SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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

1. REQUISITION NUMBER: 1165613

PAGE 1 OF 27

2. CONTRACT NO.

3. AWARD/ EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 1240LT26Q0073

6. SOLICITATION ISSUE DATE: 06/09/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: JUDITH MARTIN

b. TELEPHONE NUMBER (No collect calls): 208-346-1875

8. OFFER DUE DATE/LOCAL TIME: 06/30/2026 1700 MD

9. ISSUED BY CODE 40LT

USDA-FS CSA INTERMOUNTAIN 8
324 25TH ST
OGDEN UT 84401-2310

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): 115310

SIZE STANDARD: $11.5

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 1285JM

See Schedule

16. ADMINISTERED BY CODE 40LT

USDA-FS CSA INTERMOUNTAIN 8
324 25TH ST
OGDEN UT 84401-2310

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

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
	DELIVER TO: USDA FOREST SERVICE BRIDGER TETON NATIONAL FOREST GREYS RIVER RANGER DISTRICT 671 WASHINGTON STREET AFTON WY 83110 US GAOA Greys River Road Dust Abatement, Bridger-Teton National Forest. Period of Performance: 07/15/2026 to 07/14/2027 Continued ... *(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 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*: TANYA I. SPANFELLNER

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	GAOA Funding				
0001	Base Item - Magnesium chloride application on first 14 miles of heavily used Forest Service Road #10002 - Greys River Road. See Schedule of Items. Delivery: 07/14/2027				
0002	Option Year 1 - Magnesium chloride application on first 14 miles of heavily used Forest Service Road #10002 - Greys River Road. See Schedule of Items. Delivery: 07/14/2028 Period of Performance: 07/15/2027 to 07/14/2028				
0003	Option Year 2 - Magnesium chloride application on first 14 miles of heavily used Forest Service Road #10002 - Greys River Road. See Schedule of Items. Delivery: 07/14/2029 Period of Performance: 07/15/2028 to 07/14/2029				
0004	Option Year 3 - Magnesium chloride application on first 14 miles of heavily used Forest Service Road #10002 - Greys River Road. See Schedule of Items Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

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

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 07/14/2030 Period of Performance: 07/15/2029 to 07/14/2030				

Attachment 1 - Solicitation Terms and Conditions
Greys River Road Dust Abatement
Bridger-Teton National Forest
Lincoln County, WY

STATEMENT OF REQUIREMENT

The Greys River Rd Dust Abatement project includes base items of applying Magnesium Chloride (Mag Chloride) throughout mileposts 1 – 14 on National Forest Service Road (NFSR) 10138, Greys River Road. Work begins at the end of asphalt in Alpine to the junction with NFSR 10002, Murphy Creek Road.

Optional items include providing the same Mag Chloride application service for three (3) subsequent Option Years from mileposts 1 – 14.

SCHEDULE OF ITEMS

Prices on the Schedule shall reflect Contractor's full cost for materials, labor, supervision, overhead costs, and incidental items.

See Attachment 2 – Schedule of Items (SOI) Greys River Road Dust Abatement to insert pricing. Quoters must submit pricing for **ALL** line items listed in Attachment (2) – Schedule of Items. The completed Attachment 2 – Schedule of Items must be included with the Contractor's Price Quote

TECHNICAL DATA

(a) Attachments:

See separate attached documents. The following attachments are a part of this solicitation and any resulting contract.

Attachment No	Description	Page(s)
2	Schedule of Items (SOI)	1
3	FS Supplemental Specifications (FSSS)	9
4	SCA WD2015-5409, Lincoln Co WY 051326	10
The following Attachments are for Informational Purposes only, and will not be incorporated into any resultant contract		
5	Quality Assurance Surveillance Plan	
6	Sample Certificate of Compliance	

(b) Project Location:

The project is located on the Greys River Ranger District of the Bridger-Teton National Forest in Lincoln County, Wyoming. The site is accessed via U.S. Highway 26 and is located approximately 38 miles Southwest of Jackson, Wyoming.

- The approximate latitude and longitude of the project start is 43.1553829, -111.0033213.
- The approximate latitude and longitude of the project end is 43.0660263, -110.8310633.

(c) Contract Period:

Base Period: Award Date – July 14, 2027
Option Year One: July 15, 2027 – July 14, 2028
Option Year Two: July 15, 2028 – July 14, 2029
Option Year Three: July 15, 2029 – July 14, 2030

(d) Period of Performance Window:

Base Period, Application 1: July 15, 2026-September 30, 2026
Base Period, Application 2: June 7 – June 25, 2027
Option 1, Application 3: June 5 – June 23, 2028
Option 2, Application 4: June 4 – June 23, 2029
Option 3, Application 5: June 4 – June 23, 2030

A Notice to Proceed may be issued any time after the start of the Period of Performance Window for the Base and Option Years if road conditions are sufficient for application. For each application requested, prosecute the work diligently and complete the entire work ready for use not later than 10 Calendar Days from the Notice to Proceed.

(e) Specifications:

The Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-24, U.S. Customary Units (FHWA-FLH-24-002) are included by reference. The requirements contained in these specifications are hereby made a part of this solicitation and any resultant contract. Supplemental Project Specifications (FSSS) amend or supplement the standard specifications. The Supplemental Project Specifications are included as a separate attached document and are a part of this solicitation and any resulting contract.

Follow FP-24 https://highways.dot.gov/federal-lands/specs/fp-24

NOTE: Contractors are cautioned to carefully review these Project Specifications prior to submission of quotes. All specifications contained in Attachments are binding on the parties signing the contract.

(f) Application Rate:

ROAD #	PRODUCT	LOCATION	LENGTH (mi)	WIDTH (ft)	Application Rate (gal/SY)	TONS MAG
10138	MgCl2(31%)	MP 1 to MP 14	14	16	0.3	165

NOTE: Applies to one application, refer to Section 312.04 of the FP-24 specifications.

(g) Application Schedule:

All applications shall be scheduled with the COR a minimum of 7 days prior to actual application to facilitate the commencement of pre-application road preparation. An application schedule shall be submitted and approved by the COR prior to issuance of the Notice to Proceed.

If the Government is required to recondition the prepared road due to the contractor's failure to maintain scheduled work, the contractor shall be liable for all additional costs incurred by the Government for additional reconditioning.

(h) Site Information and Limitations:

1) Contractor is responsible for coordinating scheduled magnesium chloride application with contracting officer representative (COR) 30 days prior to work being performed.

2) Utilities are not available at the site for construction purposes.

3) The following site conditions are considered incidental to the contract and the contractor will not be paid directly for any of the following items:

i) The Contractor must coordinate and impacts to Forest Service facilities and operations. The contractor must coordinate and schedule any closures or interruption to Forest Service operations with Forest Service COR. The contractor is responsible for appropriate traffic control signing.

ii) All construction equipment shall be pressure-washed before entering National Forest System lands. The removal of mud and debris from treads, tracks and undercarriage, with emphasis on axles, frame, cross-members, motor mounts, and underneath steps, running boards, and front bumper/brush-guard assemblies will be required. The purpose is to reduce or eliminate the transportation of noxious weeds, which is required by Federal and State regulations. Only construction equipment inspected by the Contracting Officer Representative will be allowed to operate within the project area. All subsequent move-ins of construction equipment shall be treated the same as the initial move-in. Notify the Contracting Officer Representative 48 hours in advance of mobilizing equipment to the site to arrange an inspection.

iii) It is the responsibility of the contractor to plan for weather and unforeseen mobilization to the site.

(i) Traffic Control and Construction Signing:

A traffic control plan must be submitted to the COR for approval. Construction signing for traffic control shall conform to the Manual of Uniform Traffic Control Devices (MUTCD).

(j) Work Camps, Staging and Storage Areas:

Areas for staging operations and storage of materials shall be approved by the CO. The Contractor must request in writing for approval from the CO to stage work trailers on site.

Overnight camping may be allowed on site with prior approval from the CO.

On Site Storage:

Contractor's representative shall meet with the COR for this project to discuss location and setup of any tanks.

Temporary storage at delivery locations may be used if the following conditions have been met.

1. The Forest Service has approved the site prior to setting up and filling the tank.
2. The tank(s) and transfer equipment are in good physical condition with no visible signs of leakage.
3. Valves shall be lockable and kept locked when unattended or not in use.
4. Secondary containment is provided for flexible tanks (bladders).
5. Trailers may be used as stand-alone storage without secondary containment.

(k) Public Safety

The Contractor shall exercise due caution and care when operating to prevent undue conflict with public users of the roads. The contractor shall exercise the use of warning lights or flashers to help identify stationery or slow-moving equipment on the roadway.

(l) Equipment Breakdown

All repairs to equipment furnished under this contract shall be made by the Contractor. Repairs shall be made promptly and equipment returned to service within 48 hours. In lieu of repairing equipment, the Contractor may furnish similar replacement equipment within the time specified.

(m) Contractor Responsibility

The Contractor shall be responsible for obtaining any necessary licenses and permits, and for

complying with any applicable federal, state, and municipal laws, codes, and regulations in connection with the prosecution of the work.

The Contractor shall furnish with each delivery a Certificate of Compliance (see Attachment 6) or a bill of lading if it contains the same information as the Certificate of Compliance, describing product delivered. THE CONTRACTOR MAY BE REQUIRED TO PRESENT CERTIFICATION OF ANY DELIVERY BY THE COR PRIOR TO APPLICATION OF THE PRODUCT.

(n) End Product Description

After performing Dust Abatement operation, the application:

- Shall have a uniform spread of abatement material on the road.
- Shall have product applied in a manner not to deviate from the ordered rate of application by +/-5% for any segment of the project.
- Shall be covered as to the specified width.
- Shall be no over-spray running into ditches or waterways.
- Shall comply with product specifications.
- Shall not have been contaminated by other products hauled in the transportation or distribution equipment.

(o) Contractor's Quality Control Plan:

Contractor shall provide a Quality Control Plan after award that outlines, in part, a performance strategy and addresses all major points contained in the Quality Assurance Surveillance Plan (Attachment 5).

(p) Quality Assurance Plan:

See Attachment 5 for a full understanding of all tasks required and acceptable quality levels.

(q) Landscape Preservation

(a) The Contractor shall confine operations to within the clearing limits or other areas designated in contract documents, and prevent the depositing of rocks, excavated materials, stumps, or other debris outside of these limits. Material which falls outside of these limits shall be retrieved, disposed of, or incorporated in the work as directed by the Contracting Officer.

(b) Operation shall be scheduled and conducted to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, and impoundments (lakes, reservoirs, etc.).

Pollutants such as fuels, lubricants, bitumens, raw sewage, and other harmful materials shall not be discharged into or near rivers, streams, and impoundments or into natural or manmade channels leading thereto.

Contractor shall have a spill kit to respond to spills of harmful materials.

Vehicles/equipment shall be cleaned prior to coming on to the forest. Loads may face rejection if vehicles are excessively dirty/muddy. Contractor shall not use equipment with leaking fluids. Contractor shall repair equipment fluid leaks immediately. Contractor shall keep absorbent material manufactured for containment and cleanup of hazardous material on the job site. Notify the COR/CO of hazardous spills immediately.

Mechanized equipment shall not be operated in live streams without written approval by the Contracting Officer.

(r) Inspection of the Worksite

The contractor acknowledges they have taken the necessary steps to ascertain the nature and location of work and have investigated and satisfied themselves with 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.

(s) Use of Premises:

The Contractor shall comply with the regulations governing the operation of premises which are occupied and shall perform the contract in such a manner as not to interrupt or interfere with the conduct of Government business.

(t) Project Labeling for Official Correspondence:

The Government singularly identifies each project with a contract number at time of award. The contract number is a unique identifier to purposely and permanently represent an awarded project. The Government issued contract number is to be referenced on all official communication starting upon notice of award.

(u) Invoicing:

The "Submit Invoice-to" address for USDA orders is the Department of Treasury's Invoice Processing Platform (IPP). All invoices shall be submitted via the electronic Invoice Processing Platform. This platform is managed by the U.S. Department of Treasury and additional information is available at this website: https://www.ipp.gov/index.htm.

Upon award of a contract, Contractors will be enrolled automatically. Contractor will subsequently receive electronic notification from IPP of enrollment. IPP password will be delivered electronically to allow first login to IPP. Contractors shall submit all invoices electronically via IPP. Paper copies of invoices will no longer be accepted.

Federal Acquisition Regulation (FAR) and United States Department of Aquiculture 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 vendors 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

(End of clause)

52.212-4	Terms and Conditions—Commercial Products and Commercial Services (Nov 2025)
52.203-17	Contractor Employee Whistleblower Rights (Nov 2023)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)
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)
52.233-1	Disputes (Sep 2025) Alt I (Sep 2025)
52.233-3	Protest After Award (Sep 2025)
52.233-4	Applicable Law for Breach of Contract Claim (Sep 2025)
52.244-6	Subcontracts for Commercial Products and Commercial Services (Nov 2025)
52.253-1	Computer Generated Forms (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
☒	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)
☐	52.203-13	Contractor Code of Business Ethics and Conduct (Nov 2021)
☐	52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
☒	52.204-13	System for Award Management—Maintenance (Nov 2025)
☒	52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2025)
☐	52.209-9	Updates of Publicly Available Information Regarding Responsibility

Matters (Sep 2025)

☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Sep 2025)

☐ 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Nov 2025)

☒ 52.219-6 Notice of Total Small Business Aside (Nov 2025)

☒ 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)

☒ By the end of the base term of the contract and then by the end of each subsequent option period; or

☐ By the end of the performance period for each order issued under the contract.

☐ 52.219-16 Liquidated Damages—Subcontracting Plan (Nov 2025)

☐ 52.219-33 Nonmanufacturer Rule (Nov 2025)

☒ 52.222-3 Convict Labor (Nov 2025)

☐ 52.222-19 Child Labor—Cooperation with Authorities and Remedies (Nov 2025)

☒ 52.222-35 Equal Opportunity for Veterans (Nov 2025)

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

☒ 52.222-37 Employment Reports on Veterans (Nov 2025)

☒ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Nov 2025)

☒ 52.222-55 Minimum Wages for Contractor Workers under Executive Order 14026 (Nov 2025)

☒ 52.222-62 Paid Sick Leave Under Executive Order 13706 (Nov 2025)

☒ 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)

☒ 52.223-5 Pollution Prevention and Right-to-Know Information (May 2024)

☐ 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 (Nov 2025)

☒ 52.232-33 Payment by Electronic Funds Transfer— System for Award Management (Oct 2018)

The Contractor shall comply with the following FAR Clauses for Commercial Services.

☒ 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
Equipment Operator GS-9	$29.57

☒ 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Nov 2025)

Other Applicable Clauses

52.228-5 Insurance – Work on a Government Installation (Jan 1997)
52.229-3 Federal, State, and Local Taxes (Jul 2025)
52.232-17 Interest (May 2014)
52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
52.242-13 Bankruptcy (Jul 1995)
52.242-15 Stop-Work Order (Aug 1989)

Full Text FAR Clauses

FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 Calendar Days of contract expiration**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 calendar days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **Four years.**

FAR 52.252-6 Authorized Deviations in Clauses (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Agriculture Acquisition Regulation (48 CFR 4) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

Full Text AGAR Clauses

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

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

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

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

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

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

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

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

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

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

AGAR 452.203-72 Unenforceable Supplier Terms (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 (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)

Minimum Insurance Coverage Requirements

Pursuant to FAR clause FAR 52.228-5, Insurance-Work on a Government Installation paragraph (a), Contractors shall present evidence and maintain, as a minimum, the amounts of insurance coverage indicated below:

(1) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they must be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least $100,000 must be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(2) General Liability. The Contractor must have bodily injury liability insurance coverage written on a comprehensive form of policy of at least $500,000 per occurrence.

(3) Automobile Liability. The Contractor must have automobile liability insurance written on a comprehensive form of policy. The policy must provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States must provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage or loss.

(4) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor must have aircraft public and passenger liability insurance. Coverage must be at least $200,000 per person and $500,000 per occurrence for bodily injury, other than passenger injury. Coverage for passenger injury must be at least $200,000 multiplied by the number of seats or passengers, whichever is greater.

Solicitation Information

Award Type

It is anticipated that a firm-fixed price contract consisting of one (1) one-year base period and three (3) one-year option periods shall be awarded as a result of this combined synopsis/solicitation. The total duration of this contract shall not exceed four (4) years and six (6) months.

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

The provision at FAR 52.212-2, Evaluation—Commercial Products and Commercial Services is not applicable to this solicitation. In lieu of this provision, quotes will be evaluated in accordance with FAR 12.203 based on the criteria listed below. Award will be made to the Contractor representing the best value to the Government.

The Government intends to evaluate quotations using a **comparative evaluation** methodology. This means quotations will be compared against one another to determine which provides the **best value** to the Government, based on the evaluation factors outlined below. The Government may consider quotations that **exceed minimum requirements** and offer **additional value or benefits**, even if they are not the lowest priced. However, **formal trade-off procedures will not be conducted**. Initial proposals which do not include responses to any one of the technical factors will not be considered further.

Once the government determines the quotation/proposal that is most advantageous to the government based on its evaluation of initial responses, the government may communicate with only that best suited quoter to address any remaining issues consistent with the terms of the solicitation. These issues may include technical and/or price. If the parties cannot successfully negotiate any remaining issues, as determined relevant by the government, the government reserves the right to communicate with the next best suited quoter based on the original analysis consistent with the terms of the solicitation.

Technical Proposal:

(1) Factor 1. Technical Capability:
When evaluating the Technical Capability, the government will assess the reasonableness of the contractor's proposed approach to performing the work including the extent to which your company's proposed quality control plan shows the company's ability to complete the tasks in accordance with the statement of work.

(2) Factor 2. Experience:
The Government will assess the specialized experience, certifications, and skill of the firm with a focus on experience that is relevant to the specified project.

(3) Factor 3: Past Performance:
Past performance is a measure of the degree to which the Contractor (including major subcontractors) has satisfied previous customers and complied with Federal, State and Local laws and regulations. The Government may contact references to assess the quality of the contractor's work, timely completion, project management, and compliance with regulatory requirements. The Government will consider the currency and relevance of the information, source of the information, context of the data and general trends in contractor performance. The Government reserves the right to consider all aspects of a company's performance history but will attribute more significance to recent work comparable in scope to this solicitation.

The past performance evaluation will characterize the level of the Government's confidence that the company will successfully complete the work, in compliance with all contract requirements, based on its record of successful performance on recent and relevant similar projects. In addition to past performance information submitted by the company, the Government may use personal knowledge or information obtained from other sources, such as CPARS, Federal Awardee Performance and Integrity Information System (FAPIIS), or any other sources available to the Government, in its evaluation of a company's past performance.

Where there is little or no information available regarding the company's past performance history because the company is new to the marketplace, the past performance evaluation may take into account information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the work. Note: The assessment of past performance is separate from the responsibility determination required under FAR Subpart 9.1.

Assessment: Based on the recency, relevancy, and quality of past performance, the Government will assign one of the following:

- Acceptable – Government has a high expectation of successful performance.
- Unacceptable – Government has concerns about successful performance.
- Neutral Confidence – No relevant past performance available; no positive or negative inference will be made.

Price Quote: The proposed price will be evaluated for reasonableness in accordance with FAR 12.204. This criterion will include consideration of cost information provided in the Schedule of Items (Attachment 2). It is the Government's intent to assess the price/cost breakdown to determine: (1) Reasonableness (Adequate price competition and comparison to the IGE will establish a fair and

reasonable price), and (2) Price Consistency (Unit prices will be evaluated to determine if costs/prices are balanced and consistent with Government cost estimates and those of other quotes).

(End of provision)

Other Information

Site Visit:

No organized site visit has been scheduled; however, Contractors are encouraged to visit the site.

- The approximate latitude and longitude of the project start is 43.1553829, -111.0033213.
- The approximate latitude and longitude of the project end is 43.0660263, -110.8310633.

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

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

(End of provision)

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

Addenda to Provision FAR 52.212-1 paragraph (a) Submission of Offers:

NOTE: To assist in the evaluation, you should number your responses to correspond with the criterion being addressed. As a minimum, the technical portion of your quotation must clearly provide the following information:

(a) Technical Proposal Instructions:

(1) Factor 1 – Technical Capability:

Contractor shall provide a written narrative describing company's and any proposed subcontractor(s) technical capability in performing similar type work:

- Describe the dust abatement product(s) you are offering (e.g. chemical analysis, specific gravity, dry or liquid form)

- List of Equipment, including type, tank capacity, application, metering system, make, model, year and condition, to be used for this type of work and the availability to dedicate to any resulting contract, and on-site storage (if any);
- Intended Application procedure (e.g. single or multiple passes, use of shuttle trucks)
- Key Personnel, including name and qualifications;
- Approach to managing and monitoring this project to ensure quality control including application rates and consistency as well as product quality; and
- Identification of any subcontractor's and their role and responsibilities in the completion of the work.
- Project specific Quality Control Plan

(2) Factor 2 - Experience:

Provide a written narrative that outlines and identifies previous projects that demonstrate the company's experience performing similar types of projects including knowledge and skills in material handling and application, years of experience, number of individual contracts or quantity of combined work.

Provide a written narrative that outlines and identifies the experience of any identified subcontractors to be used in the completion of this work.

(3) Factor 3 - Relevant Past Performance:

Submit a list of relevant past or ongoing work the company has performed within the past 5 years, along with contact information so that the Government may query prior customers. Relevant past work means work that is similar in nature or scope to this project. Information should include:

(1) the project name or title;
(2) location;
(3) description of the work the company performed on the project;
(4) dollar value;
(5) company or organization name of project owner; and
(6) Point of Contact (POC) name/phone/email of project owner representative.

The company may provide information on problems encountered on the identified projects and the corrective actions taken. The company may provide a signed letter from the project owner specifying the work performance of the company on the project and/or a completed CPARS report from a government customer for projects listed.

If using subcontractors that have a meaningful involvement in contract performance, please describe their work completed within the past 3 years. The Government may consider the relevant past performance history of key individuals and subcontractors in evaluating past performance. The Government may contact a sample of your past customers concerning the quality of services provided by your firm and your subcontractors; timeliness of performance; business relations during project management such as flexibility, problem solving, and cooperation; customer satisfaction; and cost control.

(End of Provision)

(b) Price Quote**:**

All Contractors must provide the following minimum information and documentation with their quotations to be considered responsive and have their quotes evaluated:

1. **Signed SF-1449, Solicitation/Contract/Order for Commercial Items -** with Blocks 12, 17 & 30 completed by the Contractor.

2. **Schedule of Items (Attachment 2) -** may be submitted either in an Excel spreadsheet or in the Adobe Acrobat PDF format. Contractors shall submit a quote for all items in the Schedule of Items. Failure to comply with the instructions may render your quotation nonresponsive and ineligible for contract award.

3. **Acknowledgement of solicitation amendments** (if any). This may be accomplished by submitting the signed SF-30(s) from SAM.gov with your price quote.

It is the contractor's responsibility to ensure delivery of all required documents by the date and time set for receipt of quotes.

Period for acceptance of quotes:

The Contractor agrees to hold the prices in its quote firm for **60 calendar days** from the date specified for receipt of quotes.

Date, Time, and Place Quotes are due:

All documents shall be Microsoft Word, Microsoft Excel, or Adobe PDF. Each part shall be separate, complete, and clearly identified. **Documents are to be emailed to the Contract Specialist Judy Martin at PPS.proposals@usda.gov no later than the date and time specified in Block 8 on the SF-1449 or any Amendment that extends the time and date.** Please include the solicitation name and number as the subject line of the email. It is the Contractor's responsibility to ensure delivery of all required documents by the date and time set for receipt of quotes. Quotes received after the exact date and time specified for receipt of quotes will not be considered. Contact the Contract Specialist by e-mail if you do not understand any part of these instructions.

Questions

Questions shall be submitted to the Contract Specialist via email at **Judith.martin@usda.gov** and are due no later than **June 22, 2026, at 4:30 p.m. MDT**. This will ensure enough time to respond before the solicitation period ends. Please include the solicitation name and number as the subject line of the email.

The following FAR provisions are applicable:

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)
☒ 52.219-1 Small Business Program Representations (Nov 2025)

Other Applicable FAR Provisions

52.217-5 Evaluation of Options (Nov 2025)
52.233-2 Service of Protest (Sep 2025)
52.237-1 Site Visits (Apr 1984)

FAR 52.252-5 Authorized Deviations in Provisions (Nov 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Agriculture Acquisition Regulation (48 CFR Chapter 4) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

Full Text AGAR Provisions

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

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

(1) It is compliant with all applicable Federal anti-discrimination laws and the Equal Protection principles of the U.S. Constitution.

(2) Neither it nor any proposed subcontractor or teaming partner operates or funds any program, policy, or initiative that promotes DEI in a manner that violates any applicable Federal anti-

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

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

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

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

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

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

(End of Provision)

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

The 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.