SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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

1. REQUISITION NUMBER

PAGE 1 OF 20

2. CONTRACT NO.

3. AWARD/ EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 12319826R5000

6. SOLICITATION ISSUE DATE: 06/10/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: IAN LIPSCOMB

b. TELEPHONE NUMBER *(No collect calls)*

8. OFFER DUE DATE/LOCAL TIME: 07/09/2026 1200 ET

9. ISSUED BY CODE FNS-MTF-MGMT-

FNS CONTRACTS MANAGEMENT DIV
1320 Braddock Place
Room 208
ALEXANDRIA VA 22314

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): 561611

SIZE STANDARD: $25

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

16. ADMINISTERED BY CODE FNS-HQ-MGMT-CMD

FNS-HQ-MGMT-CMD
1320 Braddock Place
Room 208
ALEXANDRIA VA 22314

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
	The purpose of this solicitation is to issue a Request for Proposal (RFP) for Retailer Investigations Services for the United States Department of Agriculture (USDA), Food and Nutrition Administration (FNA), as a recompete requirement. This is a combined synopsis/solicitation for commercial services prepared as a hybrid in accordance with FAR Part 12 and FAR Part 15. *(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)*

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This solicitation will result in the Government awarding two (2) Fixed Price (FFP) requirements contracts, with a Cost-Reimbursement Contract Line Item Number (CLIN) for travel. All offeror's questions are due No Later than June 29, 2026 at 12:00pm and shall be submitted via email to Contract Specialist Ian Lipscomb at Ian.Lipscomb@usda.gov. All proposals are due by July 9, 2026 at 12:00pm and shall be submitted via email to Ian Lipscomb at Ian.Lipscomb@usda.gov. Late proposals will not be accepted.				
0001	Investigative Passes Product/Service Code: R499 Product/Service Description: SUPPORT-PROFESSIONAL: OTHER	23410	EA		
0002	Travel Product/Service Code: R499 Product/Service Description: SUPPORT-PROFESSIONAL: OTHER				
1001	Option Year One (1) Investigative Passes (Option Line Item) Continued ...	24112	EA		

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)
	Product/Service Code: R499 Product/Service Description: SUPPORT-PROFESSIONAL: OTHER				
1002	Option Year One (1) Travel (Option Line Item) 0 Product/Service Code: R499 Product/Service Description: SUPPORT-PROFESSIONAL: OTHER				
2001	Option Year Two (2) Investigative Passes (Option Line Item) 0 Product/Service Code: R499 Product/Service Description: SUPPORT-PROFESSIONAL: OTHER	24835	EA		
2002	Option Year Two (2) Travel (Option Line Item) 0 Product/Service Code: R499 Product/Service Description: SUPPORT-PROFESSIONAL: OTHER				
3001	Option Year Three (3) Investigative Passes (Option Line Item) 0 Product/Service Code: R499 Product/Service Description: SUPPORT-PROFESSIONAL: OTHER	25580	EA		
3002	Option Year Three (3) Travel (Option Line Item) 0 Product/Service Code: R499 Product/Service Description: SUPPORT-PROFESSIONAL: OTHER				
4001	Option Year four (4) Investigative Passes (Option Line Item) Continued ...	26347	EA		

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	0 Product/Service Code: R499 Product/Service Description: SUPPORT-PROFESSIONAL: OTHER				
4002	Option Year four (4) Travel (Option Line Item) 0 Product/Service Code: R499 Product/Service Description: SUPPORT-PROFESSIONAL: OTHER				

RETAILER INVESTIGATIONS
Solicitation Number 12319826R5000

This is a combined synopsis/solicitation for commercial services prepared as a hybrid in accordance with the FAR Part 12 and FAR Part 15. This announcement constitutes only solicitation. Proposals being requested and separate written solicitation will not be issued.

Solicitation number 12319826R5000 is issued as a Request for Proposal (RFP) for Retailer Investigations. The United States Department of Agriculture (USDA), Food and Nutrition Administration (FNA), Office of Retailer Operations and Compliance (ROC), requires contractor support to conduct Retailer Investigations across designated areas to protect the integrity of the Supplemental Nutrition Assistance program (SNAP). Contractors must perform investigative passes at retail stores identified by FNA through weekly Request for Investigations (RFIs). These passes involve undercover purchase attempts, attempts to acquire non eligible items, and trafficking attempts following FNA investigative parameters.

This acquisition includes conducting an estimated 23,000 investigative passes annually per contractor, completing and entering results within a strict timeline, and identifying potential additional fraudulent retailers during field activities. Contractors must provide qualified investigators, maintain adherence to Federal security and confidentiality requirements, safeguard Sensitive-But-Unclassified (SBU) information, and comply with all NIST, FISMA, and USDA IT Security.

Investigations could lead to administrative, civil, or criminal enforcement actions; therefore, contractors must ensure investigators are capable of providing accurate evidence and testimony. The contractor shall also produce required daily, monthly, and corrective-action reports and maintain high performance quality levels as outlined in the PWS's Performance Requirement Measure (PRMS) and acceptable Quality Levels (AQLs). The Government will provide EBT cards, access to designated systems, and case information; all investigation work is performed independently by the contractor as a non-personal service, Performance occurs nationwide within two regions (Eastern and Western), including potential night and weekend work, the Government intends to reimburse a limited amount of travel.

This acquisition is being solicited under full and open competition. The applicable North American Industry Classification Standard Code is 561611. All responsible sources may submit a proposal which will be considered by the agency.

Statement of Requirement
This requirement provides the Government with Contractor support to conduct SNAP retailer investigations across designated regions, as outlined in the attached PWS. Contractors shall perform all investigative passes, reporting and related activities in accordance with all operations, security, and performance standards defined in the PWS.

Schedule of Items – The contractor shall submit all cost items into the attached Excel cost spreadsheet label Retailer Investigations attachment 1A.

RETAILER INVESTIGATIONS
Solicitation Number 12319826R5000

CLIN	Description	Estimated Quantity	Unit of Issue	Unit Cost	Total
0001	Investigative Passes	23410	EA		
0002	Travel	-			
1001	Option Year 1 Investigative Passes	24112	EA		
1002	Travel	-			
2001	Option year 2 Investigative Passes	24835	EA		
2002	Travel	-			
3001	Option Year 3 Investigative Passes	25580	EA		
3002	Travel	-			
4001	Option Year 4 Investigative Passes	26347	EA		
4002	Travel	-			
			TOTAL		

Technical Data – All technical information required to prepare a proposal is included within the attached PWS. No additional technical data, agency regulations or internal procedures are required to submit a proposal. All references cited in the PWS are readily available at any respective official SNAP, USDA/FNA or NIST publications websites.

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

1. Solicitation Attachments
   The following documents are included as attachments to this solicitation and can be accessed via the "Attachments/Links" section of the posting.
   - Attachment 1a – Excel Pricing Spreadsheet
   - Attachment 1b – Quality Assurance Surveillance Plan (QASP)

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

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

or

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

52.252-2 Clauses Incorporated by Reference Feb 1998

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

52.244-6 Subcontracts for Commercial Products and Commercial Services (Nov 2025)

The following clauses are applicable if checked:.

☒ 52.202-1 Definitions (June 2020)
☒ 52.203-3 Gratuities (April 1984)
☒ 52.203-5 Covenant Against Contingent Fees (May 2014)
☒ 52.203-6 Restrictions on Subcontractor Sales to the Government (Jun 2020) with Alternate I (Nov 2021) of 52.203-6
☒ 52.203-7 Anti-Kickback Procedures (June 2020)
☒ 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)
☒ 52.203-13 Contractor Code of Business Ethics and Conduct (Nov 2021)
☒ 52.203-16 Preventing Personal Conflicts of Interest (Jun 2020)
☒ 52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)
☒ 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
☒ 52.204-5 Women-Owned Business (Other than Small Business) (Oct 2014)
☒ 52.204-7 System for Award Management
☒ 52.204-10 Reporting Executive Compensation and First Tier Subcontract Awards (Jun 2020)
☒ 52.204-13 System for Award Management—Maintenance (Nov 2025)
☒ 52.204-14 Service Contract Reporting Requirements (Oct 2016)
☒ 52.204-18 Commercial and Government Entity Code Maintenance
☒ 52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)
☒ 52.204-20 Predecessor of Offeror (Aug 2020)
☒ 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)
☒ 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023)
☒ 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)
☒ 52.204-27 Prohibition on a ByteDance Covered Application (Jun 2023)
☒ 52.204-30 Federal Acquisition Supply Chain Security Act Orders-Prohibition (Dec 2023)
☒ 52.204-91 Contractor identification (Nov 2025)
☒ 52.209-1 Qualifications Requirements
☒ 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations-Representation (Nov 2015)
☒ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment, or Voluntarily Excluded (Sep 2025)

☒ 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Sep 2025)
☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Sep 2025)
☒ 52.210-1 Market Research
☒ 52.212-4 Terms and Conditions—Commercial Products and Commercial Services (Nov 2025)
☐ Alternate I (Nov 2025) of 52.212-4

☒ 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Products and Commercial Services (Mar 2026)
☒ 52.215-14 Integrity of Unit Prices (Nov 2021)
☒ 52.216-1 Type of Contract (Apr 1984)
☒ 52.216-21 Requirements (Nov 2025)
☐ Alternate I (Apr 1984) of 52.216-21
☒ 52.217-6 Option for Increased Quantity (Mar 1989)
☒ 52.217-8 Option to Extend Services (Nov 1999)
☒ 52.219-9 Small Business Subcontracting Plan (Jan 2025)
☒ 52.219-8 Utilization of Small Business Concerns (Nov 2025)
☒ 52.219-14 Limitation on Subcontracting (Oct 2022)
☒ 52.219-28 Post award Small Business Program Representation (Jan 2025)
☒ 52.222-21 Prohibition of Segregated Facilities (Apr 2015)
☒ 52.222-3 Convict Labor (June 2003)
☒ 52.222-19 Child Labor—Cooperation with Authorities and Remedies (Nov 2025)
☒ 52.222-26 Equal Opportunity (Sept 2016)
☒ 52.222-35 Equal Opportunity for Veterans (Nov 2025)
☐ Alternate I (Jul 2014) of 52.222-35
☒ 52.222-36 Equal Opportunity for Workers with Disabilities (Nov 2025)
☐ Alternate I (Jul 2014) of 52.222-36
☒ 52.222-37 Employment Reports on Veterans (Nov 2025)
☒ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010
☒ 52.222-41 Service Contract Labor Standards (Aug 2018)
☒ 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)
☒ 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018)
☒ 52.222-50 Combating Trafficking in Persons (Oct 2025)
☒ 52.222-54 Employment Eligibility Verification (Nov 2025)
☒ 52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
☒ 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)
☒ 52.222-90 Addressing DEI Discrimination by Federal Contractors (APR 2026)
☒ 52.223-22 Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation (Dec2016)
☒ 52.225-13 Restrictions on Certain Foreign Purchases (Feb 2021)

☒ 52.226-7 Drug-Free Workplace (May 2024)
☒ 52.226-8 Encouraging Contractor Policies to Ban Text Messaging while Driving. (May 2024)
☒ 52.227-14 Rights in Data-General (May 2014)
☒ 52.232-33 Payment by Electronic Funds Transfer— System for Award Management (Oct 2018)
☒ 52.232-39 Unenforceability of Unauthorized Obligations (June 2013)
☒ 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
☒ 52.233-1 Disputes (May 2014)
☒ 52.233-3 Protest After Award (Sep 2025)
☒ 52.233-4 Applicable law for Breach of Contract Claim (Oct 2004)
☒ 52.240-1 Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024)
☒ 52.240-91 Security Prohibitions and Exclusions (Nov 2025) ☐ Alternate I (Nov 2025) of 52.240-91
☒ 52.240-93 Basic Safeguarding of Covered Contractor Information Systems (Nov 2025)
☒ 52.242-13 Bankruptcy (July 1995)
☒ 52.242-15 Stop-Work Order
☒ 52.244-6 Subcontracts for Commercial Products and Commercial Services (Nov 2025)

AGAR Clauses

452.203-71 Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Compliance (May 2026)
(a) By entering into this contract, the contractor certifies that:

1. It is compliant with all applicable Federal anti-discrimination laws and the Equal Protection principles of the U.S. Constitution, and it will remain compliant for the duration of the contract.
2. Neither it nor any subcontractor or teaming partner operates or funds any program, policy, or initiative that promotes DEI in a manner that violates any applicable Federal anti-discrimination laws, including but not limited to Title VI and VII of the Civil Rights Act of 1964, or the Equal Protection principles of the U.S. Constitution, and the contractor and any subcontractor or teaming partner will not do so for the duration of the contract. 452.203-71 Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Compliance (May 2026)
3. (a) By entering into this contract, the contractor certifies that:
4. 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.
5. 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.
6. (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

7. 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.
8. (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.
9. (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.
10. (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.
11. (f) The contractor must include the provisions of this clause in all subcontract solicitations.
12. (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.
13. (End of Clause)

(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 452.204–70 Modification for Contract Closeout (Apr 2026)
(a) If unliquidated funds in the amount of $1000 or less remain on the contract, the Contracting Officer (Contracting Officer) may issue a unilateral modification for de-obligation. The contractor will receive a copy of the modification but is not required to provide a signature. The Contracting Officer will immediately proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.
(b) For commercial contracts not exceeding the simplified acquisition procedure threshold under FAR 12.001(c), if more than $1,000 in unliquidated funds remain at closeout, the Contracting Officer will issue a bilateral de-obligation modification. Only the modification requires the contractor's signature, though a Release of Claims may be requested. If the required documents are not returned within 60 days, the Contracting Officer will issue a unilateral modification and proceed with closeout once performance is complete, acceptance is confirmed, and final payment is made.
(c) For all other non-commercial or non–cost-reimbursement contracts, if more than $1,000 in unliquidated funds remain at closeout, the Contracting Officer will issue a bilateral de-obligation modification and a Release of Claims, both requiring contractor signature. If these documents are not returned within 120 days, the Contracting Officer will issue a unilateral modification u and proceed with closeout upon completion of performance, acceptance, and final payment.
(End of Clause)

Solicitation Information:

Award Type

It is anticipated that the Government will award two (2) firm-fixed-price requirements contract as a result of this solicitation. Each contract will consist of one (1) twelve-month base period and four (4) twelve-month option periods, for a total potential period of performance not to exceed five (5) years.

The identification of two (2) anticipated awards is an estimate only and shall not be construed as a commitment by the Government. In accordance with the evaluation criteria in this solicitation, the Government reserves the right to make more than two awards, fewer than two awards, or no awards if such action is determined to be in the Governments best interest. Making this determination, the Government may consider factors such as best value and the administrative cost associated with managing multiple awards.

Offerors can propose on both the eastern and the western regions, but only one region will be awarded to an individual offeror whose proposal can provide services to the entire region that is most advantageous to the Government.

Evaluation and Basis for Award

FAR 52.212-2 Evaluation - Commercial Products and Commercial Services (Nov 2021)

(a) Evaluation factors. The Government intends to award two (2) requirements contracts under this

solicitation to the offeror responsible whose proposals are determined to be most advantageous to the Government, considering price and other factors. The Government will apply the Highest Technically rated with Fair and Reasonable Price (HTR-FRP) source selection approach, considering both technical approach and price, in accordance with FAR 15.103-3. A proposal that offers higher technical merit may be selected even if it is higher in cost provided the benefits outweigh the additional expenses. Proposals will be evaluated using the following factors, listed in descending order of importance: Technical, Past Performance, and Price. The technical factor is the most important consideration. Once the Government has determined the highest rated offeror, the Government will assess whether that offerors price is fair and reasonable. Price will not be traded off against non-price factors.

1. **Technical Approach:** The Government will assess the extent to which the offeror presents a clear, compliant and effective approach for executing all investigative tasks outlined in the PWS. This includes investigative passes, undercover operations, reporting timelines, case development, and adherence to all prohibited actions. The Government will also evaluate the qualification and experience of the Program Manager, Assistant Program Manager and investigative staff, as well as the offeror's ability to recruit, train, and retain personnel who meet PWS requirements, including security screening and professional investigative competencies. In addition, the Government will review the offerors plan for managing nationwide investigative operations, ensuring timely and accurate reporting, maintaining quality control, and implementing corrective actions in alignment with PRMS, the QASP, and all reporting requirements specified in the PWS.
2. **Past Performance:** The Government will evaluate the offerors' record of performance on recent and adheringly relevant efforts that involve investigations, compliance, surveillance or similar high-risk services. Offerors without relevant past performance history will receive a neutral past performance rating. A lack of past performance will not be evaluated unfavorably or favorably.
3. **Price:** Proposals will be evaluated based on the non-price factors outline in the solicitation, the price of the highest technically rated proposal will be evaluated to determine if it is fair and reasonable in accordance with subpart 15.404.

(b) Options (if applicable). 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.

Service Contract Labor Standards

The Service Contract Labor Standards could apply to any contracts awarded through this solicitation. In accordance with (IAW) FAR 22.1002-3(a)(2), the place of performance for this contract is

currently unknown. The Contracting Officer has determined that contact personnel will perform duties described in the PWS in various locations around CONUS and its territories, possible places of performance and has provided the Wage Determinations link https://sam.gov/wage-determinations. The Contractor has been provided with the link to the Wage Determinations, and their proposal shall provide the most current up to date pricing information.

Offerors must request additional wage determinations no later than two days before solicitation close. Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit proposals. However, a wage determination shall be incorporated in the resultant contract, and there shall be no adjustment to the contract price.

Other Information - Include any other information as needed for the solicitation.

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. The full text of a solicitation provision may be accessed electronically at this/these address(es): https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

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

The Government will assess proposals submitted in response to the Retailer Investigations Request for proposals using three evaluation factors: Technical Approach, Past Performance and Price. Each factor will be evaluated as a whole, subfactors will not receive individual ratings. Offeror's shall submit a complete proposal package in three (3) separate volumes. All files shall be submitted electronically in PDF format, completing the cost spreadsheet in PDF and Excel formats.

Volume 1-Technical Proposal: The Technical Proposal shall demonstrate the offerors' ability to meet all requirements of the PWS. At minimum, the technical proposal shall include:

1. Staffing Plan
   - A description of how the offeror will recruit, retain, and manage investigators meeting all PWS Section 3.0 personnel qualifications such as background screening, licensing, years of experience.
   - Approach to ensuring availability across assigned regions
   - Descriptions of internal controls preventing use of non-authorized personnel

2. Operational Approach
   - Methods and procedures for conducting investigative passes consistent with FNA parameters.

- Offerors approach for complying with prohibited activities listed in the PWS.
- Process for preparing investigators, reviewing FNA-provided materials, and tailoring investigative approaches.

3. Quality Control Plan
   - Processes for ensuring accuracy, timeliness, and completeness of reports and deliverables.
   - Internal review and corrective action procedures consistent with the PWS section 10.0.

4. Management Approach
   - Identification of Key Personnel (PM and APM) meeting PWS Section 7.0 minimum qualification.
   - Oversight and Communication Processes
   - Availability during Government core hours.

5. Security and IT Compliance
   - Process for ensuring personnel meet PWS section 8.0 security requirements.
   - Approach for protecting Sensitive But Unclassified (SBU) information and personally identifiable information (PII) consistent with NIST, USDA, and FNA directives listed in the PWS.

The Technical Proposal shall be no more than twenty-five (25) pages, in 12pt Times New Roman font. Any proposals submitted after the due date and time will not be accepted, and any proposals with more than twenty-five (25) pages will not be evaluated or looked at beyond the 25th page. All perspective vendors must submit their proposals via email to Ian Lipscomb at Ian.Lipscomb@usda.gov and the subject line should be the solicitation number 12319826R5000_Retailer Investigations.

Volume II-Past Performance

Offerors shall provide three (3) past performance references of similar size, scope, and complexity.

Each reference shall include:

Contract number
Customer/agency
Point of contact with phone and email
Dollar Value
Period of Performance
Brief description of work and its relevance

The Government will only review past performance within the past three (3) years, from the past five (5) customers/agencies.

The Government may consider information from other sources.

Volume III-Price Proposal

The Government will evaluate the Offeror's Price Proposal to determine whether the proposed pricing is fair, reasonable, complete and reflective of an understanding of the PWS. Price analysis will be conducted using comparison of proposed prices to (1) IGCE, (2) market research, and (3) prices received from competing offerors. The Government will also evaluate the proposal for unbalanced pricing in accordance with FAR 15.404-1. Price realism analysis is not required for firm fixed price; however, unrealistically low pricing is indicative of lack of understanding of the PWS.

1. Firm Fixed Price (FFP)- Investigative Passes

The Government will evaluate the Offerors proposed unit price per Investigative Pass and the total proposed Firm-Fixed-Price. Prices must be consistent with the anticipated workload described in the PWS. The Government will compare proposed prices to market research, as well as to the prices received from competing offerors.

2. Cost-Reimbursement Travel CLIN

Travel will be reimbursed at actual cost in accordance with the Federal Travel Regulations (FTR) and shall not exceed the established Not-to-Exceed (NTE) amount of $100,000. The Government will not pay any profit, fee or markup on travel cost, and the Cost-Reimbursement Travel CLIN will not be evaluated for award purposes.

FAR 52.212-1 is amended as follows:

Period for acceptance of offers.
The Offeror agrees to hold the prices of its offer firm for **120 calendar days** from the date specified for receipt of offers.

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

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

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

Tier 1: Contracting Officer Concern Resolution

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

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

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

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

Next Steps: If the matter cannot be resolved at Tier 1, the interested party may file a written agency protest under Tier 2.

USDA encourages all parties to seek resolution with the Contracting Officer before filing an agency protest.

Tier 2: Agency Protest

If concerns cannot be resolved at Tier 1, an interested party may file a written agency protest with either the Contracting Officer or the USDA Independent Review Authority. The decision by the USDA Independent Review Authority is an alternative to a decision by the Contracting Officer. The USDA Independent Review Authority will not consider an appeal of the Contracting Officer's decision on an agency protest.

The protest must state whether the protester elects review by the Contracting Officer, by the UDSA Independent Review Authority. If no election is stated, the Contracting Officer will decide the protest.

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

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

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

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

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

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

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

Provisions

The following provisions are applicable:

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) ☐ Alternate I (Nov 2025) to 52.204-7

52.204-16 Commercial and Government Entity Code Reporting (Aug 2020)

52.204-17 Ownership or Control of Offeror

52.204-22 Alternative Line Item Proposal (Jan 2017)

52.204-29 Federal Acquisition Supply Chain Security Act Orders-Representation and Disclosures (Dec 2023)

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

52.209-2 Prohibition on Contracting with Inverted Domestic Corporations - Representation (Sep 2025)

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

52.209-12 Certification Regarding Tax Matters (Oct 2025)

52.215-1 Instructions to Offerors-Competitive Acquisition (Nov 2021)

52.217-5 Evaluation of Options (July 1990)

52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2021)

52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation (Feb 1999)

52.222-25 Affirmative Action Compliance (Apr 1984)

52.222-48 Exemption from Application of the Service Contract Labor Standards for Maintenance, Calibration, or Repair of Certain Equipment–Certification (Nov 2025)

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. (June 2020)

52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (Jul 2025)

52.233-2 Service of Protest (Sep 2025)

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

AGAR Provisions

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

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

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

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

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

above requirements.

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

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

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

(End of Provision)