COMBINED SYNOPSIS-SOLICITATION

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Part 12. This announcement constitutes the only solicitation. Quotations are being requested as provided in the attachments section in the System for Award Management.

Solicitation number **1240BD26Q0082** is issued as a **Request for Quotation (RFQ)** for **bridge supplies**.

This acquisition is set-aside for small business concerns. The applicable North American Industry Classification Standard Code is **332312—Fabricated Structural Steel Manufacturing.** The small business size standard is **500 Employees**. The PSC is **9520—Structural Shapes**. This acquisition is **a Total Small Business Set-Aside.** All responsible sources may submit a quotation which will be considered by the agency.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: 1171220

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			1240BD26Q0082	08/11/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	BRIAN JOHNSON	509-423-2223	08/31/2026 1300 PT

9. ISSUED BY — CODE 40BD

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

10. THIS ACQUISITION IS
- ☐ UNRESTRICTED OR
- ☒ SET ASIDE: 100.00 % FOR:
  - ☒ SMALL BUSINESS
  - ☐ HUBZONE SMALL BUSINESS
  - ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
  - ☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
  - ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
  - ☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 332312

SIZE STANDARD: 500 Employees

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	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
☒ SEE SCHEDULE		☐	☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO — CODE 05M6

USDA FOREST SERVICE
MT BAKER SNOQUALMIE NATIONAL FOREST
2930 WETMORE AVE SUITE 3A
EVERETT WA 98201

16. ADMINISTERED BY — CODE 40BD

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

17a. CONTRACTOR/ OFFEROR — CODE — FACILITY CODE

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

Click **HERE** for documents to submit as your quotation package.

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SILVER CREEK TRAIL BRIDGE SUPPLIES USDA Forest Service Mt. Baker-Snoqualmie National Forest Mt. Baker Ranger District Period of Performance: 09/07/2026 to 04/30/2027				
0001	Bridge Supplies, Silver Creek Crossing, Baker Lake Trail 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)*	31c. DATE SIGNED
		BRIAN A. JOHNSON	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 11/2021)
Prescribed by GSA - FAR (48 CFR) 53.212

SILVER CREEK TRAIL BRIDGE SUPPLIES
USDA Forest Service
Mt. Baker-Snoqualmie National Forest
Mt. Baker Ranger District

1. SCHEDULE OF ITEMS

Base Items:

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Prefabricated Steel Bridge Superstructure, 65' Long, Design & Fabricate	1	EA	$	$
0002	Delivery to FOB "Destination" Location	1	LS	$	$
				Total Price:	**$**

Optional Items:

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1001	Prefabricated Steel Rail Posts (Includes Post & Timber Rail Attachment Hardware), Design & Fabricate	1	EA	$	$
1002	Delivery to FOB "Destination" Location	1	LS	$	$
				Total Price:	**$**

2. SCHEDULE OF ITEMS' NOTES

Note #1: It is the government's intent to award the base/optional items during initial contract award and not at a later date.
Note #2: Forklift Availability—the USDA Forest Service **will** have a forklift to assist in delivery offload operations.
Note #3: The supplier shall contact the below technical POCs three (3) business days prior to delivery, which must take place Monday-Friday between 8:00 AM 4:30 PM (Pacific Time).

3. GOVERNMENT POINTS OF CONTACT

Contractual #1: brian.johnson3@usda.gov, (509) 423-2223
Contractual #2: Michael.christiansen@usda.gov, (360) 956-2389
Technical #1: nikolai.ferrell@usda.gov, (360) 854-2610
Technical #2: lucas.silvis@usda.gov, (360) 854-2624

SCOPE OF WORK

1. DESCRIPTION OF WORK

Base Items 0001 & 0002: Supply steel materials for a 65' long, 7' wide pedestrian and stock bridge that will have timber decking and railing (supplied by others). Work includes design and fabrication of the bridge girders, diaphragms, bearing plates, bearing pads, and other associated steel parts. Fabricate the steel bridge superstructure in a fabricationg plant meeting the quality requirements—as a certified steel fabricator—according to ***American Institute of Steel Construction (AISC)*** standards.

Optional Items 1001 & 1002: Supply steel posts and rail hardware. These line items may be awarded with Base Item 0001, or at a later date, if all funding is not available at initial purchase order (PO) award. The USDA Forest Service has ninety (90) calendar days (CDs) after the PO award date to incorporate Item Nos. 1001 & 1002 via contract modification. If these items are funded *after* the 90 CDs have elapsed, the contracting officer (CO) will verify with the awardee that its pricing has/has not changed prior to bilateral modification execution.

All Item Nos.: Delivery terms are Free On Board (FOB) "Destination." The steel girders and associated parts shall be shipped loose for assembly at the project without requiring field welding.

2. LOCATION FOR FOB "DESTINATION" DELIVERY

Komo Kulshan Bone Yard, **Coordinates: 48º39'48.64"N, -121º42'40.88"W**. From I-5, take exit 230 onto State Highway 20 East for about 24 miles, turn left onto Baker Lake Highway (FS Road 11) and go approximately 14 miles, turn right onto Road 1106 towards Baker Lake Dam for 0.25 miles, turn left into Koma Kulshan storage yard.

> Important: There is no phone service at the storage site, so delivery truck will need to call in advance of making delivery to assure they do not have to wait.

3. DESIRED DELIVERY DATE

The desired delivery date is no later than **4/30/2027**. The supplier is requested to coordinate the actual delivery date with the Forest Service technical POCs.

4. SPECIFICATIONS

The design shall comply with "AASHTO Guide Specifications for Design of Pedestrian Bridges," and "AASHTO LRFD Bridge Design Specifications" current editions.

Construction shall meet the requirements of the "Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects" (FP-24), 2024. These specifications are included by reference only. The requirements contained in these Standard Specifications are hereby made a part of this solicitation and any resultant contract. They are available online at:

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

5. DESIGN AND REVIEW

Design the prefabricated steel bridge components, including all associated parts and details, under the direction of a registered professional engineer, ***licensed in Washington state or in the state where the fabricator's office is located***. Provide electronic copies of the completed design, including calculations, drawings, and any supplemental specifications to the Contracting Officer's Representative (COR) for review, corrections, and approval a minimum of **twenty-eight (28) calendar days** *before* fabrication is scheduled to begin.

6. DESIGN CRITERIA

Designed Use:	Pedestrian and Stock Bridge
Design Specifications:	AASHTO LRFD Bridge Design Specifications and AASHTO Guide Specifications for the Design of Pedestrian Bridges, current editions
Live Load:	90 psf Pedestrian Live Load with H5 Vehicle
Max LL Deflection:	Length/360
Superstructure Type:	Weathing Steel Rolled Girders, 3 girder lines
Steel Finish:	Unpainted Weathering Steel – SSPC SP6 (All Surfaces)
Length:	65 feet
Width:	7 feet out-out deck width, rail posts shall be mounted at edge of deck
Skew:	0º
Grade:	0%
Bridge Decking:	Wood Plank 4" Thick (by others)
Railing Type:	Dimensional 4"x4" nominal Timber Railing (by others). Posts at 5' maximum spacing.
Railing Type Option:	Post-installed square or rectangular steel tube rail posts w/ top cap closure. Posts at 5' maximum spacing. Option includes rail attachment hardware – Option Item to be awarded at time of initial award pending available funding
Railing Height:	42" from top of deck (allow for a 4" nailer plus 4" deck board or 8" total from top of girder to top of deck)
Bearing:	Elastomeric Leveling Pads that do not meet AASHTO Design Criteria
Anchor Bolts:	Allow for (2) ¾" anchor bolts per bearing (anchor bolts by others)
Maximum Weight of Individual Pieces:	6,500 lbs for helicopter lift considerations.

7. GENERAL DESIGN NOTES

a. Steel Fabrication: Fabricate the prefabricated steel bridge superstructure in a plant meeting quality requirements as a certified steel fabricator by AISC.
b. Girders shall be full length, one piece. Splices may only be permitted if agreed to by the COR.
c. All girders and diaphragms to be shipped loose and bolted together in the field by others.
d. Use steel girders, shapes, plates and bars of weathering steel conforming to AASHTO M270, Grade 50W (ASTM A588 or ASTM A242). Minimum steel thickness shall be as specified in the guide specifications for design of pedestrian bridges. Use high-strength bolts conforming to AASHTO M164, (ASTM F3125, Grade A325), Type 3. Use malleable iron washers against wood.
e. Weld structural steel in accordance with AWS D1.5 and suitable for the grade of steel and intended use. No field welding shall be required. Bearing plates shall be shop-welded prior to shipping.

f. The top flange of the girders shall be shop-drilled to accept a 3/8” bolt for attaching the deck nailer. Provide a pair of holes 4” apart on either side of the girder web. Nailer lenghths shall be 10’ long with one board 5’ long. Holes shall be 6” from each end/abutted splice location and at a maximum equal spacing of 3’ for intermediate bolt locations.
g. Provide attachments at girder ends for a timber plank backwall.
h. The base railing optional item shall include attachments for 4”x6” timber posts with the long dimension perpendicular to the bridge (timber posts supplied by others) with a maximum post spacing of 5 ft.
i. The optional item railing shall include steel posts bolted to the bridge in the field. Posts shall be made of weathering steel square or rectangular tubing with a top cap closure free of burrs. Posts shall be shop drilled to accept 5/8” diameter timber bolts for connecting three horizontal 4”x4” nominal timber rails including a top rail, mid rail, and bottom rail. Provide one hole per horizontal rail per post. Supply of timber bolts, nuts, and washers to be included with this option. Top of steel rail post to be 43” above deck surface. Top hole to be 2-3/4” down from top of post and other holes to be centered 18” apart.

(Continued)

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

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

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

52.252-2 Clauses Incorporated by Reference Feb 1998

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

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

Applicable Clauses

- ☒ 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)
- ☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Sep 2025)
- ☒ 52.219-6 Notice of Total Small Business Aside (Nov 2025)
- ☒ 52.222-3 Convict Labor (June 2003)
- ☒ 52.222-19 Child Labor—Cooperation with Authorities and Remedies (Nov 2025)
- ☒ 52.222-36 Equal Opportunity for Workers with Disabilities (Nov 2025)
- ☒ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010
- ☒ 52.222-90 Addressing DEI Discrimination by Federal Contractors (Apr 2026)
- ☒ 52.225-3 Buy American--Free Trade Agreements--Israeli Trade Act (Nov 2025)
- ☒ 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)

Other Applicable Clauses

☒ 52.247-34 F.O.B. Destination (Jan 1991)

AGAR Clauses

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

AGAR 452.203-72 Unenforceable Supplier Terms (May 2026)

(a) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Non-binding Actions. Neither the Government nor any Government authorized end user is deemed to have consented to any term, condition, or clause by virtue of its inclusion in the supplier agreement or through the use of clickwrap, browsewrap, "I agree" mechanisms, or similar means.

Execution of such mechanisms does not bind the Government or its authorized end users to any unenforceable terms.

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

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

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

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

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

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

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

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

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

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

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

(q) Confidential information. If the supplier agreement includes a confidentiality clause, such clause is amended to state that neither the agreement nor the contract price list, as applicable, must be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in the supplier agreement to the contrary, the Government may retain any confidential information as required by law,

regulation, or its internal document retention procedures for legal, regulatory, or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of the supplier agreement.

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

(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)

(Continued)

Award Type

It is anticipated that a firm-fixed-price (FFP) purchase order (PO) will be awarded as a result of this combined synopsis/solicitation.

The Government intends to make one (1) PO award from this solicitation; therefore, to be considered responsive, contractors must submit pricing for all items stated on the Schedule of 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 offeror representing the most advantageous offer to the Government.

Important: Combine your offer as **one (1) Adobe (.pdf) attachment** in your e-mail response to the CO. Do not submit multiple attachments, in various formats (Word, Excel, etc.), in your e-mail. An offeror that submits multiple attachments will be considered nonresponsive to the solicitation's requirements and its offer will not be considered.

Factor #1—Price

The offeror shall provide pricing as requested in the Schedule of Items. Failure to propose pricing for all item numbers (**0001, 0002, 1001,** and **1002**) will result in your company's quotation being excluded from further consideration. Each responsive offer will be evaluated in accordance with FAR 12.204 to determine if the proposed price is fair and reasonable.

Factor #2—Relevant Past Performance

Submit no more than five (5) past project samples, as a prime ***or*** subcontractor over the last seven (7) years (2020-2026) that are similar in complexity to this requirement. Provide in this order:

- Contract Number;
- Project Value;
- Project Name;
- Brief Project Description;
- Period of Performance; ***and***
- Owner's Name/E-mail/Telephone.

The Government may utilize any references provided by the Contractor, along with information available from past contracts/orders with the USDA and any information found using sources such as Federal Government sources or the ***Contractor Performance Assessment Reporting System (CPARS)*** to determine if the offeror has an acceptable, neutral, or unacceptable past performance record, which will be evaluated using the following rating system:

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

- **Neutral (NEITHER POSITIVE NOR NEGATIVE)** : Offeror does not have a past performance record.

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

Factor #3—Schedule Compliance Statement

Provide a written statement to the contracting officer that your company is capable of meeting the final delivery date of **4/30/2027**, which includes final delivery to the FOB "Destination" location.

Evaluation Method

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

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

- The proposed price is fair and reasonable (Factor #1);
- Relevant Past Performance is assessed as acceptable or neutral (Factor #2); and
- The offeror is capable of delivering all item numbers on or before the required delivery date (Factor #3).

Evaluation factors are not weighted and will be evaluated equally. Award will not be made to the lowest-priced offeror. Tradeoffs will not be conducted.

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

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

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

FAR 52.212-1 is amended as follows:

Period For Acceptance of Offers

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

Don't Forget To Acknowledge Amendments, If Any.

Documents To Submit As Your Quotation Package

Page 2: SF-1449 (Complete Blocks 17a., 30a., 30b., and 30c.)
Page 3: Factor #1, Schedule of Items
Pages 13-14: Factor #2, Relevant Past Performance *and* Factor #3, Schedule Compliance Statement

Solicitation Questions

Questions shall be submitted via email to brian.johnson3@usda.gov no later than **8/24/2026 at 1:00 PM (Pacific Time)**. This will ensure enough time to respond before the solicitation period ends. Please include the solicitation name and number as the subject line of the email.

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

☒ 52.204-7 System for Award Management—Registration (Nov 2025)
☒ 52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate (Nov 2025)

AGAR Provisions

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

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

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

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

(c) The offeror affirms that the above requirements are conditions of payment that go to the essence of the contract and are therefore material terms of the contract. Payments under the contract are

predicated on compliance with the above requirements, and therefore the offeror will not be eligible for funding under the contract or to retain any funding under the contract absent compliance with the above requirements.

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

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

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

(End of Provision)

(Continued)

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.