	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT ☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 3304(a) ( )

26. ADMINISTERED BY CODE FPAC-HQ-12FPC3	27. PAYMENT WILL BE MADE BY
USDA FPAC Business Center Western Section FPAC-HQ-12FPC3@usda.gov	

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ 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)* BRIAN T. DWYER	
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA BY	31c. DATE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	15, 2026, at 10:00am CT. Site Visit Location: 13587 Mt Perry Rd, Mt Perry, OH 43760. Review of the work site is not mandatory, but highly recommended. Site Visit POC: Joe Lehman at joe.lehman@usda.gov, (614)225-2538. Delivery: 09/16/2026 Period of Performance: 07/31/2026 to 09/16/2026				
0001	Dike repair: Mobilization and Demobilization				
0002	Dike repair:Excation				
0003	Dike Repair: Earth Fill				
0004	Dike repair: Rock Riprap- ODOT Type D+ Bedding				
0005	Dike Repair: Seeding, sprigging, and mulching Delivery Location Code: NRCS-OH-125E34 USDA-NRCS-OHIO STATE OFFICE 200 N. HIGH STREET ROOM 522 COLUMBUS OH 43215 US Technical POC: Joe Lehman, Email: joe.lehman@usda.gov, Phone: 614-255-2538 Contract Specialist: Bobby Copenny, II, Email: bobby.copenny@usda.gov, Phone: 817-509-3503				

PART I – THE SCHEDULE

B - SUPPLIES OR SERVICES AND PRICES

NRCS White Ohio ACEP WRE Easement Repair (Dike Repair)-Madison Township, Perry County, Ohio

This solicitation requires bidding on all line items, failure to do so will disqualify the bid.

Item No.	Supplies/Services	Spec. No.	Quantity	Unit	Unit Price	Amount
1	Mobilization/Demobilization	8	1	LS	XXXXXX	$
2	Excavation	21	3,196	CY	$	$
3	Earthfill	23	3,192	CY	$	$
4	Rock Riprap – ODOT Type D + Bedding	61	686	CY	$	$
5	Seeding, Sprigging, & Mulching	25	1.38	Acres	$	$

TOTAL BID: $_____

SUBMITTED BY:_____UEI#_____

ONE AWARD FOR THE AGGREGATE OF ALL ITEMS WILL BE MADE AS A RESULT OF THIS SOLICITATION

C - DESCRIPTION/SPECIFICATIONS

The project consists of a Wetland Reserve Easement (WRE) Repair along Mt. Perry Road in Madison Township, Perry County, Ohio. The project consists of 3,196 CY of wetland dike excavation, 3,192 CY of wetland dike earthen fill, 686 CY of Type D + bedding riprap installation, and 1.38 acres of Seeding & Mulching.

D - PACKAGING AND MARKING

No clauses included in this section.

E - INSPECTION AND ACCEPTANCE

52.246-12 Inspection of Construction. (Aug 1996) (Optional under SAT of $250K)

(a) Definition."Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not-

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this- section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer’s written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may-

(1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or

(2) Terminate for default the Contractor’s right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material

respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

F - DELIVERIES OR PERFORMANCE

52.242-14 Suspension of Work. (Apr 1984)

Work Performance on Holidays

The Contractor shall not perform work on the following holidays except in the case of emergency as permitted elsewhere in this contract:

New Year's Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

The contract performance time has been established to allow for the non-working holidays stated above.

The Contractor may be permitted to work the following remaining designated Federal holidays provided that he/she submits a letter of request to the Contracting Officer at least five (5) days in advance of the holiday.

Birthday of Martin Luther King, Jr.'s
Washington's Birthday
Memorial Day
Juneteenth Independence Day
Columbus Day
Veterans Day

G - CONTRACT ADMINISTRATION DATA

Contracting Officer's Authority
The Contracting Officer (CO) is the only person authorized to approve changes in any of the requirements of this contract. This authority remains solely with the CO. In the event that the Contractor effects any change at the direction of any person other than the CO, the change will be considered to have been made without authority and NO adjustment will be made in the contract price to cover any INCREASE in costs incurred as a result thereof and all contract terms and conditions remain unchanged.

Contracting Officer's Representative
The Contracting Officer's Representative (COR) is an individual designated in writing by the Contracting Officer (CO) to act as an authorized representative of the CO to perform specific contract administrative functions within the scope and limitations as defined by the CO in the COR's appointment letter. This letter specifies the extent of the COR's authority to act on behalf of the CO. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery or any other term or condition of the contract. Any subsequent change to the COR or COR responsibilities will be confirmed, in writing, by the CO. A COR does not have the authority to and may never –

1. award, agree to, or execute any contract, contract modification, or notice of intent;
2. obligate, in any way, the payment of money by the Government;
3. make a final decision on any contract matter which is subject to the clause at FAR 52.233-1, Disputes; or
4. terminate, for any cause, the contractor's right to proceed.

If the contractor does not receive a copy of the COR appointment letter, the contractor is required to request a copy of it from the CO prior to commencing work. Individuals not designated in writing as a COR by the CO are not considered a COR and do not have the authority delegated to the COR. If the contractor considers any action or inaction by a COR, any other government employee (such as an inspector), or representative or agent of the government as a change to the contract terms and conditions they must notify the contracting officer immediately and not proceed with any such change until approved by the contracting officer

Designated Payment Office Contact Point
The contact point described below coordinates the issuance of payments under this contract. If payment is not received within 5 days after the due date specified in the contract, contact the payment office designated below for information on when payment will be made.

USDA, National Finance Center
Administrative Payments Branch (APB)
Telephone: (800) 421-0323 or (504) 426-6510

If questions arise on the amount paid, contact the contracting officer at the number or address shown in the contract.

Electronic Invoicing and Payment Requirements – Invoice Payment Platform (IPP)
Invoices must be submitted electronically through the U.S. Department of the Treasury's Invoice Payment Platform System (IPP) or the Contractor must be willing to accept payment by Government purchase card.

The Contractor must use the IPP website (https://www.ipp.gov) to register, access, and use IPP for submitting invoices. Contractor assistance with enrollment can be obtained by calling (866) 973-3131.

Invoices submitted by means other than IPP will not be accepted unless the Contracting Officer authorizes alternate procedures in writing.

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

- Itemization of the amounts requested;
- Subcontractor listing showing 1) each subcontractor and the total value of the subcontract, 2) the portion of the instant progress payment that will be made to each subcontractor, and 3) the total amount previously paid to each subcontractor;
- Payment request certification from the clause; and
- Release of claims (final payment only).

  "I, (Name of Contractor), do hereby release the United States of America from any and all claims and liabilities of any character whatsoever arising under and by virtue of contract number (Identify Contract) dated (Date) as amended, except as stated.

  (Date of Release) (Signature of Contractor)"]

H - SPECIAL CONTRACT REQUIREMENTS

52.236-13 Accident Prevention. (DEVIATION Jul 2025)

(a) The Contractor shall provide and maintain work environments and procedures that—

(1) Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) Avoid interruptions of Government operations and delays in project completion dates; and

(3) Control costs in the performance of this contract.

(b) In addition, for contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall—

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR part 1926 and 29 CFR part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d)

(1) If the Contracting Officer becomes aware of any noncompliance with these requirements or any condition that poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer will notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action.

(2) This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required.

(3) After receiving the notice, the Contractor shall immediately take corrective action.

(4) If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken.

(5) The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop-work order issued under this clause.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in subcontracts.

(End of clause)

NATURAL RESOURCES CONSERVATION SERVICE SUPPLEMENT TO OSHA PARTS 1910 AND 1926

CONSTRUCTION INDUSTRY AND INTERPRETATIONS
The contractor shall comply with OSHA (Occupational Safety and Health Administration) Parts 1910 and 1926, Construction Industry Standards and Interpretations, and with this supplement.

Requests for variances or waivers from this supplement are to be made to the contracting officer in writing supported by evidence that every reasonable effort has been made to comply with the contractual requirements. A written request for a waiver or a variance shall include--

(1) Specific reference to the provision or standard in question;
(2) An explanation as to why the waiver is considered justified; and
(3) The contractor's proposed alternative, including technical drawings, materials, or equipment specifications needed to enable the contracting officer to render a decision.

No waiver or variance will be approved if it endangers any person. The contractor shall not proceed under any requested revision of a provision until the contracting officer has given written approval.

The contractor is to hold and save harmless the Natural Resources Conservation Service free from any claims or causes of action whatsoever resulting from the contractor or subcontractors proceeding under a waiver or approved variance. Copies of OSHA Part 1910 and 1926, Construction Industry Standards and Interpretations, may be obtained from:

Superintendent of Documents
U. S. Government Printing Office
Washington, D.C. 20402

GENERAL CONTRACTOR REQUIREMENTS
1.1 SAFETY PROGRAM. Each contractor is to demonstrate that he or she has the facilities for conducting a safety program commensurate with the work under the contract. The contractor is to submit a written safety program to the contracting officer for approval before the start of construction operations. The program is to specifically state what provisions the contractor proposes to take for the health and safety of all employees.

1.2 PRECONSTRUCTION SAFETY MEETING. Representatives for the contractor are to meet with the contracting officer (CO) or the CO's representative before the start of construction to discuss the safety program and the implementation of all health and safety standards pertinent to the work under this contract.

1.3 JOINT SAFETY POLICY COMMITTEE. The contractor or designated onsite representative is to participate in monthly meetings of a Joint Safety Committee, composed of Natural Resources Conservation Service and contractor supervisory personnel. At these meetings the contractor's project manager and the Contracting Officer will review the effectiveness of the contractor's safety effort, resolve current health and safety problems, and coordinate safety activities for upcoming work.

1.4 SAFETY PERSONNEL. Each contractor is to designate a competent supervisory employee satisfactory to the Contracting officer to administer the safety program.

1.5 SAFETY MEETINGS. A minimum of one "one-the-job" or "toolbox" safety meeting is to be conducted each week by all field supervisors for all construction personnel at the job site. The contractor

is to also conduct regularly scheduled supervisory safety meetings at least monthly for all levels of job supervision.

1.6 SAFETY INSPECTION. The contractor shall perform frequent and regular safety inspections of the jobsite, materials, and equipment, and shall correct deficiencies.

1.7 FIRST AID TRAINING. Every contractor foreman's work crew must include an employee who has a current first aid certificate from the Mine Safety and Health Administration, American Red Cross, or other state-approved organization.

1.8 REPORTS. Each contractor is to maintain an accurate record of all job related deaths, diseases, or disabling injuries. The records shall be maintained in a manner approved by the contracting officer. A copy of all reports is to be provided to the contracting officer. All fatal or serious injuries are to be reported immediately to the contracting officer, and every assistance is to given to the investigation of the incident, including submission of a comprehensive narrative report to the contracting officer. Other occurrences with serious accident potential, such as equipment failures, slides and cave-ins, must also be reported immediately. The contractor is to assist and cooperate fully with the contracting officer in conducting accident investigations. The contracting officer is to be furnished all information and data pertinent to investigation of the accident.

FIRST-AID AND MEDICAL FACILITIES

2.1 FIRST AID KITS. A 16-unit first aid kit approved by the American Red Cross is to be provided at accessible, well identified, locations at the ratio of at least 1 kit for each 25 employees. The first aid kits are to be moisture proof and dust tight, and the contents of the kits are to be replenished as used or as they become ineffective or outdated.

2.2 EMERGENCY FIRST AID. At least one employee certified to administer emergency first aid must be available on each shift and duly designated by the contractor to care for injured employees. The names of the certified employees shall be posted at the job site.

2.3 COMMUNICATION AND TRANSPORTATION. Prior to the start to work, the contractor is to make necessary arrangements for prompt and dependable communications, transportation, and medical care for injured employees. At least one stretcher and two blankets shall be readily available for transporting injured employees.

2.4 FIRST AID AND MEDICAL REPORTS. The contractor is to maintain a record system for first aid and medical treatment on the jobsite. Such records are to be readily available to the contracting officer and are to include:

(a) A daily treatment log listing chronologically all persons treated for occupational injuries and illnesses;

(b) Cumulative record of injury for each individual;

(c) Monthly statistical records of occupational injuries, classified by type and nature of injury; and

(d) Required records for worker's compensation.

2.5 SIGNS AND DIRECTIONAL MARKINGS. Adequate identification and directional markers are to be provided to readily denote the location of all first aid stations.

2.6 EMERGENCY LISTING. A listing of telephone numbers and addresses of doctor, rescue squad, hospital, police, and fire departments is to be provided at all first aid locations.

PHYSICAL QUALIFICATION OF EMPLOYEES

3.1 GENERAL REQUIREMENTS. Persons employed throughout the contract are to be physically qualified to perform their assigned duties. Employees must not knowingly be permitted or required to work while their ability or alertness is impaired by fatigue, illness, or other reason that may jeopardize themselves or others.

3.2 HOIST OPERATORS. Operators of cranes, cableways, and other, hoisting equipment shall be examined annually by a physician and provided with a certification stating that they are physically qualified to safely operate hoisting equipment. The contractor is to submit a copy of each certification to the contracting officer.

3.3 MOTOR VEHICLE OPERATORS. Operators of motor vehicles engaged primarily in the transportation of personnel are to be 18 years of age or older and have a valid state operator's permit or license for the equipment being operated. The operators must have passed a physical examination administered by a licensed physician within the part year showing that they are physically qualified to operate vehicles safely.

PERSONAL PROTECTIVE EQUIPMENT

4.1 HARDHAT AREAS. The entire jobsite, with the exception of offices, will be considered a hardhat area. All persons entering the area are, without exception, required to wear hardhats. The contractor shall provide hardhats to visitors entering hardhat areas.

4.1.1 LABELS. Hardhats shall bear a manufacturer's label indicating design compliance with the appropriate ANSI (American National Standards Institute) standard.

4.2 POSTING. Signs at least 3 by 4 feet worded as follows with red letters (minimum 6 inches high) with white background shall be erected at access points to designated hardhat areas:

CONSTRUCTION AREA -- HARDHATS REQUIRED BEYOND THIS POINT

These signs are to be furnished and installed by the contractor at entries to shops, construction yards, and job access points.

MACHINERY AND MECHANIZED EQUIPMENT

5.1 SAFE CONDITION. Before any machinery or mechanized equipment is initially used on the job, it must be inspected and tested by qualified personnel and determined to be in safe operating condition and appropriate for the intended use. Operators shall inspect their equipment prior to the beginning of each shift. Any deficiencies or defects shall be corrected prior to using the equipment. Safety equipment, such as seatbelts, installed on machinery is to be used by equipment operators.

5.2 TAGGING AND LOCKING. The controls of power-driven equipment under repair are to be locked. An effective lockout and tagging procedure is to be established, prescribing specific responsibility and safety procedures to be followed by the persons performing repair work.

5.3 HAUL ROAD FOR EQUIPMENT

5.3.1 ROAD MAINTENANCE. The contractor shall maintain all roadways, including haul roads and access roads, in a safe condition so as to eliminate or control dust and ice hazards. Wherever dust is a hazard adequate dust-laying equipment shall be available at the jobsite and utilized to control dust.

5.3.2 SINGLE LANE HAUL ROADS. Single-lane haul roads with two-way traffic shall have adequate turnouts. Where turnouts are not practical, a traffic control system shall be provided to prevent accidents.

5.3.3 TWO-WAY HAUL ROADS. On two-way haul roads, arrangements are to be such that vehicles travel on the right side wherever possible. Signs and traffic control devices are to be employed to indicate clearly any variations from a right-hand traffic pattern. The road shall be wide enough to permit safe passage of opposing traffic, considering the type of hauling equipment used.

5.3.4 DESIGN AND CONSTRUCTION OF HAUL ROADS. Haul road design criteria and drawings, if requested by the contracting officer, are to be submitted for approval prior to road construction. Sustained grades shall not exceed 12 percent and all curves shall have open-sight line with as great a radius as practical. All roads shall be posted with curve signs and maximum speed limits that will permit the equipment to be stopped within one-half the minimum sight distance.

5.3.5 OPERATORS. Machinery and mechanized equipment shall be operated only by authorized qualified persons.

5.3.6 RIDING ON EQUIPMENT. Riding on equipment by unauthorized personnel is prohibited. Seating and safety belts shall be provided for the operator and all passengers.

5.3.7 GETTING ON OR OFF EQUIPMENT. Getting on or off equipment while the equipment is in motion is prohibited.

5.3.8 HOURS OF OPERATION. Except in emergencies, an equipment operator shall not operate any mobile or hoisting equipment for more than 12 hours without an 8-hour rest interval away from the job.

5.4 POWER CRANES AND HOISTS (TRUCK CRANES, CRAWLER CRANES, TOWER CRANES, GANTRY CRANES, HAMMERHEAD CRANES, DERRICKS, CABLEWAYS, AND HOISTS)

5.4.1 PERFORMANCE TEST. Before initial onsite operation, at 12-month intervals, and after major repairs or modification, power cranes, derricks, cableways, and hoists must satisfactorily complete a performance test to demonstrate the equipment's ability to safety handle and maneuver the rated loads. The tests shall be conducted in the presence of a representative of the contracting officer. Test data shall be recorded and a copy furnished the contracting officer.

5.4.2. PERFORMANCE TEST--POWER CRANES (Crawler mounted, truck mounted, and wheel mounted). The performance test is to be carried out with outriggers set and with a test load weighing 110 percent of the rated load. In testing cableways the test load is to be traveled to the upstream and downstream limits of travel and thoroughly performance tested in at least three travel positions, including both limits of travel.

5.4.3. PERFORMANCE TEST--DERRICKS, GANTRY CRANES, TOWER CRANES, CABLEWAYS, AND HOISTS, INCLUDING OVERHEAD CRANES. This equipment is to be performance tested with a test load weighing 110 percent of the rated load. In testing cableways, the test load is to be traveled to the upstream and downstream limits of travel and thoroughly performance tested in at least three travel positions, including both limits of travel.

5.4.4 BOOM ANGLE INDICTOR. Power cranes (includes draglines) with booms capable of moving in the vertical plane shall be provided with a boom angle indicator in good working order.

5.4.5 CRANE TEST CERTIFICATION. The performance test required by 5.4.2 and 5.4.3 is fulfilled if the contractor provides the contracting officer a copy of the certificate of inspection made within the past 12 months by a qualified person or by a government or private agency satisfactory to the contracting officer.

5.4.6 POSTING FOR HIGH VOLTAGE LINES. A notice of the 10- foot (or greater) clearance required by OSHA 1926.550, Subpart N, shall be posted in the operator's cab of cranes, shovels, boom-type concrete pumps, backhoes and related equipment.

5.4.7 BOOM STOPS. Cranes or derricks with cable-supported booms, except draglines, shall have a device attached between the gantry of the A-frame and the boom chords to limit the elevation of the boom. The device shall control the vertical motions of the boom with increasing resistance from 83 or less, until completely stopping the boom at not over 87 above horizontal.

5.4.8 SAFETY HOOKS. Hooks used in hoisting personnel or hoisting loads over construction personnel or in the immediate vicinity of construction personnel shall be forged steel equipped with safety keepers. When shackles are used under these conditions, they shall be of the locking type or have the pin secured to prohibit turning.

5.5 ROLLOVER PROTECTIVE STRUCTURES (ROPS)

5.5.1 ROLLOVER PROTECTIVE STRUCTURES. OSHA 1926 Subpart W Overhead Protection Sections 1000 and 1002 are applicable regardless of the year in which the equipment was manufactured and regardless of the struck capacity of the equipment.

5.5.2 EQUIPMENT REQUIRING ROPS. The requirement for ROPS meeting 5.5.1 above applies to crawler and rubber-tired tractors such as dozers, push and pull tractors, winch tractors with backhoes, and mowers; off-highway, self-propelled, pneumatic-tired earthmovers, including cabs). These requirements shall also apply to agricultural and industrial tractors and similar equipment.

5.5.3 EQUIPMENT REQUIRING SEATBELTS. The requirements for seatbelts as specified in OSHA Subpart 0, Motor Vehicles, Mechanized Equipment, and Marine Operations, Section 1926.602 shall also apply to self-propelled compactors and rollers, and rubber-tired skid-steer equipment.

5.6 LADDERS AND SCAFFOLDING.

5.6.1 LADDERS. OSHA 1926, Subpart L - Section 450. Ladders shall be used as work platforms only when use of small hand tools or handling of light material is involved. No work requiring lifting of heavy materials or substantial exertion shall be done from ladders.

5.6.2 SCAFFOLDING. OSHA 1926, Subpart L - Section 451. Scaffolds, platforms or temporary floors shall be provided for all work except that which can be done safely from the ground or similar footing.

5.6.3 SAFETY BELTS, LIFELINE, AND LANDYARDS. OSHA 1926, Subpart E, Section 104. Lifelines, safety belts and lanyards independently attached or attended, shall be used when performing such work as the following when the requirements of 5.6.1 and 5.6.2 above cannot be met.

(a) Work on stored material in hoppers, bins, silos, tanks or other confined spaces.

(b) Work on hazardous slopes, structural steel, or poles; erection or dismantling of safety nets, typing reinforcing bars; and work from or other unguarded locations at elevations greater than 6 feet.

(c) Work on skids and platforms used in shafts by crews when the skip or cage does not block the opening to within 1 foot of the sides of the shaft, unless cages are provided.

PART II—CONTRACT CLAUSES

I - CONTRACT CLAUSES

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52.223-2 Reporting of Biobased Products Under Service and Construction Contracts. (DEVIATION Nov 2025)
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52.236-10 Operations and Storage Areas. (DEVIATION Jul 2025)
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52.242-13 Bankruptcy. (Jul 1995)

52.243-4 Changes. (DEVIATION Jun 2025)

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52.249-2 Termination for Convenience of the Government (Fixed-Price). Alternate I (Apr 2012)
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52.253-1 Computer Generated Forms. (DEVIATION Nov 2025)

52.222-35 Equal Opportunity for Veterans. (DEVIATION Nov 2025)

(a) *Definitions*. As used in this clause-
"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.
(b) Equal opportunity requirements. The Contractor must abide by the requirements of 38 U.S.C. 4212(a)(1) and (2). These requirements prohibit discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.
(c) Subcontracts. The Contractor must insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1302-1(a)(2) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor must act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-36 Equal Opportunity for Workers with Disabilities. (DEVIATION Nov 2025)

(a) Equal opportunity clause. The Contractor must abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
(b) Subcontracts. The Contractor must include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1401-2(a)(1) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor must act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.225-9 Buy American—Construction Materials. (DEVIATION Nov 2025)

(a) *Definitions*. As used in this clause—
Commercially available off-the-shelf (COTS) item—
(1) Means any item of supply (including construction material) that is–
(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);
(ii) Sold in substantial quantities in the commercial marketplace; and
(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.
"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.
Cost of components means—
(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.
Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.
Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.
Domestic construction material means—
(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-
(i) An unmanufactured construction material mined or produced in the United States; or
(ii) A construction material manufactured in the United States, if–

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or
(B) The construction material is a COTS item; or
(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".
Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.
Foreign construction material means a construction material other than a domestic construction material.
Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.
Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.
Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.
"United States" means the 50 States, the District of Columbia, and outlying areas.
(b) Domestic preference.
(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.
(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:
_____*None*_____*[Contracting Officer to list applicable excepted materials or indicate "none"]*
(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-
(i) The cost of domestic construction material would be unreasonable.
(A) *For domestic construction material that is not a critical item or does not contain critical components*.
(1) The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)*(1)* of this clause.
(3) The procedures in paragraph (b)(3)(i)(A)*(2)* of this clause will no longer apply as of January 1, 2030.
(B) *For domestic construction material that is a critical item or contains critical components*.
(1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.
(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)*(1)* of this clause.
(3) The procedures in paragraph (b)(3)(i)(B)*(2)* of this clause will no longer apply as of January 1, 2030.
(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or
(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.
(c) Request for determination of inapplicability of the Buy American statute.
(1)
(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-
(A) A description of the foreign and domestic construction materials;
(B) Unit of measure;
(C) Quantity;
(D) Price;
(E) Time of delivery or availability;
(F) Location of the construction project;
(G) Name and address of the proposed supplier; and
(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the

basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.
(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute or Balance of Payments Program.
(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

	Foreign and Domestic Construction Materials Price Comparison				
	Construction Material Description	Unit of Measure	Quantity	Price (dollars)*	
	Item1:				
	Foreign construction material	_____	_____	_____	
	Domestic construction material	_____	_____	_____	
	Item2:				
	Foreign construction material	_____	_____	_____	
	Domestic construction material	_____	_____	_____	

[* *Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)*].
[*List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*]

[*Include other applicable supporting information.*]

(End of clause)

52.228-1 - Bid Guarantee. (Sep 1996)
(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

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

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price or $3 million, whichever is less.

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

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

52.228-5 Insurance-Work on a Government Installation (Jan 1997) Include only if work to be performed on Government owned property, otherwise remove entire clause
(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective-

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or
(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

52.252-2 Clauses Incorporated by Reference. (Feb 1998)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
https://www.acquisition.gov/?q=browsefar
(End of clause)

AGAR 452.203-72 Unenforceable Supplier Terms (Apr 2026)
(a) Definitions.
Supplier terms mean provisions customarily drafted by vendors of supplies or services and intended to create a binding legal obligation on the end user. The term applies:

1. Regardless of the format or style of the document. For example, supplier terms may appear in standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another similar legal instrument or agreement, and may be presented as part of a proposal or

quotation responding to a solicitation for a contract or order or otherwise become effective after the contract date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Non-binding Actions. Neither the Government nor any Government authorized end user is deemed to have consented to any term, condition, or clause by virtue of its inclusion in the supplier agreement or through the use of clickwrap, browsewrap, "I agree" mechanisms, or similar means. Execution of such mechanisms does not bind the Government or its authorized end users to any unenforceable terms.
(f) End user. The supplier agreement shall bind the ordering activity as the end user to the extent it does not conflict with the terms of this clause, but it shall not bind or impose personal liability on any Government employee or any person acting on behalf of the Government in their personal capacity.
(g) Law and disputes. The supplier agreement is governed by Federal law.
(h) Statutory exception. This clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
(i) Continued performance. The supplier or licensor shall not unilaterally revoke, terminate, or suspend any rights granted to the Government except as allowed by the contract. If the supplier or licensor

believes the ordering activity to be in breach of the supplier agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while proceeding diligently with performance, pending final resolution of any dispute in accordance with the Disputes Clause at FAR 52.212-4(d) or FAR 52.233-1, as applicable.
(j) Arbitration. Binding arbitration shall not be used unless specifically authorized by agency guidance.
(k) Equitable or injunctive relief. Equitable or injunctive relief, including the award of attorney fees, costs, or interest, may be awarded against the United States Government only when explicitly provided by statute (e.g., the Prompt Payment Act or the Equal Access to Justice Act).
(l) Revisions to supplier agreements. Any revisions to the supplier agreement must be incorporated into the contract using a bilateral modification. Unilateral revisions are not binding on the Government.
(m) No automatic renewals. If any license or service tied to periodic payment is provided under the supplier agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express written consent from an authorized Government representative.
(n) Indemnification. Any clause of the supplier agreement requiring the supplier or licensor to defend or indemnify the end user is amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.
(o) Taxes or surcharges. Any taxes or surcharges which the supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the associated Government contract or order and must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed otherwise.
(p) Non-assignment. The supplier agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted by FAR 52.212-4(b) or FAR 52.232-23, as applicable.
(q) Confidential information. If the supplier agreement includes a confidentiality clause, such clause is amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in the supplier agreement to the contrary, the Government may retain any confidential information as required by law, regulation, or its internal document retention procedures for legal, regulatory, or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of the supplier agreement.
(r) Conflict with Federal law. If any other language, provision, or clause of the supplier agreement conflicts or is inconsistent with Federal law or the terms and conditions of this contract, such language, provisions, or clauses will be considered null and void and will not be binding on the United States Government.
(End of Clause)

AGAR 452.204-70, Modification for Contract Closeout (DEVIATION JUNE 2024)
Upon contract closeout for contracts utilizing anything other than cost reimbursement:

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

(2) Upon contract closeout for contracts utilizing SAP: if unliquidated funds of more than $1000 remain on the contract, the CO shall issue a bilateral modification for deobligation. The contractor will receive a copy of the modification and will be required to provide a signature.

(The CO may also request a “Contractor Release of Claims” be completed by the contractor, although not required for contracts and orders using SAP.) If the bilateral modification and/or Release of Claims are not returned to the CO within 60 days, the CO shall release the modification as unilateral and proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

(3) Upon contract closeout for contracts utilizing anything other than cost reimbursement, if unliquidated funds of more than $1000 remain on the contract, the CO shall issue a bilateral modification for deobligation. The contractor will receive a copy of the modification and a ‘‘Contractor Release of Claims’’ and will be required to provide a signature on both forms. If the bilateral modification and Release of Claims are not returned to the CO within *120* days, the CO shall release the modification as unilateral and proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

(End of clause)

PART III—LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J - LIST OF ATTACHMENTS

ATTACHMENT	TITLE	NUMBER OF PAGES
Attachment 1	Construction Specifications	
Spec No. 5	Pollution Control	3
Spec No. 8	Mobilization and Demobilization	2
Spec No.21	Excavation	5
Spec No.23	Earthfill	7
Spec No. 61	Rock Riprap	5
Spec No. 6	Seeding, Sprigging, and Mulching	5
	Material Specifications	
Spec No. 523	Rock for Riprap	2
Attachment 2	Maps & Drawings	11
Attachment 3	Construction Wage Determination OH20250001 dated 01/02/2026	10

PART IV—REPRESENTATIONS AND INSTRUCTIONS

K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

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

L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

52.204-7 System for Award Management. (DEVIATION Nov 2025)
52.214-3 Amendment to Invitations for Bids. (DEVIATION Nov 2025)
52.214-4 False Statements in Bids. (Apr 1984)
52.214-5 Submission of Bids. (DEVIATION Nov 2025)
52.214-6 Explanation to Prospective Bidders. (Apr 1984)
52.214-7 Late Submissions, Modifications, and Withdrawals of Bids. (DEVIATION Nov 2025)
52.214-18 Preparation of Bids—Construction. (Apr 1984)
52.214-19 Contract Award—Sealed Bidding—Construction. (Apr 1996)
52.214-34 Submission of Offers in the English Language. (Apr 1991)
52.214-35 Submission of Offers in U.S. Currency. (Apr 1991)
52.228-17 Individual Surety-Pledge of Assets (Bid Guarantee). (Feb 2021)
52.216-1 Type of Contract. (DEVIATION Nov 2025)
The Government contemplates award of a firm fixed price contract resulting from this solicitation.
(End of provision)

52.222-5 Construction Wage Rate Requirements—Secondary Site of the Work. (DEVIATION Nov 2025)
(a)
(1) The offeror must notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.
(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror must request a determination from the Contracting Officer.
(b)
(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror must request a wage determination from the Contracting Officer.
(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.
(End of provision)

52.225-10 Notice of Buy American Requirement—Construction Materials. (May 2014)
(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American-Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).
(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.
(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested-

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.233-2 Service of Protest. (DEVIATION Sep 2025)

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

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USDA-NRCS
brian.dwyer@usda.gov

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

(End of provision)

52.252-1 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/?q=browsefar
(End of provision)

SUBMISSION OF BIDS - ALL BIDS MUST BE SUBMITTED ELECTRONICALLY BY EMAIL

In accordance with FAR Subpart 4.5, the use of electronic commerce for submission of bids has been authorized.

(a) Definition. “Email bid,” as used in this solicitation, means a bid, modification of a bid, or withdrawal of a bid that is transmitted to and received by the Government via email.

(b) Bidders shall submit email bids as responses to this solicitation. These responses must arrive at the place and by the time specified in the solicitation.

(c) Email bids that fail to furnish required representations or information or that reject any of the terms, conditions, and provisions of the solicitation may be excluded from consideration.

(d) Email bids must contain the required signatures.

(e) The Government reserves the right to make award solely on the email bid. However, if requested to do so by the Contracting Officer, the apparently successful bidder agrees to promptly submit the complete original signed bid.

(f) Bids shall be emailed to the following email address. No other email address may be used. The subject line of the email should include the words “Bid Submission,” the solicitation number, and the bidder’s name so that it can be clearly identified as a bid by the recipient.

Email address: bobby.copenny@usda.gov

(g) The Government will not be responsible for any failure attributable to the transmission or receipt of the email bid (e.g., email size limitations, delays in delivery to the recipient, or failure of Government systems), except as provided for in provision 52.214-7 Late Submissions, Modifications, and Withdrawals of Bids. It is the bidder’s responsibility to ensure that an email bid is actually received by the recipient at the above email address prior to the due date for bids. Bidders are encouraged to confirm receipt of an email bid with the point of contact listed in the solicitation.

(h) If this solicitation includes a requirement for a bid guarantee (provision at 52.228-1, Bid Guarantee), it must be submitted with the emailed bid submission.

PUBLIC BID OPENING PROCESS

A Public Bid Opening will be held via teleconference. To participate in the public bid opening process, participants can call Conference Call Number via Microsoft Teams on the date and time set for public bid opening. Bidders will be notified of public bid opening after the closing of the bids via posting on SAM.gov.

Bid Submission Instructions

The following documents must be submitted with the bid.

1. Complete and sign SF-1442 and the prices/costs in Section B.

Questions shall be submitted by email to bobby.copenny@usda.gov by June 19, 2026, by 2:00pm CST. Answers will be made publicly available on or about June 22, 2026.

Bids are due at 2:00p.m. CST on June 26, 2026.

Bids shall be submitted by email to bobby.copenny@usda.gov

This is an invitation for bid (IFB) solicited using the simplified acquisition procedures of FAR Part 14.

Contractors are strongly urged to attend the site visit.

The contractor shall furnish all labor, materials, equipment and supervision required to construct the project at outlined in statement of work and detailed in the specifications, drawings, and plans attached hereto.

The estimated value of this project is between $200,000 and $250,000.

This acquisition is 100% set-aside for total small businesses.

Additional Bid Submission Instructions
Bidders should review all solicitation provisions and in particular 52.214-5, -7, and -18 incorporated by reference in Section L when preparing their bid. As a reminder, in addition to any other requirements in this solicitation, contractors are reminded to:

1. Complete the bid schedule at Section B by entering a price for all line items.
2. Submit the required bid guarantee on an SF 24, Bid Bond (see provision 52.228-1).
3. Sign and date bid (SF 1442, Block 20a, b and c).
4. Acknowledge amendments issued (if any) (SF 1442, Block 19).
5. Complete all other representations and certifications required by Section K and not already completed in the System for Award Management (SAM).
6. Bidders are asked to provide evidence of registration in SAM and that status is “Active”.

M – EVALUATION FACTORS FOR AWARD

Basis for Award
The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bid whose bid, conforming to the solicitation, will be most advantageous to the Government, considering price and previous experience with similar projects.

Please submit a list of previous work experience with similar projects completed within the past five (5) years with your bid.

The Government may reject a bid if the prices bid are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of cost or price analysis techniques. Unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment. Potential unbalanced pricing will be evaluated consistent with FAR 15.404-1(g).

The Government may reject a bid if the prices bid are unrealistically low. Price/cost realism analysis is the process of independently reviewing and evaluating specific elements of each bid's proposed price to determine whether the estimated prices are realistic for the work to be performed; reflect a clear understanding of the requirements. Bids that are determined to be unrealistically low are considered a performance risk and may be rejected by the Government. Price/cost realism analysis will be evaluated consistent with FAR 15.404-1(d).

QUOTE SHEET

Solicitation #12FPC326B0006

NRCS White Ohio ACEP WRE Easement Repair (Dike Repair)-Madison Township, Perry County, Ohio

Company Name: _____

One Award for the aggregate of all items will be made under this solicitation.

CLIN	DESCRIPTION	Spec No.	Qty	Unit of Issue	Unit Price	Total Price
0001	Mobilization / Demobilization	8	1	EA	XXXXXX	$
0002	Excavation	21	3,196	EA	$	$
0003	Earthfill	23	3,192	CY	$	$
0004	Rock Riprap – ODOT Type D + Bedding	61	686	CY	$	$
0005	Seeding, Sprigging, & Mulching	25	1.38	AC	$	$
				Total Price		**$**

SUBMITTED BY:_____UEI#_____

VENDOR INFORMATION SHEET

Solicitation # 12FPC326B0006

Offeror Name: _____

Business Name: _____

Business Address: _____

_____

_____

Business Phone: _____

Offer POC Email: _____

UEI (Unique Entity Identifier): _____

GSA Contract # (if applicable):
N/A_____

System for Award Management (SAM) Verification _____are, _____are not registered in SAM.

A copy of the SAM record _____ is, _____is not, included with this quote.

_____

Printed name of Authorized Representative

_____
Date

_____
Signature

United States Department of Agriculture (USDA)
Farm Production and Conservation Service (FPAC)
Past Performance Information

Solicitation Number: 12FPC326B0006
Name of Contractor: _____

The following information shall be submitted by your company with your quote or proposal to provide recent and relevant past performance information as required by the solicitation.

Past Performance for Contract #1	
Company or Individual:	
Name & Title of POC:	
Telephone Number POC:	
Email for POC:	
Contract Number & Title:	
Description of Work:	
Contract Value:	
Start Date:	
End Date:	

Past Performance for Contract #2	
Company or Individual:	
Name & Title of POC:	
Telephone Number POC:	
Email for POC:	
Contract Number & Title:	
Description of Work:	
Contract Value:	
Start Date:	
End Date:	

Past Performance for Contract #3	
Company or Individual:	
Name & Title of POC:	
Telephone Number POC:	
Email for POC:	
Contract Number & Title:	
Description of Work:	
Contract Value:	
Start Date:	
End Date:	