SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER: See Schedule

2. CONTRACT NUMBER:

3. AWARD/EFFECTIVE DATE:

4. ORDER NUMBER:

5. SOLICITATION NUMBER: 140L3726R0009

6. SOLICITATION ISSUE DATE: 08/12/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Diane Barker

b. TELEPHONE NUMBER *(No collect calls)*: (208) 387-5544

8. OFFER DUE DATE/ LOCAL TIME: 09/03/2026 1000 MD

9. ISSUED BY CODE: LFA

BLM FA-NTL INTRAGCY FIRE CTR(FA250)
3833 S. DEVELOPMENT AVE.
BOISE ID 83705

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: % 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): 111998

SIZE STANDARD: $2.5

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
[X] SEE SCHEDULE

12. DISCOUNT TERMS:

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING:

14. METHOD OF SOLICITATION
[ ] REQUEST FOR QUOTE (RFQ)
[ ] INVITATION FOR BID (IFB)
[X] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE: 0012590833

See Schedule

16. ADMINISTERED BY CODE: LFA

See Schedule

17a. CONTRACTOR/ OFFEROR CODE: FACILITY CODE:

TELEPHONE NUMBER:

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE:

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	ADMINISTERED BY: BLM FA NTL INTRAGCY FIRE (FA250) 3833 S. DEVELOPMENT AVE. BOISE ID 83705 US DELIVER TO: BLM BRSW LIBERTY Continued... *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

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

[X] 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 [X] 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

[X] 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)*: Diane Barker

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	2752 S. Liberty St. Boise ID 83709 US Pursuant to Federal Acquisition Regulation (FAR) 12.201-1 and 15.1, the Contracting Officer is issuing a solicitation for the acquisition of Native Seed Production of Government provide Source Identified (SI) seed to be grown out and increased in quantity for the Bureau of Land Management (BLM). This procurement is for unrestricted, full and open participation for vendors registered in SAM.gov. The North American Industry Classification System (NAICS) code associated with this solicitation is 111998: All Other Miscellaneous Crop Farming, with a size standard of $2.5 Million. The BLM is seeking harvested seed meeting the specifications and required quality detailed in the Specifications and at the estimated quantities specified in Attachment 1 Requested Seed. An offeror can elect to provide an offer for one or more lines, as many lines as they elect. Pursuant to FAR 52.215-1(f), the Government may accept any item or group of items of an offer. If the Contractor receives award of more than one line item, simultaneous performance Continued...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

STOCK RECORD (S/R)		40. PAID BY
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	

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

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	will be required. The type of contract to be awarded is a stand-alone, Firm Fixed Price (FFP) type of contract. The Government anticipates making multiple awards. This requirement falls under the Federal Labor Standard Act (FLSA) and employees working must be paid in accordance with the law. For more information refer to the Dept of Labor website at www.dol.gov/agencies/whd/flsa. Offerors must be registered and have an active account in the System for Award Management (SAM.gov) website at the time that the solicitation closes. The Offeror shall identify and provide contact information for any individuals authorized to communicate with the Government and detail the capacity of the communications, as well as limitations (if applicable). At a minimum, the Prime Offeror shall include individual(s): designated to make decisions, authorized to contractually sign and obligate the Offeror, and responsible for CPARS and for invoicing. Please include name, title, phone number, email address, functional capacity and limitation(s), if applicable. Delivery: 09/25/2031 Period of Performance: 10/01/2026 to 09/30/2031				
00010	Small Lot Seed Increases for multiple seed types from 7 different regions in the western United States per the Statement of Work. Refer to the Attachment 1 Bid Request tab Small lots for all requested seed varieties and the data that is associated with each lot. Product/Service Code: F009 Product/Service Description: NATURAL RESOURCES/CONSERVATION- SEED COLLECTION/PRODUCTION Requisition No: 0044049946				
00020	Large Lot Seed Increases for multiple seed types from 7 different regions in the western Continued...				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	United States per the Statement of Work. Refer to the Attachment 1 Bid Request tab Large Lots for all requested seed varieties and the data that is associated with each lot. Product/Service Code: F009 Product/Service Description: NATURAL RESOURCES/CONSERVATION- SEED COLLECTION/PRODUCTION Requisition No: 0044049940 For questions regarding this solicitation, contact Diane Barker at 208 387-5544 or email dbarker@ios.doi.gov.				

IMPORTANT UPDATES AND INFORMATION

PLEASE NOTE THE FOLLOWING CLARIFICATIONS AND REMINDERS

IT IS THE CONTRACTOR'S RESPONSIBILITY TO READ THE ENTIRE SOLICITATION

IMPORTANT: Pre-bid meeting has been scheduled for:

Pre-Bid TEAMS meeting is scheduled for:
08/24/26 at 13:00 PM MT

****To receive the TEAMS meeting invite, email both dbarker@ios.doi.gov and rzweng@blm.gov to be added to the meeting by COB on 8/20/26*

Be sure to review the full Statement of Work (SOW) and Bidsheet prior to the meeting and be prepared to ask any questions. We will be reviewing the SOW, Attachment 1 Bidsheet, and required submission documents.

Bid closing date: September 3, 2026, at 1300 MT time

Paperwork due at bid closing: Attachment 1 Bid Offer, filled out and signed Solicitation form and Amendments if required, and Past Performance references NOT associated with this requirement.

Awards released by 09/25/2026

Before submitting a bid, review the complete solicitation package.

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Statement of Work

1. INTRODUCTION AND SCOPE

1.1. The Bureau of Land Management (BLM), National Park Service (NPS), US Fish and Wildlife Service (USFWS), and US Wildland Fire Service (USFWS) have a need for native plant materials for land management rehabilitation, restoration, and reclamation efforts. Common uses for native plant seed include wildfire stabilization and rehabilitation, habitat improvement projects, revegetation of roads, reclamation of mining, orphaned wells, and construction sites, developments and rights-of-way, mitigating erosion and sediment movement into streams, as well as the control and prevention of invasive plant species spread.

1.2. The objective of this contract is to commission seed production of source-identified seed, increasing seed originating from wildland collected seed sources into larger quantities A sub-objective is to expand the network of native seed growers with the capability to grow native seed. Unless otherwise specified, all seed delivered to the Government shall be source identified (SI) certified native seed under the Association of Official Seed Certifying Agencies (AOSCA) Certification program for Pre-Variety Germplasm (PVG) according to the requirements herein. All seed shall be delivered to the BLM National Seed Warehouse system facilities located in Boise, Idaho.

1.3. The solicitation covers 7 regions in the western United States to include Cascades, Colorado Plateau, Great Basin, North Rockies, Northwest Great Plain, Sage Steppe, and Southwest. The solicitation is divided into small lots (0.1 - 1 acre) and large lots (≥ 1 acre) depending on the availability of stock seed and estimated sowing rates. Differences between small and large lots are specified in section 3.2 and 3.3 respectively.

1.4. The contractor shall provide all required resources, including: the acreage, labor, supervision, equipment, tools, materials, applicable irrigation, supplies, facilities, fees, laboratory tests, seed certification, records, and transportation necessary to cultivate and produce cleaned and tested native seed that meets crop and seed contract quality and quantity standards from species listed. This includes contractor responsibility for all field applications; seed crop certification; seed testing fees.

1.5. Government Furnished Stock Seed – The Government will provide SI stock seed to awardees for seed increase to meet target field size, with the seed analysis report for the seed lot, prior to sowing and within 45 days of the release of the award. Stock seed for Generation 0 seed is typically collected as part of the Seeds of Success (SOS) Native Seed Collection Program which provided training, data management, and coordination of seed cleaning and storage to ensure high quality seed collections. The seed analysis report includes:

A. Information about stock seed source location: species, germplasm name, source location by County, Omernik Level III Ecoregion, Seed Transfer Zone, generation, and source identification tags (if applicable).

B. Test results: seed viability, pure seed content, inert content, weed and other crop seed content and percent and year tested in table format. PDFs of test results for TZ, purity*, and Western states noxious weeds will be provided. Government furnished stock seed is the property of the Government, and any unused portion shall be returned to the Government.

*Line items with an asterisk had purity tests conducted at the US Forest Service Bend Seed Extractory or University partner seed cleaning facilities. New tests from an AOSA certified lab can be conducted upon request at the vendor's expense.

1.6. The Seed Production Bid Request Sheet (Attachment 1) identifies species, ecoregion, seed transfer zones, amount and generation of government furnished stock seed, and information from seed test results (noxious weed test for all Western States, purity, TZ, and calculated PLS). Specific differences between bid sheets for small and large lots are detailed in corresponding sections 3.2 and 3.3.

1.7. Payment structures differ between small and large lots with further details in sections 3.2 and 3.3.

1.8. CONFIDENTIALITY: The information about source seed location collection sites is the property of the U.S. government and shall be kept in strict confidence.

1.9. PERFORMANCE PERIOD: The work of this base contract shall be provided from approximately October 1, 2026 through December 15, 2031.

2. SEED GROW OUT

2.1 Sowing and Field Management –

A. All fields shall be enrolled in the state seed certification program for the state with jurisdiction over the field (where applicable) and meet Pre-Variety Germplasm certification requirements and standards in all applicable states. Prior to planting, it is the contractor's responsibility to know the AOSCA and state Seed Certifying Agency standards for Pre-Variety Germplasm, including field history, limits on plant volunteers, crop isolation, and procedures for initiating and completing the seed certification process.

B. The contractor shall perform industry standard agronomic and other field cultivation practices necessary to ensure healthy crops and seed production yields to meet seed orders including, but not limited to, field cultivation, irrigation, sowing seeds, fertilizing fields, any necessary applications, or cultural methods to control and prevent weeds, pathogens, insects, rodents, and harvesting the crop at the proper time.

C. The seed lot and germplasm identity shall be maintained throughout all phases of the contract. The seed lot identity and nomenclature shall not be lost, mixed, or contaminated with other seed from other sources.

D. The contractor shall manage seed increase fields in such conditions so that the species' genetic purity is maintained in accordance with the isolation standards and land history requirements of the applicable certifying state agency with jurisdiction over the field following AOSCA standards. Isolation standards may be checked through field inspections. Fields used for seed propagation and grow out shall meet the isolation and land history requirements of the applicable certifying state agency with jurisdiction over the field following AOSCA standards. Isolation and land history requirements shall be met for all cross-pollinated, self-pollinated, and apomictic species.

E. The contractor is responsible for ensuring proper transplantation of container stock as applicable. If the contractor transplants container stock to the field, either manually or mechanically, it shall occur at the proper time to ensure optimal survival. Standard industry handling and storage practices shall apply to ensure transplant stock does not desiccate or mold before transplanting.

F. Seed production will be limited to no more than two generations above the stock seed provided, unless otherwise agreed upon in writing.

3. Small and Large Lot Specifics

3.1 Overview – Small (< 1 acre) lots and large lots (≥ 1 acre) differ in the size of fields and are determined by the availability of stock seed. Small and Large lots differ in sub-objectives, bid sheets, and payment structure as specified below.

3.2 Small Lots –

A. Specific Objectives – These are pilot seed increases for species and ecoregions where we have small amounts of starter seed. They are good for but not limited to growers with limited acreage or smaller scale operations.

B. Bidding

i. The bid sheet includes all the information listed above regarding stock seed provenance and test results (see section 1.6).

ii. The government will list how much seed is available to establish a field and an estimate of partial acres based on data on sowing rates.

iii. The contractor will bid on how many acres they think can be reasonably established with the starter seed. This may vary from the government's estimate, based on the grower's particular knowledge of these species and growing strategies (i.e. direct sowing vs starting as plugs and transplanting).

iv. The contractor will propose a field fee for the first year (establishment), and a field fee for the following years (2-5) depending on how many harvest years are requested.

C. Small lot payments are broken down into a set fee for each year.

   i. Field Establishment Fee (year 1)- Once a field has been inspected and accepted in accordance with state certifying standards, the contractor will be paid the amount awarded for the contractor's offer for field establishment.

   ii. Maintenance/Harvest Fee (years 2-5) – For each harvest year, contractors will be paid an annual fee once seed is delivered and inspected. The number of harvest years is specified in the bid sheet and can range from 1 year for annual plants and 2 – 4 years for perennial plants.

   iii. Payments are dependent on field inspection forms (year 1) and seed inspection and acceptance (years 2-5).

D. Period of performance and delivery dates:

   i. The performance period for annual species shall be for two years (one field establishment year plus one production year), while the performance period for perennial species shall be three to five years (1 field establishment year and 2-4 production years as specified in the bid sheet).

3.3 Large lots

A. Specific Objective - These are seed increases for species and ecoregions where we have enough seed to establish at least an acre. The aim of these lots is to produce larger quantities of seed at scale for use in post-fire habitat restoration on public lands.

B. Bidding

   i. The bid sheet includes all the information listed above regarding stock seed provenance (see section 1.6).

   ii. The government will list how much seed is available to establish a field and an estimate of partial acres based on data on sowing rates.

   iii. For large lots, vendors can request total quantity of stock seed needed and number of acres needed to reach the target lbs requested. Estimates of seed needed and acreage required based on sowing rates and seed yield are provided by the government but are not prescriptive. Vendors should bid on what they think is necessary to reach the target lbs required.

   iv. The contractor will propose a field fee for the first year (establishment), and per lb price for the number of lbs ordered.

C. Payments for large lot fields are broken down into a field establishment fee the first year and seed purchase upon seed delivery.

i. Field Establishment Fee (year 1) – Once a field has been inspected and accepted in accordance with state certifying standards, the contractor will be paid the amount awarded for the contractor's offer for field establishment.

ii. Seed Purchase – The contractor shall be paid for seed delivered at the offered per pound price pending final acceptance of seed. Payment may be adjusted based on Pure Live Seed (PLS) per specifications in section Inspection and Acceptance 6.1-6.4.

iii. The contractor shall not hold produced seed for an aggregate final delivery. The contractor shall deliver seed as it is produced. Seed that is produced to meet the base seed requirement may be produced over multiple growing seasons (For Example: The awarded seed requirement is for 1,000 pounds (lbs.); the contractor may provide 200 lbs. in year one, 300 lbs. in year two, and 500 lbs. in year three to meet the overall base requested amount).

iv. Payments are dependent on inspection and acceptance.

v. Additional Seed Production – The BLM has the right of first refusal on any additional seed produced from large lots. If the contractor produces seed over the contracted base delivery amount, that seed shall be offered to the Government at the contractor's awarded bid price. The Government's decision to purchase the additional seed is optional and at the sole discretion of the Government based on need and available funds.

D. Period of performance and delivery dates:

i. The period of performance will be 5 years with the expectation that field inspection reports will be available in year 2 if the fields are established by direct sowing, and by year 3 if the fields are established by starting plugs and transplanting to a field. Bulk seed delivery dates will be after the first year of harvest and each subsequent year up until the period of performance is reached or the total lbs awarded is reached.

4. HARVESTED SEED QUALITY STANDARDS AND TESTING

4.1 Seed Quality Standards

a. The contractor is responsible for all costs (including equipment, labor, supplies, etc.) associated with seed crop harvesting, cleaning, debearding, and other necessary seed conditioning. The contractor shall ensure seed ordered under this contract is conditioned to meet standards for pure seed, other crop, inert and weed seed, and to include de-bearding of awns, if necessary. All seed ordered under this contract shall be cleaned so that no stems or debris longer than ¾ inch remain unless stated otherwise in these specifications. Awns removed from seeds shall be cleaned out of the seed.

- Bottlebrush Squirreltail (*Elymus elmoides*): Debearding – seed shall be processed and cleaned so that a minimum of 90% of the individual seeds

have less than 1/8" in length of the awn remaining. The remaining 10% of the seeds shall have awns less than ½" in length.

- Needle and Threadgrass (*Hesperostipa comata*): Debearding – Needle and Thread seed shall be processed, and awns cleaned so that a minimum of 90% of the individual seeds have less than 1/8" in length of the awn remaining. The remaining 10% of the seeds shall have awns less than ¼" in length.

b. All seed supplied must meet or exceed the following seed quality standards:
   - Visual: All seed will be inspected for cleaning requirements.
   - PLS: Seed supplied shall meet PLS requirements within the allowable tolerance.
     Weed seed for all seed types shall be less than 0.15%.
   - Annual Brome limitation: Maximum amount allowed is 200 seeds per pound with no more than two seeds found in the sample. The Government reserves the right to reject seed lots with any "off type *Bromus* seeds including *Bromus tectorum*.
   - *Amaranthus* spp., found in the noxious weed test, or any other purity examination, requires the contractor to complete a DNA test to determine if the species is prohibited or restricted (Palmer's amaranth).
   - Tests that include results for an unspecified species in a genus where only some species are noxious, will either need clarification from the lab that the seed present in the sample is not the prohibited or restricted seed OR we will operate as if the seed is the prohibited or restricted species. For example, if a test says that "*Brassica* spp." Is present, we will need confirmation from the lab that it is not one of the restricted or prohibited Brassica species.
   - 2.00% or less Other Crop for all seed

c. Noxious Weed restrictions:

   - Under the Federal Seed Act, all agricultural seed is subject for testing to comply with the standards of the USDA State Noxious – Weed Requirements and the Association of Official Seed Analysis (AOSA). Official Federal and State lists of noxious weed seeds may be accessed at:
     https://www.ams.usda.gov/sites/default/files/media/StateNoxiousWeedsSeedList.pdf

   - The Government will act in accordance with the noxious weed laws for the States of Arizona, California, Colorado, Idaho, Montana, New Mexico, Nevada, Oregon, Utah, Washington, and Wyoming.

   - All seed must qualify for acceptance by meeting all combinations (prohibited and restricted) for ***noxious weeds for all western states*** listed; otherwise, the entire

lot of seed will be rejected at the government's discretion. Exceptions may be made, at the discretion of the government, for newly listed prohibited and restricted weeds for Arizona. BLM may choose to accept seed from lots that test with newly listed Arizona noxious weeds that are deemed to be common weeds in other listed western states, examples include cheatgrass, kochia, pigweed, and possibly others.

4.2 SEED SAMPLING AND TESTING

Overview: Initial seed testing costs shall be paid for by the Offeror and included in the bid price offered for the item(s). The BLM will sample all seed lots after being delivered to the BLM's delivery location. Costs of sampling seed will be the responsibility of the Government. Samples will be sent to one of the preferred vendor labs. **The costs of the first BLM sampled test will be the responsibility of the vendor and will be authorized using Attachment 3**. Vendor preferred seed testing laboratories will be utilized but only BLM approved seed testing laboratories will be allowed and are limited to Official State Seed Laboratories in Colorado, Idaho, Montana, Oregon, South Dakota, Washington, Wyoming, and Indiana Crop Improvement Association.

A.) The vendor shall provide an Attachment 3 filled out (except sampler, sampling, and lab information) and signed prior to delivery for each seed lot, at each delivery location. The vendor shall send the Attachment 3, shipping documents, and SI collection permit(s) if applicable, to the BLM_ID_Seed_All@blm.gov group email address prior to delivery.

B.) The offeror shall designate two different approved seed labs (Refer to Section C for listing) in the BID schedule (Attachment 1), as their facilities of preference. The government will pull an official AASCO certified seed sample at the government facility upon delivery of the seed lot, and the sample will be sent to one of the two labs listed as preferred by the vendor. **The offeror will be responsible for the payment of the first test.** Additional samples and testing may be conducted at the discretion of the BLM, those samples/tests will be sent to the BLM lab of choice and paid for by the BLM. If a lab is not designated by the offeror on the schedule, the Government will utilize any approved seed testing facility.

C.) Seed test analysis will include purity (inert, other crop, weed seed), TZ, Western States Noxious Weed Exam, and species check for invasive annual brome species. Additional information on the seed test result is needed for all Source Identified (SI) seed. Source Identified (SI) will need the Eco-Region and Provisional Seed Transfer Zone. **"Example"** ***(Snake River Plain 10-15 Deg. 6-12 AI)***.

D.) For replacement or reconditioned seed, the same procedures apply.

4.3 Approved Seed Testing Facilities

a. Approved Facilities include Official State Seed Laboratories in Colorado, Idaho, Montana, Oregon, South Dakota, Washington, Wyoming and Indiana Crop Improvement Lab. Private seed testing laboratories are prohibited for use on this contract.

b. The Contractor shall use an unbiased third-party testing facility, not associated with the contractor, for seed lot testing under this contract. The contractor shall not utilize any testing laboratory associated with the contractor, such as having a financial interest, controlling interest, or associated interests. Use of any laboratories associated with the contractor may pose an actual or potential conflict of interest.

5. PACKAGING, MARKING AND DELIVERY

5.1 Packaging and Marking

a. All seed shall be delivered in 50-pound bags except for:
   - 20- or 25-pound bags: Blue Grama, Sideoats Grama, Galleta Grass,
   - 10-, 25-, or 50-pound bags: all forbs

b. No deviations in bag size will be accepted unless noted above, or as accepted by the COR prior to delivery.

c. All seed bags shall be sound, clean, and made from standard poly or woven sacks of similar strength and characteristics. Burlap bags will not be accepted. Paper bags will only be accepted when containing proprietary varieties of seed that are required to be bagged in bags with special markings. *ANY BAGS RECEIVED, WHICH ARE NOT SOUND WILL, BE REJECTED, AND MUST BE RE-BAGGED* (to the exact pounds/bag specified above) *BY THE CONTRACTOR, OR REPLACED*. Needle and Thread seed shall be double-bagged.

1 The weight of the actual bags shall not be included in the stated weight of the seed delivered.

2 The lot number for all seed shall be marked on the bag (stenciled or marked with indelible ink).

5.2 Analysis Tags

a. The label (the analysis tag) must be attached to each bag of seed and clearly visible when seed is stacked on a pallet. In addition, the SI seed shall have the required certifications tags attached. Incomplete analysis tags may be cause for rejection of seed.

b. Source Identified Seed will include the government assigned germplasm name listed in each line item of the solicitation.

c. Analysis Tag requirements for each contract line item with the following information:
   - Lot Number
   - Name and Address of Shipper
   - Species (Common and Latin), and germplasm ID as assigned by BLM
   - Purity
   - Germination/TZ
   - Crop Seed:
   - Weed Seed:

- Inert:
- Noxious Weed Seed and States Tested for
- Origin Location of seed source/origin: Eco-region and Seed Transfer Zone
- Test Date
- Weight of Bag
- Contract and line item number

d. The cost of the bags, labeling, inspections, and certifications (if required) shall be included in the
bidder's price.

Analysis tags must contain the information and elements required by the governing state agency with jurisdiction over the production field.

5.3 Pallets

a. All seed, unless prior arrangements are made, must be shipped and delivered on pallets in good order and condition to the point of delivery specified in the contract. If the contractor chooses to ship seed not on pallets, the delivery personnel are required to unload the seed, stack on pallets and wrap. All supplies must be provided by contractor. Palletized seed must be delivered in a condition that can be safely unloaded with a forklift. Pallets that are not securely wrapped, tipped over, or excessively leaning or bulging may be rejected and returned to the contractor for repackaging. Seed will only be accepted on a pallet sized 48" X 40" unless prior approval has been made with the receiving warehouse. Seed bags cannot hang over the four sides of the pallet. If using a girdle of cardboard, the pallet must be shrink-wrapped prior to adding the girdle to allow for easy removal of cardboard to verify bag count. A slip-sheet (piece of cardboard the same size of the pallet) shall be placed on top of the pallet before seed bags are stacked on pallet. Seed bags damaged due to improper handling or improper protection from the elements will not be accepted or will be subject to other considerations as determined by the Contract Officer (CO). In the event the Government must restack the seed bags because it was delivered not meeting the specifications, the Government will charge the contractor the actual cost incurred by the Government in performing these services or require the contractor to remedy the issue.

b. Each pallet with seed needs to be clearly marked on the outside of the pallet as to species, lot number(s), contract line item number, and number of pounds of each lot. The list should be clearly visible without unpacking the pallet.

EXAMPLE: In this example, a pallet would have 250 lbs of Showy penstemon and 650 lbs of Idaho Fescue. This information should be clearly marked on the pallet. Each pallet should have a similar sheet with the appropriate information for other line items (also available in attachment 2)

Contract #	Contract Line #	Batch or SSID Reference #	Gemoplasm ID	Common Name	Vendor lot #	Lbs
140L3726C0001	10	SM26-CP-089 5000	SOS Springdale Germplasm	Showy Penstemon	ABC1234	250
140L3726C0001	50	LG26-GB-095-5005	SOS South Rim Germplasm	Ricegrass, Indian	EFG4567	650

c. Where multiple species or lot numbers are included on a pallet, the distinction between lots and/or species must be clearly marked. A slip-sheet will be placed between lots and/or species to clearly separate mixed pallets.

d. If a pallet exceeds 54" in height, another pallet must be inserted before additional seed is stacked for shipping. A slip-sheet will be placed on top of the pallet before additional pallets are double stacked.

5.4 Bill of Lading Shipping Documents

a. To ensure that the correct lot number is being matched to the applicable contract line-item number, the shipping paperwork *MUST INCLUDE*:
   - Contract number
   - Contractor name
   - Contract Line-Item number associated with the seed ordered
   - Contractor assigned lot number
   - BLM assigned germplasm ID
   - Species/ common name and scientific name
   - Quantity and Weight
   - Warehouse delivered to

EXAMPLE: See Attachment 2 for example

b. For every shipment prior to delivery, each contractor must provide the below shown itemized list sent **via email** to blm_id_seed_all@blm.gov for each warehouse delivery. The itemized form is provided as Attachment 2. **Contractor will be required to provide a separate itemized list that corresponds to each truck load if multiple or partial loads are being delivered.**

Required Documentation: Attachment 3 for seed testing, Vendor portion filled out correctly and signed						
Company Name:				**ABC Seed Company**		
Contract #:				**140L372xC00xx**		
Warehouse Delivery location:				**Boise**		
SSID	Contract line #	Germplasm ID (as assigned by BLM)	Seed Type Common Name	**Harvest Year**	Lot #	Pounds
SM26-CP-089 5000	10	SOS-UTE_123	Showy penstemon	2027		
LG26-GB-095 5005	20	SOS-NV1-56	Idaho Fescue	2027		
		*****	Examples**********			

5.5 Delivery Requirements

a. F.O.B. Delivery - All seed delivered as a result of this solicitation must be delivered to the Bureau of Land Management locations as specified in the contract. Seed shall not be unloaded without a Government official present. Offeror's price(s) must include the cost of these delivery requirements. In the event the Government must move the seed because it was delivered and unloaded in the wrong place, the Government will charge the contractor the actual cost incurred by the Government in performing these services. Seed bags damaged due to improper handling or improper protection from the elements will not be accepted.

b. The contractor will be required to make an appointment with the appropriate Government delivery personnel at least two (2) working days prior to delivery to arrange for unloading at the destination. If the seed does not arrive on the scheduled delivery date and the contractor is not communicating with the warehouses about the delay, the contractor may be required to reschedule two (2) working days prior to making a new delivery appointment. Deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday excluding Federal holidays, unless prior approval has been made with the receiving warehouse. The DELIVERIES WILL BE SCHEDULED ON A FIRST COME FIRST SERVE BASIS TO EACH Government Delivery location.

c. When scheduling deliveries with the Warehouses, the contractor must coordinate (physically speak) with the warehouse staff. The Government reserves the right to refuse deliveries that are not scheduled in advance. Consideration, to the Government, for late deliveries will be exercised.

d. **FREEZER STORED SEED REFRIGERATED SHIPPING**Prior harvest sagebrush, winterfat, spiny hopsage, rabbitbrush are required to be shipped via refrigerated shipping at a minimum of March 1st thru October 31st. but may be required outside of that window depending on weather conditions. Consultation with the COR should occur to determine if refrigerated shipping is required beyond October 31. Refrigerated shipping shall keep the seed at 32 degrees F or below. Shipping temperature above 32 degrees F will be subject to termination by the Contracting Officer.

Purchasing Office/Organization	Name/Email	Delivery Address
BOISE REGIONAL SEED WAREHOUSE Project Inspectors	Gina Zweng Primary #986 283-2987 Email: rzweng@blm.gov Backup Email: BLM_ID_Seed_All@blm.gov	Boise Liberty Warehouse 2752 S Liberty St., BOISE, ID 83709

6. INSPECTION AND ACCEPTANCE

The seed delivered under the contract shall be subject to such inspection and tests as may be determined by the Contracting Officer or Contracting Officer Representative to be necessary to ascertain conformance with the specifications stated herein. Acceptance of, or the waiving of the inspection and tests of any seed will in no way relieve the contractor of the responsibility for furnishing seed meeting the requirements of the contract.

6.1 Inspection

a. The state Seed Certifying Agency shall inspect all fields to certify acceptance of proper field management at contractor expense.

b. The contractor may apply for re-inspection on a field that failed to meet the minimum standards. The contractor shall apply and have the cause for rejection corrected before the deadline specified on the inspection report by the Seed Certifying Agency. There will be only one re-inspection per field. The contractor shall pay any Seed Certifying Agency fees for re- inspections.

The Government reserves the right to conduct site inspections of fields prior to and during production by the COR and/or other BLM designated PI for:

- confirmation the agreed upon native species are being grown

- documenting the health/reproduction potential of the crops
- documenting all non-native or non-target species in the fields and their associated cover.

c. The COR and/or BLM designated PI shall have experience identifying the native species being grown and any non-native species that could occur in the fields. Every reasonable effort must be made to control volunteer plants (arising from seed or vegetative remnants). The Contractor shall identify all non-target species growing in the fields and provide this information to the BLM.

d. Field Condition Updates

Deliverable	Due Date	Provide to
Progress Update (yield, condition, problems, actions to address problems)	Every Six Months after Field Establishment	Contracting Officer and COR
Four Photos Per Field	Every Six Months after Field Establishment	Contracting Officer and COR

6.2 Acceptance and Payment

a. Acceptance of work will be determined by the contractor's compliance with terms, specifications, and performance standards including those provided by the State Seed Certifying agency.

b. Final acceptance will be deemed to occur only after the COR has received a copy of all the following at the specified delivery location:
   - Seed Analysis Request Form (Attachment 3)
   - Favorable seed test and visual inspection (see section 3.2 and 3.3 for testing requirements)
   - Physical seed of the same favorable seed test lot

c. Final acceptance of all seed to be delivered under this contract shall be the responsibility of the Contracting Officer. Quality of the deliverables is subject to verification by the Contracting Officer's Representative (COR) with final payment to be withheld pending completion of any necessary rework by the contractor.

d. Where more than one lot of seed is furnished under a single schedule item in the contract, payments will be made based on all test results combined for the contract line. Seed from individual lots not meeting the minimum requirements set forth in the Schedule will be subject to deductions or rejection, as hereinafter provided.

e. The decision to accept or reject seed is the responsibility of the Ordering Contracting Officer in accordance with the terms and conditions of this contract. Any disputes shall be referred to the Contracting Officer or Ombudsman.

   THE BLM IS NOT OBLIGATED TO ACCEPT ANY SEED LOT THAT FALLS BELOW STATED TOLERANCE POINTS IN THE ALLOWABLE TOLERANCE POINTS TABLE.

f. If a lot establishment fails to produce a harvestable crop or the harvested pounds are minimal, the contractor will be required to document the farming conditions (weather and physical), methods used, applications applied, etc that will be provided to the Government prior to contract close out to be used as data for future requests.

6.3 Testing Standards

Each seed lot shall be purchased based on a laboratory report of analysis on which the testing for purity, viability, and noxious weeds content was conducted in accordance with the most current version of the AOSA Rules for Testing Seeds, when such rules exist for that species.

A) DETERMINING PLS

For the purpose of determining the percentage of pure live seed for the acceptance of seed (% PLS) the following formula shall be used:

$$\frac{(\%\ \text{Purity}) \times (\%\ \text{TZ})}{100} = \%\ \text{PLS}$$

6.4 Seed Test Discrepancies and Tolerance

Table 1- Allowable Tolerance Points

ALLOWABLE TOLERANCE POINTS TABLE		
PLS Offered (%)	Tolerance Percentage points	Test variance percentage Points allowed to determine if test is erroneous
80-100	7.00	15.00
60.00-79.99	6.00	13.00
40.00-59.99	5.00	11.00
20.00-39.99	4.00	9.00
0-19.99	3.00	7.00

a. If the tested Pure Live Seed (PLS) of the first test is less than the offered PLS and below the acceptable tolerance points in Table 1- Allowable Tolerance Points (and all other quantity standards have been met) the Government at its option may:

- Elect to reject the seed and require the contractor to recondition

- If seed does not meet contract specifications the seed may be rejected and the contract line item may be terminated for cause, or,
- Elect to purchase the seed at a price reduction without a second test. Payment at a reduced unit price shall be the full compensation due and payable to the contractor for seed accepted under this condition. Payment will be computed using the following formula, or,

$$\text{Reduced Unit Price} = \frac{\text{Tested \% PLS}}{\text{Offered \% PLS}} \times \text{Offered Unit Price}$$

- Elect to retest the purity and germination of the seed and an average of the two tests will be used to determine acceptance, price reduction, or rejection.

b. Erroneous tests: At the discretion of the Government, if the first two test(s) vary by more than the percentage points in Table 1, a third test may be requested by the vendor and approved by the CO. The Government will pull the sample, choose the lab, and ship sample for testing. The two tests with the closest results will be averaged for the purpose of final acceptance or rejection as well as for payment. The party requesting the third test is responsible for the costs of the test.

6.5 Rejected Seed

a. If seed delivered under the contract is rejected, and reconditioning is required, the contractor must promptly pick up the seed and recondition seed before the end of the contract period of performance or no longer than 24 days after notification of the rejection. The contractor shall also remove or cause the rejected seed to be removed within ten (10) calendar days. If the rejected lot is removed and reconditioned, A NEW LOT NUMBER MUST BE ASSIGNED to that seed by the contractor by adding a -1 or -R behind the original lot number. If this lot was certified the contractor shall have that lot re-certified by the appropriate state agency. All freight and drayage charges in connection with seed that is rejected shall be borne by the contractor.

b. If the rejected seed is not removed from the BLM facilities or other delivery points within ten
(10) calendar days from the date of receipt of notice rejection, the BLM may elect to charge the contractor storage costs and/or may arrange for the seed to be shipped to the contractor at their expense. If storage costs are charged, they will be based on commercial rates for the area involved and will be deducted from payments otherwise due the contractor, for each day exceeding 10 days until the seed is removed.

7 RECORDS

7.2 As per the Federal Seed Act Sec. 3 (2009) found at https://www.ams.usda.gov/rules- regulations/fsa, the contractor shall provide requisite information and appropriate documentation, i.e. lot numbers, receiving records , variety and origin, growers declaration, conditioning/blending records, sales and shipping disposition records, labeling records, file samples, record check list.

7.3 The seed lot and germplasm identity shall be maintained throughout all phases of the contract. The seed lot identity and nomenclature shall not be lost, mixed, or contaminated with other seed from other sources such as from other Provisional or Empirical Seed Transfer Zones (https://www.fs.usda.gov/wwetac/threat-map/TRMSeedZoneMapper.php)

8. DEFINITIONS

Annual Brome is any ANNUAL BROME SPECIES OF SEED which has characteristics that are non-native, invasive and weedy which include the following varieties *Bromus secalinus*, *Bromus tectorum*, *Bromus rubens*, and *Bromus japonicas*, however the list may not be all inclusive

Association of Official Seed Analysts, Inc. (AOSA) – is an organization of official state, federal, and university seed laboratories in the United States and Canada with the purpose of establishing Rules for Testing Seeds, achieving standardization among analysts and laboratories. (http://www.aosaseed.com).

Association of Official Seed Certifying Agencies (AOSCA) – Is an international organization that develops certification requirements and standards that accommodate plant germplasm (whether newly acquired accessions or named varieties) of native grasses, forbs, and woody plants. These certification procedures provide third-party verification of source, genetic identity, and genetic purity of wildland collected or field or nursery grown plant germplasm materials. (http://www.aosca.org)

Container Production – Is a technique of sowing seed, germinating, and growing plants in cells or containers prior to transplanting into the field, usually in a controlled environment. The steps usually ensure increased levels of seed germination, plant growth and survival in the field.

Container production and transplant costs - is the vendor cost of container production in a greenhouse or shade house and the cost of transplanting the material to a field to meet the order. This cost is separate from the field maintenance costs and is usually a one-time cost.

Contracting Officer (CO) - an individual with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the contracting officer acting within the limits of their authority as
delegated by the contracting officer.

Contracting Officer's Representative (COR) - an individual designated and authorized in writing by the Contracting Officer to perform specific technical or administrative functions.

F.O.B: (freight on board) destination

Generation 0 (G0): Seed from the original wildland collection site or a germplasm which has gone through genetic manipulation and is now defined as a new G0 manipulated germplasm.

Generation 1 (G1) – the first-generation seed produced after wild collection. G0 is wild collected seed; G1 is the seed produced from G0 plants, G2 is 2nd generation of seed, and so forth.

Generation 2 (G2): Fields planted from G1 seed or plants.

Generation 3 (G3): Harvested from fields planted with G2 plants or seed.

Germplasm Identification Term - an identifying term officially recognized by AOSCA that identifies a specified germplasm in accordance with AOSCA rules for "Nomenclature and Labelling for Plant Germplasm Types", (https://seedcert.oregonstate.edu/). For example, the following could serve as a Germplasm ID: FWS0800-55 or DUT020-11

Isolation Distance - for stands of source-identified germplasm, an isolation distance is used to prevent another genetic strain of the species or other cross-pollinating species from breeding with the target germplasm. All cross-pollinated and self-pollinated grass seed lots shall be separated by the isolation standards required by the applicable state.

International Seed Testing Association (ISTA) – is an international organization that develops unbiased and uniform seed testing methods and standards (https://www.seedtest.org/en/home.html). ISTA are accredited seed laboratories that meet uniform seed testing standards through the Accreditation, Proficiency Test and Auditing Programs. (https://www.seedtest.org/en/memberlaboratories.html).

Large Lots – is a field of one acre or more in size of a single species and unique germplasm.

Minimum Seed Lot Standards – are the minimum standards for viability, purity, moisture, other crop seed, weed seed and Pure Live Seed (PLS) for each seed lot of a species.

Native Grass and Forb Seed Accession – Is a collection of seed that represents a species germplasm from a specific area within the project area and a unique seed collection with a single identity and nomenclature.

Noxious Weeds (Federal and State) - is a combined list of prohibited or restricted weeds that occur on any of the federal or state noxious weed lists, in accordance with the Federal

Noxious Weed Act of 1974, as amended (7 U.S.C. 2801 et seq.) and the Plant Protection Act (Pub.L. 106–224) in 2000, the Federal Seed Act 7 USC 1551-1611, and the individual States' Department of Agriculture seed laws and state prohibited and restricted noxious weed control and quarantine lists. Each State maintains official noxious weed lists for seed control and for quarantine of noxious weeds. The lists may be combined. The USDA Plants Database (https://plants.usda.gov/) provides federal and state noxious weed lists. However, the most current state noxious weed list is posted at the individual
States' Department of Agriculture web site.

ORIGIN (Definition according to the Federal Seed Act): The State, District of Columbia, Puerto Rico, or possession of the United States, or the foreign country, or designated portion thereof, where the seed was grown (Federal Seed Act).

Production costs and Maintenance - are the costs of production and field maintenance to meet the pounds ordered which could be one year or multiple years.

Project Inspector (PI) – is a designated subject matter individual working directly with the Contracting Officer's Representative. They have no authority to change the terms and conditions of the order or inspect/accept material.

Pre-Variety Germplasm (PVG) – is an AOSCA certification program for plant reproductive material development based upon verification of species and source to facilitate orderly procurement, production, and distribution of plant germplasm materials. Germplasm types include: (1) Source Identified Type (unevaluated germplasm identified only as to species and location of the wild growing parents); (2) Selected Type (germplasm showing promise of desirable traits, having been selected either within or as a common site comparison among accessions or populations of the same species); (3) Tested Type (germplasm for which progeny testing has proven desirable traits to be heritable); finally (4) Variety/Cultivar release if eligibility requirements are satisfied. AOSCA certification standards for PVG materials are available at: https://aosca.org/programs- services/pre-variety-germplasm/ NOTE: Since all seed lots under this contract are Source Identified germplasm they are thus unrestricted natural accessions.

Pure Live Seed (PLS) – is the percent by weight of viable seed in a seed lot determined after germination and/or Tetrazolium (TZ) tests and purity analysis at a certified lab. The following formula shall be used to calculate the PLS percentage:

(% Purity) x (% Germination (TZ)) = % PLS

Reconditioning - is to re-clean the existing Lot to meet BLM standards. When the vendor re-cleans the seed, the vendor is responsible for obtaining the new certified tags showing that the re-cleaning has occurred.

Seed Analysis Report – is an official seed quality report issued by the state certified seed-testing laboratory for a seed lot. The standard Purity, Germination, TZ report includes

seed viability and seed purity, including an all states noxious weed exam. A Crop & Weed Report includes a list of all seed contaminants found in a bulk exam for the crop.

Seed Certifying Agency – is a state sanctioned service that develops standards and procedures for certifying crop seed in accordance with AOSCA guidelines. If a state certifying agency does not have a program for Pre-Variety Germplasm certification, seed grown under this contract shall meet AOSCA Pre-Variety Germplasm certification requirements and standards.

Seed Conditioning - is a process where cleaning and de-bearding seed by different methods to remove debris, straw material, weed and other undesirable seed and disease organisms (e.g. ergot, smut) and other contaminants.

Seed Quality Standards– are standards established for seed quality of each species that include 1) seed viability minimums, 2) inert matter maximums, 3) Pure Live Seed (PLS), (PLS) minimums, 4) other crop seed maximums, 5) weed seed maximums, 6) all-states noxious weed seeds, 7) prohibited and restricted weed seeds by individual states. Federal and State prohibited and restricted weed lists can be found at https://plants.usda.gov/.

Seed Viability – is the amount of live seed, including dormant seed as determined from a germination test or TZ test, whichever is greater. Either test result is acceptable.

Small Lots – is a field of less than one acre in size of a single species and unique germplasm, small lots could be 10 ft. in a row, a tenth acre plot, or 0.99 acres. These small lots are often used to make an initial G1 increase.

Source Identified (SI) Class – is the first step of the Pre-Variety Germplasm natural track. Unevaluated germplasm identified only to species with the location of the wild growing parents. Germplasm from a wildland stand with unrestricted representation of the intact wildland plant population on the original site. Genetic manipulation must be purposefully avoided when such accessions are increased in field or nursery production. NOTE: All seed lots under this contract shall be Source Identified Germplasm.

Transplant – is manually or mechanically planting container-grown plants in the field. It's a technique used for certain crops to improve the likelihood of survival and the rate of growth during plant development or to shorten the period until seed production.

F. Deliveries and/or Performance:

52.242-15 Stop-Work Order. (AUG 1989)

52.242-17 Government Delay of Work. (APR 1984)

52.247-34 F.o.b. Destination. (JAN 1991)

(a) The term *f.o.b. destination,* as used in this clause, means -

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) or the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarder for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall -

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

F.O.B. DELIVERY REQUIREMENTS

All seed delivered as a result of this solicitation must be delivered to the Bureau of Land Management locations as specified in Deliveries or Performance section. Seed shall not be unloaded without a Government official present. Offeror's price(s) must include the cost of these delivery requirements.
In the event the Government must move the seed because it was delivered and unloaded in the wrong place, the Government will charge the Contractor the actual cost incurred by the Government in performing these services. Seed bags damaged due to improper handling or improper protection from the elements will not be accepted. NOTE: Considerations to Government on late, first or second deliveries will be determined by the Contracting Officer.

The offeror agrees to hold the prices in its offer firm for 60 ***days from the solicitation closing date*** unless another time is specified in an addendum to the solicitation.

The Period of Performance dates or specific periods listed in the table above are based on the assumption that the Government will make **awards by September 25, 2026**. Government personnel will provide Government Furnished seed within 30 days of the award date. Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the contract is actually awarded. Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term *working day* excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered non-responsive and rejected.

(End of clause)

SIMULTANEOUS PERFORMANCE
If a Contractor receives award of more than one contract, simultaneous performance will be required. All work must be completed within the timeframe allowed for each contract.

G. CONTRACT ADMINISTRATION DATA

1.) PROCUREMENT OFFICE REPRESENTATIVE

The Procurement Office Representative for this requirement is:

Diane Barker
Dept of the Interior- US Office of Wildland Fire Service
3833 S. Development Avenue, Boise ID 83705
Telephone 208 387-5544
Email address: dbarker@ios.doi.gov

The Contracting Officer Rep (COR) information:

Contracting Officer's Representative	Primary COR Regina Zweng Regina Zweng@blm.gov Phone: 986 283-2987	Mailing Address Only Idaho State Office BLM 1387 S. Vinnell Way Boise, ID 83709

2.) AUTHORITIES AND DELEGATIONS SEP 2011

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries.

The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;

(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the Contractor's right to proceed;

(5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum.

The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

3.) DESIGNATED GOVERNMENT OFFICE FOR SUBMITTING INVOICES

Invoices shall not be submitted to IPP for payment until AFTER seed tests are received and seed is identified as accepted. You must wait to be notified by the COR prior to submitting an invoice for payment.

A draft invoice MAY be submitted to the receiving COR after seed delivery to check for accuracy and to assist in communication and coordination of seed test results. The draft invoices shall reflect the actual offered price of each seed line item as reflected. Price reductions due to low PLS or late delivery will need to be reflected on final invoices submitted to IPP.

The COR will notify contractor when seed test is final and accepted so vendor can submit IPP invoice. Correct Invoice must be attached to IPP submission. If IPP ENTRY IS INCORRECT OR INVOICE IS NOT ATTACHED, COR WILL REJECT THE IPP ENTRY. REJECTION WILL BE CAUSE FOR PAYMENT DELAY AND WILL REQUIRE RE-SUBMITTAL INTO IPP.

DO NOT SEND FINAL INVOICES TO THE CONTRACTING OFFICER. YOUR PAYMENT MAY BE DELAYED IF YOU DO NOT FOLLOW THESE INSTRUCTIONS.

The Contract Officer Representative (COR) will email the contractor once seed items have been approved by the Government. The contractor will then complete one ***consolidated itemized*** invoice for multiple awarded line items that have been approved for IPP entry.

Contractor shall invoice timely for approved lines. The Government is unable to utilize seed until it has been accepted and paid for. Any un-invoiced line items will prevent the Government from issuing the seed out to projects to be mixed causing delays or cancelation of seeding projects. Failure to invoice timely could result in a poor performance rating in CPARS.

A proper invoice has the following required information:

1) Vendor's name
2) Invoice date
3) Invoice number
4) Name of Office/Organization that purchased the seed (NOT seed delivery location) BLM-National Seed Program
5) Contract Award Number (140L3726C00XX)
6) Award Line Item Number (line # from contract award document)
7) Spread Sheet ID number (SSID)
8) Description (including, for example, seed species/variety, lot #, price, and quantity of goods rendered in bulk pounds).
9) Contact name (where practicable), title, and telephone number.

10) Other substantiating documentation, if required by the order.

CONTRACTOR WILL COMPLETE A CONSOLIDATED INVOICE FOR MULTIPLE AWARDED LINE ITEMS FOR ALL APPROVED ITEMS FOR IPP ENTRY.

52.232-1 Payments. (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if -

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least $1,000 or 50 percent of the total contract price.

(End of clause)

5 ADDITIONAL SEED PAYMENT INFORMATION

1. Payment will be made in accordance with “ACCEPTANCE AND PAYMENT" for seed accepted by the Government after completion of all required tests for visual inspections, PLS, noxious weeds, % weed and other crop seed.
2. Partial payments made under this contract(s) shall in no way relieve the Contractor of the responsibility to replace any seed which is finally rejected as unsatisfactory. If a lot of seed is finally rejected and the Contractor fails or refuses to replace the rejected seed within the period of time specified, the Government shall have the right to obtain the seed from other source or sources, and charge any excess costs incurred to the Contractor's account.

For prompt pay purposes, date of acceptance shall be 1) the date of the final test result or the date of receipt by the Government warehouse for the final test result 2) the date of the receipt by the NOC of the invoice or 3) the date of the receipt of the seed by the Government warehouse - whichever is later.

6 DOI ELECTRONIC INVOICING Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (April 2013)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

'Payment request' means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: https://www.ipp.gov.

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

(A) Copy of company generated invoice (must be a proper invoice).

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

(End of Local Clause)

7 NOTICE TO CONTRACTORS - CPARS (DEC 2015) Notice to Contractors - CPARS (DEC 2015

NOTICE TO CONTRACTORS

Contractor Performance Assessment Reporting System (December 2015)

1) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

2) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

3) We request that you furnish the Contracting Officer (CO) with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official (AO). Information in the report must be protected as source selection sensitive information not releasable to the public.

4) When your Contractor Representative(s) are registered in CPARS, they will receive an automatically generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at https://www.cpars.gov/.

5) Within 60 days after the end of a performance period, the AO will complete an interim or final past performance evaluation, and the report will be accessible at https://www.cpars.gov/.

a) Contractor Representatives may then provide comments in response to the 6.evaluation, or return the evaluation without comment.

b) Your comments should focus on objective facts in the AO's narrative and should a)provide your views on the causes and ramifications of the assessed performance.

c) All information provided should be reviewed for accuracy prior to submission.

d) If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in the space provided, and then selecting "Accept the Ratings and Close the Evaluation".

e) Your response is due within 60 calendar days after receipt of the CPAR. On day 15, the evaluation will become available in PPIRS-RC marked as "Pending" with or without comments and whether or not it has been closed.

f) If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment."

6) The following guidelines apply concerning your use of the past performance evaluation:

a) Protect the evaluation as source selection information. After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the CO for instructions.

b) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

c) Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.

7) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the CO no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.

8) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

(End of notice)

H - SPECIAL CONTRACT REQUIREMENTS

POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST - AVOIDING, NEUTRALIZING, MITIGATING

Contractor shall disclose potential organizational conflicts of interest at the time it makes its offer for this Contract.

Contractor shall familiarize itself with Federal Acquisition Regulation (FAR), Subpart 9.5 – Organizational and Consultant Conflicts of Interest. As part of its offer, Contractor will submit its potential conflicts of interest as to contractual matters, business matters, property matters, and political matters.

Upon identification of such a conflict by the parties, either at the acquisition level of awarding a contract, the Government will follow the procedures in FAR 9.506. The Government will award a contract in a manner that will avoid, neutralize, or mitigate potential organizational conflicts of interest.

The Government will make the final determination as to whether an organizational conflict of interest is of such significance that the best business decision on behalf of the Government and the taxpayer is to exclude a Contractor from performing services for this Contract.

The Government decisions as to potential organizational conflicts will be made in order to prevent the existence of conflicting roles that might bias a contractor's judgment and to prevent unfair competitive advantage.

The Government determinations as to conflicts of interest shall be final and are not subject to the "Disputes" clause.

I - CONTRACT CLAUSES

This requirement is considered a service requirement that falls under the Service Contract Act (SCA). Farming occupations are not specifically identified in the SCA so offerors are required to follow the Fair Labor Standards Act (FLSA). The FLSA establishes minimum wage, overtime pay, recordkeeping, and youth employment standards affecting employees in the private sector. The federal minimum wage is $7.25 per hour effective July 24, 2009. Many states also have minimum wage laws. In cases where an employee is subject to both state and federal minimum wage laws, the employee is entitled to the higher minimum wage. For full details, see the Dept of Labor website under Wage and Hour Division at www.dol.gov/agencies/whd.

52.252-6 Authorized Deviations in Clauses.

As prescribed in 52.107(f), insert the following clause in solicitations and contracts that include any FAR or supplemental clause with an authorized deviation. Whenever any FAR or supplemental clause is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the clause when it is used without deviation, include regulation name for any supplemental clause, except that the contracting officer shall insert "(DEVIATION)" after the date of the clause.

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.

(End of clause)

52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.Acquisition.gov/FAR

(End of clause)

52.202-1 Definitions. (JUN 2020)

52.203-3 Gratuities. (APR 1984)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (JUN 2020)

52.203-17 Contractor Employee Whistleblower Rights. (NOV 2023)

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements

52.204-7 System for Award Management. (Deviation March 2026)

52.204-13 System for Award Management Maintenance. (Deviation March 2026)

52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation March 2026)

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Deviation Date MAY 2026)

52.209-10 Prohibition on Contracting With Inverted Domestic Corporations (Deviation 204-9 MAY 2026)

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

52.212-4 Contract Terms and Conditions - Commercial Products and Commercial Services. (Deviation March 2026)

52.219-8 Utilization of Small Business Concerns. ((Deviation March 2026)**)**

52.219-9 Small Business Subcontracting Plan (Deviation March 2026)

52.219-14 Limitations on Subcontracting (Deviation March 2026)

52.219-28 Postaward Small Business Program Rerepresentation. (Deviation March 2026)

52.222-3 Convict Labor. (Deviation MAY 2026)

52.222-19 Child Labor - Cooperation with Authorities and Remedies. (DEVIATION MAY 2026)

52.222-35 Equal Opportunity for Veterans (Deviation MAY 2026)

52.222-36 Equal Opportunity for Workers with Disabilities (Deviation MAY 2026)

52.222-37 Employment Reports on Veterans (Deviation MAY 2026)

52.222-50 Combating Trafficking in Persons. (OCT 2025) (DEVIATION FEB 2025)

52.223-23, Sustainable Products and Services (DEVIATION MAY 2026))

52.226-7 Drug-Free Workplace (May 2024)

52.226-8 Encouraging Contractor Policies To Ban Text Messaging While Driving. (MAY 2024)

52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (OCT 2018)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (MAR 2023)

52.233-1 Disputes. (MAY 2014)

52.233-3 Protest After Award. (AUG 1996)

52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)

52.240-91 Security Prohibitions and Exclusions. (Deviation MAR 2026)

52.243-1 Changes-Fixed-Price. (AUG 1987) (Deviation OCT 2025)

52.244-6 Subcontracts for Commercial Products and Commercial Services. (OCT 2025) (Deviation Date MAY 2026)

52.245-1 Government Property (Sep2021)

52.217-6 Option for Increased Quantity. (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of harvest notification . Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

52.222-90 Addressing DEI Discrimination by Federal Contractors. (DEVIATION MAY 2026)

Addressing DEI Discrimination by Federal Contractors

(a) *Definitions*. As used in this clause—
Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.
Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program
(b) In connection with the performance of work under this contract, the Contractor agrees as follows:
(1) The Contractor will not engage in any racially discriminatory DEI activities;
(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;
(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;
(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and
(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.
(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).
including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.
(End of clause)

J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Attachment Number	Title	Date
1	Bid Sheet / Awarded Lines	
2	Itemized Delivery Sheet	
3	Seed Analysis Request Form	

K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

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): www.acquisitions/FAR

(End of provision)

52.252-5 Authorized Deviations in Provisions.

As prescribed in 52.107(e), insert the following provision in solicitations that include any FAR or supplemental provision with an authorized deviation. Whenever any FAR or supplemental provision is used with an authorized

deviation, the contracting officer shall identify it by the same number, title, and date assigned to the provision when it is used without deviation, include regulation name for any supplemental provision, except that the contracting officer shall insert "(DEVIATION)" after the date of the provision.

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.

(End of provision)

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

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.

52.209-2 Prohibition on Contracting With Inverted Domestic Corporations-Representation. (NOV 2015)

52.209-5 Certification Regarding Responsibility Matters (Deviation Date MAY 2026)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are □ are not □ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have □ have not □, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are □ are not □ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have □, have not □, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:

(1) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if a pending administrative or judicial challenge

remains. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(2) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) The Offeror has □ has not □, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (DEVIATION DATE MAY 2026)

(a) *Definitions*. As used in this provision—

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror □ has □ does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in–

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is ___ is not ___ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is ___ is not ___ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.233-2 Service of Protest.

Service of Protest (Deviation Date MAR 2026)

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

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

(End of provision)

52.240-90 Security Prohibitions and Exclusions Representations and Certifications. (Deviation MAR 2026)

L. Instructions, Conditions, and Notice to Offerors

Addendum to FAR 52.215-1 – Instructions to Offerors – Commercial items.

L.1 NOTICES TO OFFERORS

52.216-1 Type of Contract

The Government contemplates award of multiple firm fixed price contracts resulting from this solicitation. Offerors do not have to bid on all line items to be considered for award. Offerors may bid on one line or multiple lines. Simultaneous performance will be required for any offers that are selected by the Government.

This requirement is considered a service requirement that falls under the Service Contract Act (SCA). Farming occupations are not specifically identified in the SCA so offerors are required to follow the Fair Labor Standards Act (FLSA). The FLSA establishes minimum wage, overtime pay, recordkeeping, and youth employment standards affecting employees in the private sector. The federal minimum wage is $7.25 per hour effective July 24, 2009. Many states also have minimum wage laws. In cases where an employee is subject to both state and federal minimum wage laws, the employee is entitled to the higher minimum wage. For full details, see the Dept of Labor website under Wage and Hour Division at www.dol.gov/agencies/whd.

The Government intends to evaluate proposals and award contracts without negotiations with offerors (except clarifications as described in FAR 15.202(b)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct negotiations if the Contracting Officer later determines them to be necessary.

A written award or acceptance of proposal mailed or otherwise furnished to the successful offerors within the time specified in the proposal shall result in a binding contract without further action by either party.

(a) This is a Request for Proposal and therefore, no public opening will be held. The results will not be made public prior to award.
(b) Proposal submitted in response to this Request for Proposal will not be returned but will be retained by the Bureau of Land Management for official record purposes.
(c) This Request for Proposal does not commit the Government to pay any costs incurred in the preparation or the submission of this proposal, or to make any award.

L.2 PRE-BID TEAMS MEETING

The Pre-bid meeting is not mandatory but should be very helpful in the bidding process and should be attended if possible.

An organized Pre-bid Teams meeting has been scheduled for --

Date:	8/24/26
Time:	1300 PM MT time
Meeting Place:	TEAMS Meeting
Meeting Invite:	****You will need to request an invite to the TEAMS meeting Email dbarker@ios.doi.gov & rzweng@blm.gov to request invite by 8/20

Special Instructions: We will be going through the Solicitation, and Attachment 1 Bidsheet,

L.3 **QUESTIONS** pertaining to this solicitation may be sent to the Contracting Officer via email to dbarker@ios.doi.gov by 12 noon on 8/26.

L.4 SUBMISSION OF PROPOSALS

Offerors are required to provide the following items as part of a complete proposal package. Offerors that: submit an incomplete package may be found unresponsive and may not be considered for further evaluation.

(a) If you wish to submit a proposal, it is necessary to complete and return:

1. SF1449, Request for Proposal-filled out, signed, and complete form submitted
2. Solicitation Amendments-signed
3. Attachment 1 - Bid Schedule
   Each bidder shall complete the bid schedule for the individual line items that they wish to supply. Offerors are **NOT** required to bid all line items to be considered for award. Offerors shall provide all information as indicated on the bid schedule.

4. Evaluation criteria response for Technical, Past Experience, and Past Performance per the information in Section M.

(b) To expedite the handling of your proposal, please check the following items:

❏ Is the Attachment 1 filled out
❏ Have you read Section L, Instructions, Conditions and Notices to Offerors?
❏ Have you read Section M, Evaluation Factor for Award?
❏ Have you completed form SF-1449 and signed your proposal and signed and acknowledged any amendments?

(c) <u>OFFERS ARE DUE ON September 3, 2026, AT 1300 local MT</u>

Bid offers shall be named and submitted in the following procedures.

a. Name your Attachment 1 - Seed price schedule as follows: yourcompanynameBIDSheet.xls.

b. Past Performance References listed on a separate document named yourcompanyname_ PPR.

c. Technical evaluation response listed in separate document named yourcompanyname_Technical

d. Complete SF 1449 with block 17 (company name, address, phone number, email address, and company DUNS#) and block 30 completed (signed and dated by your company). Scanned together as 1 document and named yourcompanyname_required docs

Submission of Proposal

Solicitation Point of Contact: The only authorized point of contact for this acquisition is the Contracting. Send questions and quotes to:

Contracting Officer:
Diane Barker
Dept of the Interior
US Wildland Fire Service/NIFC
3833 S Development Ave
Boise, ID 83705-5354
Phone: 208 387-5544
Email: dbarker@ios.doi.gov

Preferrable method is to email the bid submission to the Contraction Officer at dbarker@ios.doi.gov. The subject line must have the solicitation # 140L3726R0009 and the company name.

OPTION 2: Non-preferred method is to submit your bid documents via a flash drive (USB drive) containing all required documents listed above sent either by FEDEX or mail to the above listed address.

52.215-1 Instructions to Offerors-Competitive Acquisition.

(a) *Definitions*. As used in this provision-

In writing, *writing*, or *written* means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the request for proposal closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to material elements of a proposal made after the request for proposal closing date, at the request of or as allowed by a Contracting Officer, as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to requests for proposals*. If this request for proposal (RFP) is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this RFP by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) (i) Proposals and modifications to proposals shall be—

(A) Submitted using the method and the format specified in the RFP;

(B) Addressed to the office specified in the RFP; and

(C) Showing the time and date specified for receipt, the RFP number, and the name and address of the offeror.

(ii) Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i)(B) and (C) of this provision.

(2) The first page of the proposal must show—

(i) The RFP number;

(ii) The name, address, and telephone number of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the RFP and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone number (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this RFP; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the RFP by the time specified in the RFP. If no time is specified in the RFP, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification, or revision received at the Government office designated in the RFP after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(1) If it was transmitted through an electronic commerce method authorized by the RFP, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the RFP, and urgent Government requirements preclude amendment of the RFP, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the RFP on the first workday on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral RFPs may be withdrawn orally. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the RFP, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this RFP in English, unless otherwise permitted by the RFP, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the RFP.

(6) Offerors may submit modifications to their proposals at any time before the RFP closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date*. Proposals in response to this RFP will be valid for the number of days specified on the RFP cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data*. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend:

Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of, or in connection with, the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this RFP to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the RFP.

(2) The Government may reject any or all proposals if such action is in the Government’s interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without negotiations with offerors (except clarifications as described in FAR 15.202(b)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct negotiations if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly evaluated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government’s best interest to do so.

(7) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the

application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(8) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(9) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(10) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weaknesses or deficiencies in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the RFP, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.207-6 Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures. (Multiple-Award Contracts) (AUG 2024)

52.203-2 Certificate of Independent Price Determination. (APR 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above [*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization*];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

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

52.209-2 Prohibition on Contracting With Inverted Domestic Corporations-Representation. (NOV 2015)

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.

M - EVALUATION FACTORS FOR AWARD

52.212-2 Evaluation—Commercial Products and Commercial Services. (Mar 2026)

(a) Evaluation factors. The Government will award multiple contracts resulting from this solicitation to the responsible Offerors 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:

The offerors will be evaluated on a Trade-Off Evaluation process based upon the following specifications:

1.) Technical

Evaluation Factor 1. Technical Capability and Approach

A. Describe your company's sowing plan to include at a minimum the following items:

Location of growing site (Co, State, and elevation),
Initial sowing approach,
Weed management.

Evaluation Factor 2. Experience

A. Describe prior experience with specific varieties or similar varieties

B. Past Performance and Experience Information

1. Each bidder shall provide experience information for relevant projects within the last four (4) years. For each relevant project, Offerors shall identify the following:

A. Customer Contact Information
B. Contract Number/Contract Title
C. Delivery Schedule/Period of Performance
D. Description of the Work Performed (including dollar value)
E. Unique or Complex Characteristics of the Project
F. Relevance to this Requirement

2) Past Performance

Past performance information may be based on the government's knowledge of previous experience with the bidder, contractor provided references, CPARS reporting system, and other reasonable sources.

3) Price

Offeror shall provide prices on the SEED PRICE SCHEDULE by filling out and submitting the Attachment 1 document. Prices will be evaluated for reasonableness based upon the submitted sowing plan and comparison of both the field establishment price and the offered price per pound to determine the selected lines that are most advantageous to the Government.

Selections will be based upon the Trade-off Evaluation process, with Technical, Past Experience, and Past Performance when combined are more important than Price.

(b) *Options. Except when it is determined in accordance with FAR 17.202(b) not to be in the Government's best interest,* the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the

basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) *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)