SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE	OF PAGES
	127EAX26R0006	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	06/17/2026	1	35

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

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

7. ISSUED BY CODE 7EAX

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

8. ADDRESS OFFER TO

Blaine Greenwalt
blaine.greenwalt@usda.gov

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*
	BLAINE GREENWALT	800-832-1355

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)*

The USFS, Southwest Region 3 requires an Indefinite Delivery-Indefinite Quantity (IDIQ), Multiple Award Task Order Contract (MATOC) for road, bridge and related civil construction projects. The North American Industry Classification System (NAICS) code for this work is 237310, Highway, Street and Bridge Construction with a small business size standard of $45,000,000. This requirement is set aside 100% for small business participation. The Government anticipates awarding up to 20 individual contracts from this solicitation. The MATOC will have a shared $100,000,000 ceiling with up to a five-year ordering period. Firm-fixed price task orders will be solicited and awarded on a competitive basis.

There will be one site visit per seed project. The first will be for the 307/310 Road and Parking Lot Reconstruction Project in the Kaibab NF (Time and Date for site visits will in be included in the SAM.gov Posting). Grandview Lookout Tower, 100 Coconino Rim Rd, Grand Canyon Village, AZ 86023

The second will be for the Echo Amphitheater Pavement Preservation Project in the Carson National Forest (Time and Date for site visits will in be included in the SAM.gov Posting). Echo Amphitheater Picnic Site Abiquiu, NM 87510. Link for google maps waypoints to sites found in Instructions to Offerors.

Continued ...

11. The Contractor shall begin performance within 1 calendar days and complete it within 1825 calendar days after receiving ☒ award, ☐ notice to proceed. The performance period is ☒ mandatory ☐ negotiable. (See _____.)

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

12b. CALENDAR DAYS: 10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 1430 *(hour)* local time 07/24/2026 *(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
☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 3304(a) ( )

26. ADMINISTERED BY CODE

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT

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

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

☐ 29. AWARD

(Contractor is not required to sign this document.)

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

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

31a. NAME OF CONTRACTING OFFICER *(Type or print)*
MATTHEW M. BIRD

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 10/01/2026 to 09/30/2031				
0001	USFS, Region 3, Southwest Region, Road and Bridge Construction MATOC Product/Service Code: Y1LB Product/Service Description: CONSTRUCTION OF HIGHWAYS, ROADS, STREETS, BRIDGES, AND RAILWAYS				

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Description

This announcement constitutes the only solicitation. Proposals are being requested and a separate written solicitation will not be issued.

Solicitation number 127EAX26R0006 is issued as a Request for Proposal (RFP) for FFP IDIQ MATOC for Region 3 Roads and Bridge Construction Services.

This acquisition is set-aside for small business concerns. The applicable North American Industry Classification Standard Code is 237310 Highway, Street, and Bridge Construction The small business size standard is $45 Million. This acquisition is a Total Small Business Set-Aside. All responsible sources may submit a proposal which will be considered by the agency.

Scope of Contract

The USDA, Forest Service, Region (R3), requires a 5-year Indefinite Delivery Indefinite Quantity (IDIQ), Multiple-Award Task Order Contracts (MATOC) for road and bridge construction and related services. **Design-Build task orders will not be authorized under this MATOC**. The work may include all requirements cited under Divisions 100 through 725 of The Standard Specifications for the Construction of Roads and Bridges on Federal Highway Projects (FP-24). Examples include the following types:

Road: Work includes repair and construction of native surface, gravel or paved roads; and road repair and reconstruction due to damage from human or natural causes.

Road decommissioning: Work includes de-compaction, partial or full re-contour to restore the roadway to a hydrological stable condition; removal of drainage structures and associated fill to restore site to natural contour; work may include excavation of stream channels without drainage structures; installation of gradient control devices in channels or sediment basins; seeding, fertilizing, and mulching; and the construction of waterbars.

Bridge: Work includes repair, removal, disposal and construction of steel, concrete, and timber road bridges; reconstruction of approaches; and related stream work within the project area.

Trail Bridge: Work includes construction or reconstruction of bridge. Site will be accessible from National Forest system or other public roads. Site will be located near trailheads readily accessible by conventional road building equipment.

Culverts, Aquatic Passage Structures, and Ancillary Structures: Work includes road structures for aquatic passages, bottomless arches, small bridges, retaining walls, and cattle guards that are part of National Forest roads.
Related work includes signs; guardrails; closure devices such as gates, cattle guards, fences; stream grade; alignment control; and scour protection.

Maintenance that is associated with the primary work is included. Examples are maintaining roads in the project area to prevent rutting, dust control, maintaining drain structures, road and spur improvements in campground, and restoring stream channel within the project area.

Schedule of Items –

Contract Line Item (CLIN) 0001:

Base Period: Five years (60 months) from the date of award. FFP, IDIQ MATOC for Road and Bridge Construction Services

NOTE: Specific dates for all CLINS shall be established at time of award.

SCHEDULE NOTES

a) Multiple awards will be made from this solicitation; contractors must submit pricing for a seed project that can be found in the attachments section.
b) Payment for bond premiums in accordance with FAR 52.232-5, Payments under Fixed-Price Construction Contracts, shall not be in addition to contract price. Bonding requirements will be established with each Task Order.

Technical Data –

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

1. Solicitation Attachments
   The following documents are included as attachments to this solicitation and can be accessed via the "Attachments/Links" section of the posting.
   1. Task Order Proposal Request Forms (TOPR)
   2. Past Performance Questionnaire
   3. NFSR 307-310 Road and Parking Lot Reconstruction Statement of Work
   4. NFSR 307-310 Road and Parking Lot Reconstruction Plans
   5. NFSR 307-310 Road and Parking Lot Reconstruction Specifications
   6. NFSR 307-310 Road and Parking Lot Reconstruction Schedule of Items
   7. NFSR 307-310 Road and Parking Lot Reconstruction Fire Plan
   8. Echo Amphitheater Parking Lot Pavement Preservation SOW
   9. Echo Amphitheater Parking Lot Pavement Preservation Drawings
   10. Echo Amphitheater Parking Lot Pavement Preservation FS Supplemental Specs
   11. Echo Amphitheater Parking Lot Pavement Preservation Schedule of Items
   12. Echo Amphitheater Parking Lot Pavement Preservation Fire Plan

Technical Specifications

The Standard Specifications for the Construction of Roads and Bridges on Federal Highway Projects (FP-24) is located at FP-24 | FHWA (dot.gov).

FP-24 standard specification Division 100 and Division 150 apply to all task orders under this contract. The FP-24 standard specification sections Division 200 through Division 700 that apply to individual projects will be identified in each task order.

Special and/or supplemental specifications and drawings will be applicable at the task order level and shall be provided with each Task Order Proposal Request (TOPR).

Forest Service Supplemental Specifications (FSSS) are used to modify the FP standard specifications so that they align with Forest Service terminology, requirements, and expectations. These will be included with the task orders. Additional specifications for work not covered by the FP or FSSS may be included in task orders as well.

The FP-24 Standard, FSSS, and additional specifications shall all be used in conjunction with each other to properly determine the work requirements for each task order.

Signs shall be installed in accordance with the Forest Service Sign Installation Guide. The Forest Service Sign Installation Guide can be viewed at no cost at:
https://www.fs.usda.gov/t-d/pubs/pdfpubs/pdf10712812/pdf10712812dpi300.pdf

Project Location

These construction services may be required across all Region 3 (Arizona and New Mexico) Forests and Grasslands.

Each Task Order issued under the MATOC will specifically identify the project location(s).

Magnitude of Construction Project

The MATOC maximum will be a $100,000,000 aggregate tracked as a shared ceiling for all contracts issued. This maximum will include minimum guarantees, Task Orders and modifications issued to any vendor within the MATOC.

Individual Task Orders will have a minimum of $2,000 and a maximum of $5,000,000 per order.

There is a Minimum Guarantee of $500 for each contract issued.

Each Task Order Proposal Request (TOPR) will state the estimated price range.

Definitization of Equitable Adjustments for Change Orders - If an award of a construction contract to a small business is anticipated, include information about definitization of equitable adjustments for change orders (see part 36). This is only needed if un-definitized changes are

projected. Firm-Fixed Priced contracts will require modification and funding if changes are required.

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

The clauses and provisions contained herein are applicable to any order awarded as a result of this solicitation. The terms and conditions set forth herein supersede all other terms and conditions. Signing of the SF1442 constitutes acceptance of all terms and conditions contained herein.

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

52.252-2 Clauses Incorporated by Reference Feb 1998

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

52.212-4 Terms and Conditions—Commercial Products and Commercial Services (Nov 2025)
☐ Alternate I (Nov 2025) of 52.212-4

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

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

(d) *Changes.* Changes will be handled in accordance with the following FAR clause(s):
☒ FAR 52.243-4, Changes (Nov 2025)
☒ FAR 52.243-5, Changes and Changed Conditions (Nov 2025)
(o) *Warranty.* FAR 52.246-21, Warranty of Construction

52.202-1 Definitions (Jun 2020)
52.203-3 Gratuities (Apr 1984)
52.203-5 Covenant against Contingent Fees (May 2014)
52.203-7 Anti-Kickback Procedures (Jun 2020)
52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)
52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)
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)
52.203-14 Display of Hotline Poster(s) (NOV 2021)
52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (NOV 2025)
52.204-15 Service Contract Reporting Requirements for Indefinite Delivery Contracts (NOV 2025)
52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)
52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment, or Voluntarily Excluded (JAN 2025)
52.210-1 Market Research (JUN 2025)
52.211-13 Time Extensions (Sep 2000)
52.215-2 Audit and Records -- Negotiation (NOV 2025)
52.215-8 Order of Precedence—Uniform Contract Format (NOV 2025)
52.228-12 Prospective Subcontractor Requests for Bonds (DEC 2022)
52.229-3 Federal, State, and Local Taxes (FEB 2013)
52.219-28 Postaward Small Business Program Rerepresentation (NOV 2025)
52.222-4 Contract Work Hours and Safety Standards -- Overtime Compensation (NOV 2025)
52.222-6 Construction Wage Rate Requirements
52.222-7 Withholding of Funds
52.222-8 Payrolls and Basic Records
52.222-9 Apprentices and Trainees
52.222-10 Compliance with Copeland Act Requirements
52.222-11 Subcontracts (Labor Standards)
52.222-12 Contract Termination-Debarment
52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations (NOV 2025)
52.222-14 Disputes Concerning Labor Standards
52.222-15 Certificate of Eligibility (Nov 2025
52.222-50 Combating Trafficking in Persons (Nov 2025)
☐ Alternate I (Nov 2025) of 52.222-50
52.222-55 Minimum Wages for Contractor Workers under Executive Order 14026 (NOV 2025)
52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2024)
52.226-7 Drug-Free Workplace (MAY 2024)
52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
52.232-5 Payments under Fixed-Price Construction Contracts (MAY 2014)
52.232-17 Interest (MAY 2014)
52.232-23 Assignment of Claims (MAY 2014)
52.232-27 Prompt Payment for Construction Contracts (JAN 2017)
52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
52.232-90 Fast Payment Procedures (Nov 2025)
52.233-1 Disputes (SEP 2025)
52.233-3 Protest After Award (Sep 2025)
52.233-4 Applicable Law for Breach of Contract Claim (Sep 2025)
52.236-5 Material and Workmanship
52.236-22 Design Within Funding Limitations (JUL 2025)

52.240-91 Security Prohibitions and Exclusions (Nov 2025)
☐ Alternate I (Nov 2025) of 52.240-91
52.242-13 Bankruptcy (JUL 1995)
52.244-6 Subcontracts for Commercial Products and Commercial Services (Nov 2025)
52.245-1 Government Property (Sep 2021)
☐ Alternate I (Sep 2021) of 52.245-1
52.245-2 Government Property Installation Operation Services (Apr 2012)
52.245-9 Use and Charges (Apr 2012)
52.246-15 Certificate of Conformance (Apr 1984)
52.249-2 Termination for Convenience of the Government (Fixed-Price) (APR 2012)-Alternate I (SEP 1996)
52.249-3 Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements) (APR 2012)
52.249-10 Default (Fixed-Price Construction) (APR 1984)
52.252-6 Authorized Deviations in Clauses (Nov 2020)
52.253-1 Computer Generated Forms (NOV 2025)

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

☒ 52.203-6 Restrictions on Subcontractor Sales to the Government (Jun 2020) with Alternate I (Nov 2021) of 52.203-6
☒ 52.203-13 Contractor Code of Business Ethics and Conduct (Nov 2021)
☐ 52.204-9 Personal Identity Verification of Contractor Personnel Jan 2011
☒ 52.204-13 System for Award Management—Maintenance (Nov 2025)
☐ 52.204-91 Contractor identification (Nov 2025)
☒ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2025)
☒ 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Sep 2025)
☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Sep 2025)
☐ 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Nov 2025)
☒ 52.219-6 Notice of Total Small Business Aside (Nov 2025)
☐ Alternate I (Mar 2020).
☒ 52.219-8 Utilization of Small Business Concerns (Nov 2025)
☐ 52.219-9 Small Business Subcontracting Plan (Nov 2025)
☐ Alternate III (Nov 2025) of 52.219-9.
☐ Alternate IV (Nov 2025) of 52.219-9
☒ 52.219-14 Limitations on Subcontracting (Nov 2025)
☐ 52.219-16 Liquidated Damages—Subcontracting Plan (Nov 2025)
☐ 52.219-33 Nonmanufacturer Rule (Nov 2025)
☒ 52.222-3 Convict Labor (June 2003)
☐ 52.222-19 Child Labor—Cooperation with Authorities and Remedies (Nov 2025)

☐ 52.222-30 Construction Wage Rate Requirements-Price Adjustment (None or Separately Specified Pricing Method (Aug 2018)
☐ 52.222-31 Construction Wage Rate Requirements-Price Adjustment (Percentage Method) (Aug 2018)
☒ 52.222-32 Construction Wage Rate Requirements-Price Adjustment (Actual Method) (Nov 2025)

☒ 52.222-35 Equal Opportunity for Veterans (Nov 2025)
☐ Alternate I (Jul 2014) of 52.222-35
☒ 52.222-36 Equal Opportunity for Workers with Disabilities (Nov 2025)
☐ Alternate I (Jul 2014) of 52.222-36
☒ 52.222-37 Employment Reports on Veterans (Nov 2025)
☒ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
☐ 52.222-41 Service Contract Labor Standards (Aug 2018)
☐ 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)
☐ 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018)
☐ 52.222-44 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014)
☐ 52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014)
☐ 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (Nov 2025)
☒ 52.222-54 Employment Eligibility Verification (Nov 2025)
☒ 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)
☒ 52.222-90 Addressing DEI Discrimination by Federal Contractors (Apr 2026)
☒ 52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (Nov 2025)
☒ 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)
☐ Alternate I (May 2008) of 52.223-9
☐ 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Nov 2025)
☐ 52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Nov 2025)
☒ 52.223-23 Sustainable Products and Services (Nov 2025)
☐ 52.224-3 Privacy Training (Jan 2017)
☐ Alternate I (Jan 2017) of 52.224-3
☐ 52.225-1 Buy American-Supplies (Nov 2025)
☐ Alternate I (Oct 2022) of 52.225-1
☐ 52.225-3 Buy American--Free Trade Agreements--Israeli Trade Act (Nov 2025)
☐ Alternate II (Nov 2025) of 52.225-3.

☐ Alternate III (Nov 2025) of 52.225-3.
☐ Alternate IV (Oct 2022) of 52.225-3

☐ 52.225-5 Trade Agreements (Nov 2023)
☒ 52.225-9 Buy American-Construction Materials (Nov 2025)
☐ Alternate I (Oct 2022) of 52.25-9
☒ 52.225-11 Notice of Buy American Requirement-Construction Materials under Trade Agreements (Nov 2025)
☐ Alternate I (Nov 2025) (of 52.225-11
☐ Alternate II (Oct 2022) of 52.225-11

☐ 52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission outside the United States (May 2020)
☐ 52.225-26 Contractors Performing Private Security Functions Outside the United States (Oct 2016)
☐ 52.226-4 Notice of Disaster or Emergency Area Set-Aside (Nov 2007)
☐ 52.226-5 Restrictions on Subcontracting Outside Disaster or Emergency Area (Aug 2025)
☒ 52.228-2 Additional Bond Security (Oct 1997)
☒ 52.228-5 Insurance-Work on Government Installation (Jan 1997)
☒ 52.228-11 Individual Surety-Pledge of Assets (Feb 2021)
☒ 52.228-13 Alternative Payment Protections (Jul 2020)
☒ 52.228-14 Irrevocable Letter of Credit (Nov 2014)
☒ 52.228-15 Performance and Payment Bonds-Construction (Jun 2020)
☒ 52.228-17 Individual Surety-Pledge of Assets (Bid Guarantee) (Feb 2021)
☐ 52.229-12 Tax on Certain Foreign Procurements
☐ 52.232-29 Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021)
☐ 52.232-30 Installment Payments for Commercial Products and Commercial Services (Nov 2021)
☒ 52.232-33 Payment by Electronic Funds Transfer— System for Award Management (Oct 2018)
☐ 52.232-34 Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013)
☐ 52.232-36 Payment by Third Party (Nov 2025)
☒ 52.236-2 Differing Site Conditions (Jul 2025)
☒ 52.236-3 Site Investigation and Conditions Affecting the Work (Jul 2025)
☒ 52.236-6 Superintendent by the Contractor (Jul 2025)
☒ 52.236-7 Permits and Responsibilities (Jul 2025)
☒ 52.236-8 Other Contracts (Jul 2025)
☒ 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Jul 2025)
☒ 52.236-10 Operations and Storage Areas (Jul 2025)
☒ 52.236-11 Use and Possession Prior to Completion (Jul 2025)
☒ 52.236-12 Cleaning Up (Jul 2025)

☒ 52.236-13 Accident Prevention (Jul 2025)
☐ Alternate I (Nov 1991) of 52.236-13
☒ 52.236-14 Availability and Use of Utility Services (Jul 2025)
☒ 52.236-15 Schedules for Construction Contracts (Jul 2025)
☒ 52.236-16 Quantity Surveys (Jul 2025)
☐ Alternate I (Apr 1984) of 52.236-16
☒ 52.236-17 Layout of Work (Jul 2025)
☒ 52.236-21 Specifications and Drawings for Construction (Jul 2025)
☒ Alternate I (Apr 1984) of 52.236-21
☒ Alternate II (Apr 1984) of 52.236-21
☐ 52.240-92 Security Requirements (Nov 2025)
☐ Alternate II (Nov 2025) of 52.240-92
☐ 52.240-93 Basic Safeguarding of Covered Contractor Information Systems (No 2025)
☒ 52.242-14 Suspension of Work (Apr 1984)
☐ 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2025)
☐ Alternate I (Apr 2023) of 52.247-64.
☐ Alternate II (Nov 2021) of 52.247-64
☒ 52.248-3 Value Engineering (Oct 2025)
☐ Alternate I (Apr 1984) of 52.248-3

Full Text Clauses

FAR 52.211-12 Liquidated Damages—Construction (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of (TBD for each TO issued) for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

FAR 52.216-18 Ordering (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award of the base contract through 5 years after award (plus 6 months if 52.217-8 exercised).

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

FAR 52.216-19 Order Limitations (Oct 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than *$2,000.00,* the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of $5,000,000.00;

(2) Any order for a combination of items in excess of *$5,000,000.00*; or

(3) A series of orders from the same ordering office within *30 days* that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.,* includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within ***5*** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

FAR 52.216-22 Indefinite Quantity (NOV 2025)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the

Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after ***30 March 2032.***

(End of clause)

FAR 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the end of the final option period.

(End of clause)

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)

AGAR Clauses

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

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

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

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

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

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

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

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

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

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

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)

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)

452.216-74 Ceiling Price (Apr 2026)

The ceiling price of this Multiple Award Task Order Contract is $100,000,000.00. The contractor must not make expenditures nor incur obligations in the performance of this contract, which exceeds the ceiling price specified herein, except at the contractor's own risk.

(End of Clause)

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

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

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

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

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

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

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

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

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

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

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

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

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

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

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

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

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

(h) *Security for progress payments.* In the event the Contractor fails to provide adequate security as required in this contract, no progress payment shall be made under this contract. Upon receipt of adequate security, progress payments shall be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the contract. If at any time the Contracting

Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided, and suspend further payments to the Contractor; the Contractor shall repay to the Government the amount of unliquidated progress payments as the Contracting Officer at his sole discretion deems repayable.

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

(j) *Reservation of rights.*

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

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

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

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

(l) *Retainage*. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer

considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(m) *Title, liability, and reservation of rights*. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as-

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

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

(o) *Final payment*. The Government shall pay the amount due the Contractor under this contract after-

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

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

Task Order – Ordering Procedures

a) A Task Order for the purposes of this solicitation and subsequent award is an order for construction services issued by an authorized and warranted government Contracting Officer for work within the scope of the MATOC.
b) As the need exists for performance under the terms of this contract any warranted Forest Service Contracting Officer may solicit and issue task orders against this contract.
c) TOPRs will be transmitted primarily via e-mail.
d) TOPRs may include evaluation criteria (ie: price, past performance, technical approach, etc.) which will require the submission of a technical proposal. All TOPRs shall specify the method for award determination, specify the appropriate wage determination, and indicate the required response documentation.
e) Upon the receipt of a TOPR from the Government, the Contractor shall respond as specified. In the case that an awardee cannot submit an offer in response to a TOPR the awardee shall notify the Contracting Officer as to the business reason for why a response will not be submitted. While no mandatory requirement exists for the submission of a task order solicitation response, firms consistently declining to submit a response or failing to notify the Contracting Officer as to the business reason why a response was not provided risk termination
f) Contract holders will receive fair opportunity to be considered for each Task Order unless one of the exceptions in FAR Subpart 16.507-6 applies.
g) All parent contract clauses flow down to task orders.

Solicitation Information

Award Type

It is anticipated that up to 20 FFP IDIQs consisting of a 5-year based period will be awarded as a result of this solicitation.

Period of Performance

5-Year period of performance for IDIQs. Task Orders will have separate period of performance.

INSTRUCTIONS TO OFFERORS

(a) General Instructions. Proposals submitted in response to this solicitation shall be furnished as specified below.

(1) The proposal must include a technical proposal and price proposal for at least one seed project. Each of the parts should be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. All documents shall be Microsoft Word, Microsoft Excel, or Adobe PDF.

(2) Offeror must have an active entity registration at: https://www.sam.gov/SAM/ in order to submit an offer.

(3) All offers shall be submitted in the following format:

(a) Email with a copy of the completed technical proposal (PDF), and a copy of the completed price proposal (PDF) to the email address listed in Block 8 of the SF 1442. Overall email size shall not exceed 50MB.

(4) Proposal must be valid for 90 days

(b) Technical Proposal Instructions
Therefore, the technical proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed description of techniques, procedures and program for achieving the objectives of the specifications/statement of work. The technical proposal should clearly address the following:

i) Factor 1- Experience and Capabilities

Subfactor 1- Experience: Provide a narrative of three (3) projects of similar scope, magnitude, similar terrain, remoteness and environmental constraints of the scope of the MATOC and anticipated task order limits ($2,000-$5,000,000). Projects shall have been in progress or completed within 7 years of the solicitation issue date. Each project narrative shall be no more than 2 pages long and include the following information:

- Project name/title
- Geographic location (ie: closest City, State)

- Dates of performance
- Description of the work performed
- Role on the project: State if role was Prime or Subcontractor and what work was performed in that role. If role was as Prime indicate what work was self-performed and what was subcontracted
- Contract value/ value of work performed
- Customer name/organization
- Contracting officer or customer name, phone number and email address
- Any challenges encountered and how they were overcome or resolved

Subfactor 2- Capabilities: Provide a narrative no more than 5 pages describing capabilities to perform any of the following work. (Note: Every offeror is not expected to have capabilities in each area listed below). The purpose of this narrative is to explain what work the offeror is comfortable and capable of performing. Do not simply list or restate the items below:

- Projects using FP Standard Specifications for Roads and Bridges
- New road construction, including subsurface and/or surface drainage
- Road reconstruction, including subsurface and/or surface drainage
- Bridge construction
- Stream culvert construction, including dewatering, temporary bypass, stream simulation and in-stream restoration for road-stream crossings
- Aggregate pit development and crushing
- Asphalt placement

Subfactor 3- Subcontractors: Submission Requirements: Provide a list of key subcontractors and the type/features of work they perform routinely for the offeror for work within the scope of the IDIQ. If the offeror routinely self performs all or a majority of work please indicate that here also.

ii) Factor 2- Organization and Management

Submission Requirements: The Government will evaluate the offeror's approach to organizing, managing, and controlling contract performance to ensure timely, high-quality execution of project and required services. Provide a narrative (no more than 5 pages) describing the following:

- Management structure, including chains of command, decision making ability, and escalation paths for questions and concerns
- Internal controls for monitoring performance, quality, schedule, risk and communication
- How management will identify and correct performance issues before they affect the Government

iii) Factor 3- Past Performance:
Offerors shall submit a Past Performance Questionnaire (PPQ) (provided) for each project listed in Factor 1, Subfactor 1 Experience. The Government will evaluate the offeror's record

of past performance to ascertain the probability of being able to successfully perform future task orders within the scope of the MATOC.

For purposes of this solicitation, the Government defines the "client" as the project owner for the submitted project. For each PPQ sent to a client reference, the offeror shall submit a copy of the PPQ form with Section A-D completed, along with the name, telephone number, and e-mail address of the client Point of Contact (POC), with their proposal. The Government may contact and interview the POCs and reserves the right to interview other representatives of the reference's firm if the listed POC is not available. The Government may contact references for submitted projects for purposes of assessing and verifying the scope of work performed.

If offerors are submitting as a Joint Venture (JV) or recognized teaming arrangement, PPQ information must be provided for each team member for one (1) or more of the projects submitted (performed by the team member individually or as a member of the same team).

In addition to past performance information submitted by the offeror, the Government may use personal knowledge or information obtained from other sources, such as Contractor Performance Assessment Reporting System (CPARS), Federal Awardee Performance and Integrity Information System (FAPIIS), or any other sources available to the Government, in its evaluation of an offeror's past performance.

(c) Factor 4- Price Proposal Instructions
The following information is required to be submitted for a minimum of one (1) of the seed projects:

i) Signed Standard Form 1442, Solicitation/Offer/Award (Construction, Alteration, Repair), with blocks 14 – 20c completed by the offeror.

ii) Schedule of Items for the seed project for which submitting a price (Attachments 6 and Attachment 11), all blocks must be completed by the offeror. All Items must be priced. In the event of an error in extending prices the unit prices shall govern. The intent is that the seed projects will be awarded as the first Task Orders of the MATOC.

iii) Offeror Representations and Certifications – Complete the requested information in each applicable provision. Only return the applicable provisions, not the entire solicitation.

iv) Acknowledgement of solicitation amendments (if any). This can be accomplished by completing section 19, 20a, 20b, and 20c on the SF-1442 or by submitting the signed SF-30(s) from sam.gov with your price proposal.

v) Scanned copy of fully executed Bid Guarantee (Standard Form 24 and Power of Attorney).

(d) All documents, including PPQs, shall be submitted to the POC identified in Block 8 of the SF-1442. It is the offeror's responsibility to ensure delivery of all required documents by the date and time set for receipt of offers

Organized Site Visit Information

There will be one site visit per seed project. The first will be for the 307/310 Road and Parking Lot Reconstruction Project in the Kaibab NF at (Time and Date for site visits will in be included in the SAM.gov Posting). Grandview Lookout Tower, 100 Coconino Rim Rd, Grand Canyon Village, AZ 86023

https://maps.app.goo.gl/9TYy4KVvcxihSdam6

The second will be for the Echo Amphitheater Pavement Preservation Project in the Carson National Forest at (Time and Date for site visits will in be included in the SAM.gov Posting). Echo Amphitheater Picnic Site Abiquiu, NM 87510.

https://maps.app.goo.gl/aC46x9Byv7y2DAxd7

Evaluation and Basis for Award

PROPOSAL EVALUATION

Proposals will be evaluated using the Tradeoff Process as defined in FAR 15.103-1. This process permits tradeoffs among price and non-price factors and allows the Government to accept other than the lowest priced proposal. Evaluation will be conducted in accordance with FAR 15.202 Evaluating Competitive Proposals as supplemented by information in this solicitation. The government will evaluate proposals and assess their relative qualities solely on the evaluation factors specified in this solicitation. Non-price factors when combined are significantly more important than price. The Government intends to award contracts to up to 20 qualified offerors that are determined to represent the best value based on the technical factors and price

TECHNICAL EVALUATION FACTORS

Technical Factors (Factor 1, 2, 3) listed are of equal importance.

Factor 1 - Experience and Capabilities, non-price factor

Note: that Factor 1 will be evaluated at the Factor level and not at each sub-factor.

Subfactor 1- Experience: The Government will assess and evaluate the specialized experience and skill of the firm with a focus on experience that is relevant to the specified scope of work for the MATOC.

Subfactor 2- Capabilities: The Government will assess and evaluate the stated capabilities of the offeror with respect to the work items identified in the narrative. Focus of the assessment and evaluation will be on those elements of work listed within the same Factor/Subfactor.

Subfactor 3- Subcontracting: The Government will assess the established subcontractor list and evaluate the ability of the offeror and subcontractors to accomplish the work items listed within the scope of the MATOC. Self-performance if indicated will be assessed in conjunction with the stated capabilities in response to subfactor 2 to determine the ability to complete all work items.

Factor 2 - Organization and Management, non-price factor

The Government will assess and evaluate the overall organizational structure and resumes for key personnel as submitted with focus on experience and expertise in work within the scope of the MATOC.

For Factors 1-Experience and Capabilities and 2- Organization and Management the following confidence ratings will be used.

Rating	**Description**
High Confidence	The Government has high confidence that the offeror understands the requirement and will be successful in performing task orders within the scope of the MATOC with little or no Government intervention.
Neutral Confidence	The Government has confidence that the Offeror understands the requirement and will be successful in performing task orders within the scope of the MATOC with some Government intervention.
Low Confidence	The Government has low confidence that the offeror understands the requirement or will have success in performing task orders within the scope of the MATOC even with Government intervention.

Factor 3 - Past Performance, non-price factor

Past performance is a measure of the degree to which the offeror (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 past performance evaluation will characterize the level of the Government's confidence that the offeror will successfully complete the work, in compliance with all contract requirements, based on its record of successful performance on recent and relevant similar projects.

In addition to past performance information submitted by the offeror, 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 an offeror's past performance.

Where there is little or no information available regarding the offeror's past performance history because the offeror is new to the marketplace, the past performance evaluation may take into account information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the work.

Past Performance will utilize the table below and be assigned a confidence rating. Per 15.202(c), in the case of an offeror without a record of relevant past performance or for whom past performance information is not available they will not be evaluated favorable or unfavorable and will be assigned a rating of "Neutral Confidence".

Rating	**Description**
Acceptable Confidence	The Government has high confidence that the offeror understands the requirement and will be successful in performing task orders within the scope of the MATOC with little or no Government intervention.
Neutral Confidence	The Government has confidence that the Offeror understands the requirement and will be successful in performing task orders within the scope of the MATOC with some Government intervention.
Unacceptable Confidence	The Government has low confidence that the offeror understands the requirement or will have success in performing task orders within the scope of the MATOC even with Government intervention.

Factor 4 - Price:
Offerors shall submit a price proposal for a minimum of one (1) seed project in order to be evaluated. The proposed price for the seed project(s) will be evaluated for reasonableness in accordance with FAR 15.404-1(b). It is the Government's intention to award the seed projects as the initial task orders under the MATOC.

The government expects to make award of the seed projects without discussions; however, reserves the right to conduct discussion if necessary.

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

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

Experience and Capabilities; Organization and Management; Past Performance; and Price

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

(End of provision)

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 52.252-5 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)

Applicable Provisions

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)
52.212-1	Instructions to Offerors - Commercial Products and Commercial Services (Nov 2025)
52.215-1	Instructions to Offerors—Competitive Acquisition (NOV 2025)
52.216-27	Single or Multiple Awards (Oct 1995)
52.228-17	Individual Surety – Pledge of Assets (Bid Guarantee) (Feb 2021)
52.233-2	Service of Protest (Sep 2025)

52.240-90 Security Prohibitions and Exclusions Representations and Certifications (Nov 2025)

The following provisions are applicable if checked:

☒ 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2024)
☒ 52.204-7 System for Award Management—Registration (Nov 2025)
☐ Alternate I (Nov 2025) to 52.204-7
☐ 52.204-90 Offeror Identification (Nov 2025)
☒ 52.207-6 Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts) (Aug 2024)
☐ 52.209-12 Certification Regarding Tax Matters (Oct 2025)
☐ 52.219-2 Equal Low Bids (Nov 2025)
☒ 52.222-5 Construction Wage Requirements, Secondary Site of the Work (Nov 2025)
☐ 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2021)
☐ 52.222-48 Exemption from Application of the Service Contract Labor Standards for Maintenance, Calibration, or Repair of Certain Equipment–Certification (Nov 2025)
☐ 52.222-52 Exemption from Application of the Service Contract Labor Standards for Certain Services-Certification (Nov 2025)
☐ 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (Oct 2020)
☐ 52.223-4 Recovered Material Certification (May 2008)
☐ 52.225-2 Buy American Certificate (Oct 2022)
☐ 52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate (Nov 2025)
☐ 52.225-6 Trade Agreements-Certificate (Feb 2021)
☒ 52.225-10 Notice of Buy American Requirement- Construction Materials (May 2014)
☐ Alternate I (May 2014) of 52.225-10
☒ 52.225-12 Notice of Buy American Requirement-Construction Materials under Trade Agreements (May 2014)
☐ Alternate I (May 2014) of 52.225-12
☐ Alternate II (Nov 2023) of 52.225-12
☐ 52.226-3 Disaster or Emergency Area Representation (Nov 2007)
☒ 52.228-1 Bid Guarantee (Sep 1996)
☐ 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (Jul 2025)

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

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

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

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

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

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

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

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

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

(End of Provision)

NOTICE FOR FILING AGENCY PROTESTS

United States Department of Agriculture (USDA) Protest Procedures

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

Tier 1: Contracting Officer Concern Resolution

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

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

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

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

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

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

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

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

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

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

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

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

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