SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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

1. REQUISITION NUMBER: 1158274

PAGE 1 OF 16

2. CONTRACT NO.

3. AWARD/ EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 1240BF26Q0004

6. SOLICITATION ISSUE DATE: 06/01/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: RAYMOND PADGETT

b. TELEPHONE NUMBER (No collect calls): 907-229-4140

8. OFFER DUE DATE/LOCAL TIME: 06/18/2026 1200 AD

9. ISSUED BY CODE 40BF

USDA-FS CSA NORTHWEST 4
1220 SW 3RD AVE
STE 310
PORTLAND OR 97204-2829

10. THIS ACQUISITION IS ☒ 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): 334118

SIZE STANDARD: 1000

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

12. DISCOUNT TERMS

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

13b. RATING

14. METHOD OF SOLICITATION
☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE 0116

USDA FOREST SERVICE
TONGASS NF KETCHIKAN AREA FED BLDG
648 MISSION STREET
KETCHIKAN AK 99901

16. ADMINISTERED BY CODE 40BF

USDA-FS CSA NORTHWEST 4
1220 SW 3RD AVE
STE 310
PORTLAND OR 97204-2829

17a. CONTRACTOR/ OFFEROR CODE

FACILITY CODE

TELEPHONE NO.

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

18a. PAYMENT WILL BE MADE BY CODE

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Period of Performance: 06/30/2026 to 07/31/2026				
0001	Plywood backboard	12	EA		
	FOB: Destination				
0002	Fasteners for backboard, 30 PCS	10	EA		
	FOB: Destination				
	Continued ...				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA

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

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ 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)*: RAYMOND PADGETT

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0003	Cabinet, 12U	9	EA		
	FOB: Destination				
0004	Rack, wall mount, 12U	6	EA		
	FOB: Destination				
0005	Rack Shelving	52	EA		
	FOB: Destination				
0006	Uninterruptible Power Supply, 200W min.	10	EA		
0007	Uninterruptible Power Supply, 300W min.	1	EA		
	FOB: Destination				
0008	Uninterruptible Power Supply, 400W min.	9	EA		
	FOB: Destination				
0009	Uninterruptible Power Supply, 500W min.	3	EA		
	FOB: Destination				
0010	Uninterruptible Power Supply, 600W min.	4	EA		
	Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

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

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

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

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FOB: Destination				
0011	Uninterruptible Power Supply, 700W min.	4	EA		
	FOB: Destination				
0012	Emergency power: 200W	3	EA		
	FOB: Destination				
0013	Emergency power: 300W	1	EA		
	FOB: Destination				
0014	Emergency power: 400W	2	EA		
	FOB: Destination				
0015	Emergency power: 500W	3	EA		
	FOB: Destination				
0016	Emergency power: 600W	1	EA		
	FOB: Destination				
0017	Emergency power: 700W	4	EA		
	FOB: Destination				
0018	Patch panel	29	EA		
	FOB: Destination				
0019	Rack bonding busbar, including hardware kit	15	EA		
	FOB: Destination				
0020	Rack bonding jumper kit	15	EA		
	FOB: Destination				
0021	Fiber optic cable, 1200 LF	1	EA		
	FOB: Destination				
0022	Fiber optic cable, direct burial, 1000 LF	1	EA		
	Continued ...				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FOB: Destination				
0023	Fiber optic cable, aerial, 520 LF	1	EA		
	FOB: Destination				
0024	Aerial fiber bridge	1	EA		
	FOB: Destination				
0025	Fiber optic cable, 450 LF	1	EA		
	FOB: Destination				
0026	Fiber optic cable, 400 LF	2	EA		
	FOB: Destination				
0027	Fiber optic cable, 350 LF	1	EA		
	FOB: Destination				
0028	Fiber optic cable, 300 LF	1	EA		
	FOB: Destination				
0029	Fiber optic enclosure	15	EA		
	FOB: Destination				
0030	Fiber optic panel	14	EA		
	FOB: Destination				
0031	Fiber optic patch cables	56	EA		
	FOB: Destination				
0032	Fiber optic transceivers	69	EA		
	FOB: Destination				
0033	Fiber converter	13	EA		
	FOB: Destination				
	Continued ...				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0034	Fiber point of entry assembly	2	EA		
	FOB: Destination				
0035	Ethernet patch cable, 3 ft, white	74	EA		
	FOB: Destination				
0036	Ethernet patch cable, 3 ft, blue	170	EA		
	FOB: Destination				
0037	Ethernet patch cable, 25 LF, white	3	EA		
	FOB: Destination				
0038	Ethernet patch cable, 25 LF, blue	3	EA		
	FOB: Destination				
0039	Ethernet patch cable, 75 LF, white	9	EA		
	FOB: Destination				
0040	Ethernet patch cable, 75 LF, blue	2	EA		
	FOB: Destination				
0041	Ethernet cable, 1000 LF spool, white	4	EA		
	FOB: Destination				
0042	Ethernet cable, 1000 LF spool, blue	26	EA		
	FOB: Destination				
0043	Ethernet connector plugs, 100 pack	17	EA		
	FOB: Destination				
0044	RJ45 to RJ11 converter adapter, 2 pack	35	EA		
	FOB: Destination				
0045	10-32 Rack screws for cabinet, 100 PCS	17	EA		
	FOB: Destination Continued ...				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0046	Fish sticks for pulling ethernet, 50 ft capacity	14	EA		
	FOB: Destination				
0047	Fish tape wire pulling cable, 100 ft	7	EA		
	FOB: Destination				
0048	Fish tape wire pulling cable, 200 ft	3	EA		
	FOB: Destination				
0049	Fish tape wire pulling cable, 300 ft	4	EA		
	FOB: Destination				

Federal Acquisition Regulation (FAR) and U.S. Department of Aquiculture Acquisition Regulation (AGAR) Clauses, Provisions, and Additional Terms and Conditions

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

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

I. FAR AND AGAR PROVISIONS:

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

Addendum to 52.212-1:

(f) Questions concerning this solicitation shall be submitted electronically via email to veronica.lamboysantana@usda.gov and raymond.padgett@usda.gov no later than Monday, June 08, 2026 at 1:00 PM (AK Time).
(g) Answers to offerors questions will be posted in SAM.gov no later than Friday, June 12, 2026 at 1:00 PM (AK Time).
(h) All amendments to the solicitation will be posted in SAM.gov. Acknowledge receipt and understanding of all amendments to this solicitation by sending an email to veronica.lamboysantana@usda.gov and raymond.padgett@usda.gov. In the email, include the solicitation and amendment number.
(i) Offers shall be submitted electronically via email to veronica.lamboysantana@usda.gov and raymond.padgett@usda.gov no later than Thursday, June 18, 2026 at 12:00 PM (AK Time). Offerors shall ensure offers are delivered into this inbox by the due date and time. Emails should contain 3 separate attachments: Technical Capability (in Microsoft Word or PDF format), Past Performance (in PDF format), and Price (in Microsoft Excel format). Be aware that large attachments may increase the time required to deliver an email. It is the offerors responsibility to confirm receipt of the offer.
(j) The Government reserves the right to require the submission of Other Than Certified Cost or Pricing Data as is deemed necessary to arrive at a fair and reasonable price.
(k) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition.

(End of Provision)

FAR and AGAR Provisions Incorporated by Reference:

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 (JAN 2017)
52.204-7 System for Award Management—Registration (NOV 2025) (DEVIATION)
52.209-2 Prohibition on Contracting with Inverted Domestic Corporations – Representation (SEP 2025)

Federal Acquisition Regulation (FAR) and U.S. Department of Aquiculture Acquisition Regulation (AGAR) Clauses, Provisions, and Additional Terms and Conditions

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (SEP 2025) (DEVIATION)

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

FAR and AGAR Provisions Incorporated by Full Text:

52.216-1 Type of Contract (OCT 2025) (DEVIATION)

The Government contemplates award of a Firm-Fixed Price, purchase order resulting from this solicitation.

(End of Provision)

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

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

(End of Provision)

52.252-5 Authorized Deviations in Provisions (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
(b) The use in this solicitation of any Agricultural Acquisition Regulation (AGAR) (48 CFR Chapter 4) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Provision)

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

(a) By submission of its offer, the offeror certifies that:
    (1) It is compliant with all applicable Federal anti-discrimination laws and the Equal Protection principles of the U.S. Constitution.
    (2) Neither it nor any proposed subcontractor or teaming partner operates or funds any program, policy, or initiative that promotes DEI in a manner that violates any applicable Federal anti-discrimination laws, including but not limited to Title VI and VII of the Civil Rights Act of 1964, or the Equal Protection principles of the U.S. Constitution.
(b) If the offeror participates in, facilitates, or funds programs that implicate Title VI of the Civil Rights Act of 1964 or Title IX of the Education Amendments of 1972, as amended, including but not limited to grants to or for schools, colleges, universities, 4-H programs, non-governmental organization (NGO) programs, sports programs, and education-related grants to prisons or other detention facilities, by submission of its offer, the offeror certifies that it is compliant with those laws, including the requirements set forth in Executive Order 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the

Federal Government, and Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity.

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

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

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

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

(End of Provision)

II. FAR AND AGAR CLAUSES:

FAR and AGAR Clauses Incorporated by Reference:

52.212-4	Terms and Conditions—Commercial Products and Commercial Services (NOV 2025) (DEVIATION)
52.203-17	Contractor Employee Whistleblower Rights (NOV 2023)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
52.204-13	System for Award Management—Maintenance (NOV 2025) (DEVIATION)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, Voluntarily Excluded (SEP 2025) (DEVIATION)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (SEP 2025) (DEVIATION)
52.219-6	Notice of Total Small Business Aside (NOV 2025) (DEVIATION)
52.222-3	Convict Labor (OCT 2025) (DEVIATION)
52.222-35	Equal Opportunity for Veterans (NOV 2025) (DEVIATION)
52.222-36	Equal Opportunity for Workers with Disabilities (NOV 2025) (DEVIATION)
52.222-50	Combating Trafficking in Persons (NOV 2025) (DEVIATION)
52.222-90	Addressing DEI Discrimination by Federal Contractors (APR 2026)
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)
52.233-3	Protest After Award (SEP 2025) (DEVIATION)
52.233-4	Applicable Law for Breach of Contract Claim (SEP 2025) (DEVIATION)
52.240-91	Security Prohibitions and Exclusions (NOV 2025) (DEVIATION)
52.244-6	Subcontracts for Commercial Products and Commercial Services (NOV 2025) (DEVIATION)

FAR and AGAR Clauses Incorporated by Full Text:

52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

(End of Clause)

52.252-6 Authorized Deviations in Clauses (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
(b) The use in this solicitation or contract of any Agricultural Acquisition Regulation (AGAR) (48 CFR Chapter 4) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

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

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

(b) If the contractor participates in, facilitates, or funds programs that implicate Title VI of the Civil Rights Act of 1964 or Title IX of the Education Amendments of 1972, as amended, including but not limited to grants to or for schools, colleges, universities, 4-H programs, non-governmental organization (NGO) programs, sports programs, and education-related grants to prisons or other detention facilities, the contractor certifies that it will remain compliant with those laws, including the requirements set forth in Executive Order 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity.
(c) The contractor affirms that the above requirements are conditions of payment that go to the essence of the contract and are therefore material terms of the contract. Payments under the contract are predicated on compliance with the above requirements, and therefore the contractor is not eligible for funding under the contract or to retain any funding under the contract absent compliance with the above requirements.
(d) This certification reflects a change in the Government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this contract.
(e) Submission of a knowing false statement relating to contractor's compliance with the above requirements and/or eligibility for the contract may subject the contractor to liability under the False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001.
(f) The contractor must include the provisions of this clause in all subcontract solicitations.
(g) Failure on the part of the contractor or its subcontractors to comply with the terms of this clause may be grounds for the Contracting Officer to terminate this contract for default.

(End of Clause)

AGAR 452.203-72 Unenforceable Supplier Terms (MAY 2026)

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

1. Regardless of the format or style of the document. For example, supplier terms may appear in standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another similar legal instrument or agreement, and may be presented as part of a proposal or quotation responding to a solicitation for a contract or order or otherwise become effective after the contract date.
2. Regardless of the media or delivery mechanism used. For example, supplier terms may be presented as one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.

(b) Applicability. When any supply or service acquired under this contract is subject to supplier terms, the supplier terms are deemed part of the contract only to the extent they are consistent with this clause. Supplier terms that conflict with any part of this clause, the contract, or Federal law are void and will not be considered incorporated into a contract, even if they are physically present in a contract documentation or systems. In the event of any inconsistency between supplier terms and this contract, this clause and the terms of the Government contract must govern and supersede any supplier terms in all cases.
(c) Authorization Required. Notwithstanding any other provision, no supplier terms must be binding on the Government unless the term is expressly authorized on the USDA Supplier Terms Authorization Form signed by the Contracting Officer, and the completed Authorization Form has been incorporated into the contract.
(d) Unenforceable Terms. Any supplier terms that impose obligations or restrictions inconsistent with applicable Federal law are unenforceable against the Government and deemed stricken from the agreement. This includes, but is not limited to, any clause that:

(1) Requires the Government to pay future fees, penalties, interest, legal costs, early-termination fees, cancellation fees, minimum purchase commitments, true-up payments, seat-count minimums, usage minimums, continued-use charges, or any other financial obligation not expressly authorized by the contract.
(2) Requires the Government to indemnify the contractor or any other entity.
(3) Restricts the Government's ability to obtain similar supplies or services from another source.
(4) Imposes any penalty, financial or otherwise, based on the Government's decision not to exercise an option.
(5) Subjects the United States Government to the laws of any U.S. state, territory, district, municipality, or foreign nation, except where Federal law expressly permits such application.
(6) Requires dispute resolution in a forum or venue other than one prescribed by applicable Federal law.
(7) Establishes a period of limitations for bringing an action that differs from that provided by applicable Federal law.
(8) Grants the contractor rights to use, mine, access, aggregate, analyze, or otherwise exploit Government data, usage data, or metadata.
(9) Deems the Government to have accepted initial or revised terms based on silence, continued performance, or failure to object.
(10) Grants the supplier the right to audit Government facilities, systems, records, or use of the product or service, except as expressly authorized by the contract and applicable Federal law.
(11) Requires the Government to accept supplier security requirements, network access requirements, monitoring, penetration testing, or other technical or security measures.
(12) Permits the supplier to suspend, degrade, or terminate access to products or services based on alleged non-payment, alleged breach, automated security triggers.
(13) Limits the Government's right to use, install, access, test, evaluate, or transfer the licensed product or service in any manner consistent with the contract and Federal law.

(14) Requires the Government to store, process, maintain, or transmit data in a particular geographic location, or permits the supplier to transfer Government data outside the United States, except as expressly authorized by applicable Federal law.
(15) Authorizes the supplier to use the Government's name, seal, trademark, logo, or any reference to the Government as an end user or customer for marketing, publicity, promotional activities, press releases, or similar purposes.
(16) Incorporates by reference, or requires the Government to accept, terms or conditions imposed by any third party, subcontractor, or upstream service provider, unless such terms are expressly incorporated into the contract by bilateral modification.
(17) Limits, conditions, or negates the contractor's performance obligations, service levels, or remedies through a supplier-provided service level agreement (SLA).
(18) Uses Government data, usage data, metadata, prompts, content, or interactions to train, fine-tune, improve, or derive any artificial intelligence, machine learning, or automated decision-making model.
(19) Subjects the Government to automated decision-making, automated risk scoring, automated content moderation, or any algorithmic process that may affect access, performance, or rights under the contract.
(20) Utilizes artificial intelligence or algorithmic tools that produce decisions, recommendations, or outputs affecting contract performance without providing transparency, explainability, auditability, and bias-mitigation consistent with applicable Federal law and policy.
(21) Profiles, tracks, or analyzes Government user behavior, preferences, communications, or interactions for personalization, marketing, or algorithmic optimization purposes.

(e) Non-binding Actions. Neither the Government nor any Government authorized end user is deemed to have consented to any term, condition, or clause by virtue of its inclusion in the supplier agreement or through the use of clickwrap, browsewrap, "I agree" mechanisms, or similar means. Execution of such mechanisms does not bind the Government or its authorized end users to any unenforceable terms.
(f) End user. The supplier agreement must bind the ordering activity as the end user to the extent it does not conflict with the terms of this clause, but it must not bind or impose personal liability on any Government employee or any person acting on behalf of the Government in their personal capacity.
(g) Law and disputes. The supplier agreement is governed by Federal law.
(h) Statutory exception. This clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
(i) Continued performance. The supplier or licensor must not unilaterally revoke, terminate, or suspend any rights granted to the Government except as allowed by the contract. If the supplier or licensor believes the ordering activity to be in breach of the supplier agreement, it must pursue its rights under the Contract Disputes Act or other applicable Federal statute while proceeding diligently with performance, pending final resolution of any dispute in accordance with the Disputes Clause at FAR 52.212-4(d) or FAR 52.233-1, as applicable.
(j) Arbitration. Binding arbitration must not be used unless specifically authorized by agency guidance.
(k) Equitable or injunctive relief. Equitable or injunctive relief, including the award of attorney fees, costs, or interest, may be awarded against the United States Government only when explicitly provided by statute (e.g., the Prompt Payment Act or the Equal Access to Justice Act).
(l) Revisions to supplier agreements. Any revisions to the supplier agreement must be incorporated into the contract using a bilateral modification. Unilateral revisions are not binding on the Government.
(m) No automatic renewals. If any license or service tied to periodic payment is provided under the supplier agreement (e.g., annual software maintenance or annual lease term), such license or service must not renew automatically upon expiration of its current term without prior express written consent from an authorized Government representative.

(n) Indemnification. Any clause of the supplier agreement requiring the supplier or licensor to defend or indemnify the end user is amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.
(o) Taxes or surcharges. Any taxes or surcharges which the supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the associated Government contract or order and must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed otherwise.
(p) Non-assignment. The supplier agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted by FAR 52.212-4(b) or FAR 52.232-23, as applicable.
(q) Confidential information. If the supplier agreement includes a confidentiality clause, such clause is amended to state that neither the agreement nor the contract price list, as applicable, must be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in the supplier agreement to the contrary, the Government may retain any confidential information as required by law, regulation, or its internal document retention procedures for legal, regulatory, or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of the supplier agreement.
(r) Conflict with Federal law. If any other language, provision, or clause of the supplier agreement conflicts or is inconsistent with Federal law or the terms and conditions of this contract, such language, provisions, or clauses will be considered null and void and will not be binding on the United States Government.

(End of Clause)

452.204–70 Modification for Contract Closeout (NOV 2025)

(a) If unliquidated funds in the amount of $1000 or less remain on the contract, the Contracting Officer (Contracting Officer) shall issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but will not be required to provide a signature. The Contracting Officer shall immediately proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.
(b) Upon contract closeout for contracts utilizing SAP: if unliquidated funds of more than $1000 remain on the contract, the Contracting Officer shall issue a bilateral modification for deobligation. The contractor will receive a copy of the modification and will be required to provide a signature. (The Contracting Officer may also request a "Contractor Release of Claims" be completed by the contractor, although not required for contracts and orders using SAP.) If the bilateral modification and Release of Claims are not returned to the Contracting Officer within 60 days, the Contracting Officer shall release the modification as unilateral and proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.
(c) Upon contract closeout for contracts utilizing anything other than cost reimbursement, if unliquidated funds of more than $1000 remain on the contract, the Contracting Officer shall issue a bilateral modification for deobligation. The contractor will receive a copy of the modification and a ''Contractor Release of Claims'' and will be required to provide a signature on both forms. If the bilateral modification and Release of Claims are not returned to the Contracting Officer within 120 days, the Contracting Officer shall release the modification as unilateral and proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

(End of Clause)

III. ADDITIONAL TERMS AND CONDITIONS:

A. NOTICE FOR FILING AGENCY PROTESTS

United States Department of Agriculture (USDA) Protest Procedures

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

Tier 1: Contracting Officer Concern Resolution

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

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

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

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

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

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

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

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

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

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

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

Election of Forum: By filing a protest with USDA, the protesters agree not to file a protest on the same matter with the Government Accountability Office (GAO) or any other external forum while the agency protest is pending. If such a protest is filed externally, the USDA agency protest will be dismissed.
Questions: Questions regarding this notice or protest procedures should be directed to the Contracting Officer identified in this solicitation.

B. EVALUATION AND BASIS FOR AWARD

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

FACTOR 1 – TECHNICAL CAPABILITIES:

(a) Sub-Factor 1 – Delivery Plan/Schedule. To be rated acceptable, the offeror shall provide a detailed plan describing the shipping to each location outlined in the attached salient characteristic.
(b) Sub-Factor 2 – Salient Description. To be rated acceptable, the offeror shall provide a detailed description of items being offered.
(c) Each technical capability sub-factor will receive one of the adjectival ratings defined below. To receive an acceptable rating for this factor, all sub-factors must be rated acceptable.

Table A-1. Technically Acceptable/Unacceptable Ratings

Rating	Description
Acceptable	Offer clearly meets the minimum requirements of the solicitation.
Unacceptable	Offer does not clearly meet the minimum requirements of the solicitation.

FACTOR 2 – PAST PERFORMANCE:

The Past Performance evaluation will assess the relative risks associated with an offeror's likelihood of success in performing the solicitation's requirements as indicated by that offeror's record of past performance. Performance risk is assessed at the factor level after evaluating aspects of the offeror's recent past performance and focusing on performance that is relevant to the services and/or products being procured under this solicitation. Past performance areas of evaluation include quality, timeliness, business practices, and customer satisfaction.

(f) Recency Assessment. An assessment of the past performance information will be made to determine if it is recent. To be recent, the effort must be ongoing or must have been performed during the past 3 years from the date of issuance of this solicitation. Past performance information that fails this condition will not be evaluated.
(g) Relevancy Assessment. An assessment of the past performance information will be made to determine if it is relevant. To be relevant, the effort must be the same or similar in nature, size,

magnitude, complexity, and scope to the services and/or products being procured under this solicitation. Past performance information that fails this condition will not be evaluated.

i. Assigning Ratings. The Past Performance Factor will be assigned one of the ratings defined below. An award will not be made to any offeror who receives an "Unacceptable" past performance rating.

Table A-2. Relevant Past Performance Evaluation Ratings	
Rating	Description
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown.
Unacceptable	Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

ii. Offerors without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, will not be evaluated favorably or unfavorably on past performance. Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

FACTOR 3 – PRICE:

Price is not formally scored but is the primary evaluation factor for determining award. The government expects competitive offers to be submitted for this procurement and will use these competitive offers to determine price reasonableness. If competitive offers are not received, the Government reserves the right to utilize other methods identified in the FAR to determine price reasonableness.

(a) Completeness. Each offeror is required to provide complete pricing for each contract line identified.
(b) Definitions.
  i. Reasonableness. A price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business.
  ii. Completeness/Accuracy. The offeror is in compliance with the Schedule of Items and Price Sheet contained/attached within the solicitation (see Attachment 3).

C. ATTACHMENTS

The following attachments are made part of this solicitation and any resultant contract.

Attachment #	Description	Page Count
1	C05 Salient characteristics 1240BF26Q0004	5