SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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

1. REQUISITION NUMBER	PAGE	OF
	1	18

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			12639526Q0089	06/17/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	STEPHEN TEES		06/16/2027 1700 CT

9. ISSUED BY	CODE	10. THIS ACQUISITION IS
USDA APHIS 250 MARQUETTE AVE SUITE410 MINNEAPOLIS MN 55401	APHIS-MN-1263	☒ 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): 541940

SIZE STANDARD: $10

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)	13b. RATING / 14. METHOD OF SOLICITATION
☒ SEE SCHEDULE		☐	☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
USDA-APHIS-VS-NVSL 1920 Dayton Avenue Ames IA 50010	APHIS-VS-NVSL-6197	USDA APHIS 250 MARQUETTE AVE SUITE410 MINNEAPOLIS MN 55401	APHIS-MN-126395

17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE

TELEPHONE NO.

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

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
	Delivery: 09/01/2026 Period of Performance: 09/01/2026 to 08/31/2031				
0001	Diagnostic testing services in accordance with the incorporated terms and conditions, Performance Work Statement, and Diagnostic Services Price List.				

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

25. ACCOUNTING AND APPROPRIATION DATA

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

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

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

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
		ROBERT J. ZEGLIN	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

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

NAHLN Diagnostic Testing Services
12639526Q0089

Statement of Requirement

This requirement is to obtain diagnostic testing services from NAHLN approved laboratories. See Attachment 1 – Performance Work Statement for a complete list of requirements.

Schedule of Items

CLIN 0001 Diagnostic testing services in accordance with the incorporated terms and conditions, Performance Work Statement, and Diagnostic Services Price List.

Estimated Quantities Per Year

Testing Number	Schedule of Testing Services	Unit	Quantity
1. Culture/Isolation Services			
1.01	Virus Isolation for the detection of influenza A virus (IAV); or other disease/agents, as directed.	Per sample	10-1,000
1.03	Culture and sensitivity for disease agents as specified.	Per isolate	10-1,000
1.04	Aerobic culture and identification of common endemic bacterial pathogens (no enrichment or supplemental testing required).	Per sample	10-1,000
2. Immuno Assay Services			
2.01	Enzyme-linked immunosorbent assay (ELISA) (g1 or gB) for the detection of pseudorabies virus (PRV); or other disease/agents, as directed.	Per sample	10-1,000
2.03	Enzyme-linked immunosorbent assay (ELISA) for the detection of bovine spongiform encephalopathy (BSE); or other disease/agents, as directed.	Per sample	10-5,000
2.04	Enzyme-linked immunosorbent assay (ELISA) for the detection of classical swine fever (CSF); or other disease/agents, as directed.	Per sample	10-1,000
2.05	Immunohistochemistry for the detection of scrapie; or other disease/agents, as directed.	Per slide	10-1,000
2.08	Enzyme-linked immunosorbent assay (ELISA) for the detection of influenza A virus (IAV) in milk; or other disease/agents, as directed.	Per sample	10-100,000
3. Molecular Services			
3.01	Polymerase chain reaction (PCR; one extraction and amplification) for the detection of influenza A virus (IAV), exotic Newcastle disease virus (END), classical swine fever (CSF), or foot-and-mouth disease virus (FMD); or other disease/agents, as directed.	Per sample	10-100,000
3.02	Polymerase chain reaction (PCR; second amplification from extraction) for the detection of influenza A virus (IAV); or other disease/agents, as directed.	Per sample	10-1,000
3.03	Polymerase chain reaction (PCR; third or more amplification from extraction) for the detection of influenza A virus (IAV); or other disease/agents, as directed.	Per sample	10-1,000
3.04	Multiplex polymerase chain reaction (PCR). One extraction per PCR reaction, with two separate primer/probe sets used per reaction to detect up to two different animal diseases, as directed.	Per sample	10-1,000
3.08	Sequencing (Sanger or similar method) hemagglutinin gene only for the detection of A virus (IAV); or other disease/agents, as directed.	Per sample	10-1,000
3.09	Sequencing (Sanger or similar method) neuraminidase gene only for the detection of A virus (IAV); or other disease/agents, as directed.	Per sample	10-1,000
3.10	Whole genome sequencing (Next Generation method) of bacterial or viral isolates. Data provided must meet the appropriate minimum criteria provided by the NVSL Reference Laboratories for the specific pathogen.	Per sample	10-1,000
4. Other			
4.06	Accessioning fee for retrieving data from laboratory LIMS	Per result	10-1,000
5.01	Morphologic Evaluation-NWS	Per sample	10-1,000

Technical Data

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

1. Solicitation Attachments
   The following documents are included as attachments to this solicitation:
   - Attachment 1 – Performance Work Statement
   - Attachment 2 – Diagnostic Services Price List
   - Attachment 3 - Class Justification and Approval

2. External Website Access
   Additional technical data, including reference materials, is available at the following website: https://www.aphis.usda.gov/labs/nahln

Ordering Procedures

The following ordering procedures will apply to all orders issued under a resultant IDIQ contract:

a) All task orders are subject to the terms and conditions of the resultant IDIQ contract.

b) Only an authorized Government Contracting Officer may issue task orders under the resultant IDIQ contract.

c) No services may be rendered, and no payment will be made, unless authorized by a task order.

d) The Contractor must maintain an active SAM registration to be eligible for task orders under the IDIQ contract. A lapse in SAM registration during the contract period of performance will render the Contractor ineligible for future task orders until an active registration is reestablished.

e) Task orders may be issued orally by an authorized Government Contracting Officer and will be effective on the date of issuance. When an oral task order is issued, a written copy will be provided to the Contractor within ten (10) calendar days.

Services will be ordered through the issuance of individual task orders as the requirements of the U.S. Department of Agriculture (USDA) are defined. The quantities listed in the Estimated Quantities Per Year are estimates only and are not intended to convey a minimum or maximum quantity that will be ordered by the Government.

Period of Performance

The contract will consist of five (5) one year ordering periods. The specific start and end dates for each ordering period will be established at the time of award. The total ordering period of the resultant IDIQ contract will not exceed sixty (60) months.

The ordering periods are defined as follows:

Ordering Period 1: [One year period to be inserted at time of award], est. 9/1/2026-8/31/2027
Ordering Period 2: [One year period to be inserted at time of award], est. 9/1/2027-8/31/2028
Ordering Period 3: [One year period to be inserted at time of award], est. 9/1/2028-8/31/2029
Ordering Period 4: [One year period to be inserted at time of award], est. 9/1/2029-8/31/2030

Ordering Period 5: [One year period to be inserted at time of award], est. 9/1/2030-8/31/2031

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

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

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

52.252-2 Clauses Incorporated by Reference Feb 1998

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

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

The following clauses are applicable:

52.203-6	Restrictions on Subcontractor Sales to the Government (Jun 2020) with Alternate I (Nov 2021) of 52.203-6
52.203-13	Contractor Code of Business Ethics and Conduct (Nov 2021)
52.204-13	System for Award Management—Maintenance (Nov 2025)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2025)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Sep 2025)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Sep 2025)
52.219-8	Utilization of Small Business Concerns (Nov 2025)

52.222-3 Convict Labor (June 2003)
52.222-19 Child Labor—Cooperation with Authorities and Remedies (Nov 2025)
52.222-35 Equal Opportunity for Veterans (Nov 2025)
52.222-36 Equal Opportunity for Workers with Disabilities (Nov 2025)
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)

This Statement is for Information Only:
It is not a Wage Determination

Employee Class	Monetary Wage -- Fringe Benefits
30210 Laboratory Technician Equivalent Federal Classification: GS 6, Step 8	As identified in applicable wage determinations; laboratories can locate the wage determination applicable to their place of performance at https://sam.gov/wage-determinations

52.222-44 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014)
52.222-54 Employment Eligibility Verification (Nov 2025)
52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)
52.222-90 Addressing DEI Discrimination by Federal Contractors (Apr 2026)
52.223-23 Sustainable Products and Services (Nov 2025)
52.232-33 Payment by Electronic Funds Transfer— System for Award Management (Oct 2018)
52.240-93 Basic Safeguarding of Covered Contractor Information Systems (No 2025)

Other Applicable Clauses

52.216-18 Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through five (5) years. The specific ordering period dates will be inputted into this clause at the time of award.

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

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

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

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

(3) If sent electronically, the Government either—

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

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

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

(End of clause)

52.216-19 Order Limitations (OCT 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than $1,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

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

(2) Any order for a combination of items in excess of $25,000,000; or

(3) A series of orders from the same ordering office within 14 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 14 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 Indefinite Quantity (Nov 2025)

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

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

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

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract more than one (1) year after the end of the contract's period of performance. The specific date will be inputted into this clause at the time of award.

(End of clause)

52.217-8 Option to Extend Services (Nov 1999)

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

(End of clause)

AGAR Clauses

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

AGAR 452.203-72 Unenforceable Supplier Terms (MAY 2026)

(a) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Non-binding Actions. Neither the Government nor any Government authorized end user is deemed to have consented to any term, condition, or clause by virtue of its inclusion in the supplier agreement or through the use of clickwrap, browsewrap, "I agree" mechanisms, or similar means. Execution of such mechanisms does not bind the Government or its authorized end users to any unenforceable terms.

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

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

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

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

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

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

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

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

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

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

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

(q) Confidential information. If the supplier agreement includes a confidentiality clause, such clause is amended to state that neither the agreement nor the contract price list, as applicable, must be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in the supplier agreement to the contrary, the Government may retain any confidential information as required by law, regulation, or its internal document retention procedures for legal, regulatory, or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of the supplier agreement.

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

(End of Clause)

452.204–70 Modification for Contract Closeout (Apr 2026)
(a) If unliquidated funds in the amount of $1000 or less remain on the contract, the Contracting Officer (Contracting Officer) may issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but is not required to provide a signature. The Contracting Officer will immediately proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

(b) For commercial contracts not exceeding the simplified acquisition procedure threshold under FAR 12.001(c), if more than $1,000 in unliquidated funds remain at closeout, the Contracting Officer will issue a bilateral deobligation modification. Only the modification requires the contractor's signature, though a Release of Claims may be requested. If the required documents are not returned within 60 days, the Contracting Officer will issue a unilateral modification and proceed with closeout once performance is complete, acceptance is confirmed, and final payment is made.

(c) For all other non-commercial or non–cost-reimbursement contracts, if more than $1,000 in unliquidated funds remain at closeout, the Contracting Officer will issue a bilateral deobligation modification and a Release of Claims, both requiring contractor signature. If these documents are not returned within 120 days, the Contracting Officer will issue a unilateral modification u and proceed with closeout upon completion of performance, acceptance, and final payment.

(End of Clause)

452.216-74 Ceiling Price (Apr 2026)

The ceiling price of this contract is $25,000,000. The contractor must not make expenditures nor incur obligations in the performance of this contract, which exceeds the ceiling price specified herein, except at the contractor's own risk.

(End of Clause)

Solicitation Information

Solicitation Period

The solicitation will remain open for one year. The Government may begin evaluating quotes as they are received, awards may be made beginning 30 days after the solicitation is published, and the Government may make awards up to 30 days after the solicitation closes. Quotes received after the solicitation closes will not be considered. During the solicitation open period, quotes will be evaluated as they are received.

Award Type

It is anticipated that multiple single-award Indefinite Delivery Indefinite Quantity (IDIQ) contracts with Firm-Fixed-Price (FFP) task orders will be awarded as a result of this solicitation. The total duration of the IDIQ contracts will consist of five (5) one-year ordering periods with the total duration not exceeding five (5) years.

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. Awards will be made to the offerors representing the best value to the Government.

Price:

The offeror must provide pricing as requested in Attachment 2 – Diagnostic Services Price List of this Request for Quote. The Price List must be completed in accordance with the highlighted instructions in the Excel worksheet. The offeror’s quotation will be evaluated in accordance with FAR 12.204, to determine if it is fair and reasonable.

All pricing must be firm-fixed-price and include all costs necessary to perform the required work in a complete and acceptable manner, including but not limited to general and administrative expenses, profit, labor, materials, safety equipment, facilities, licenses, and any special permits required for the

identified diagnostic services, in accordance with applicable local, State, and Federal regulations, as well as NVSL and participating laboratory standard operating procedures (SOPs).

Offerors are strongly encouraged to submit their most competitive pricing in their initial quotation. If the Government determines that pricing for any testing service is not fair and reasonable, the Government may request a revised price for that specific line item. If the offeror does not submit a revised price, or if the revised price remains unreasonable, that testing service will be excluded from award consideration.

Technical Acceptability:

The United States Department of Agriculture (USDA) has a requirement for diagnostic testing services for endemic animal diseases of high consequence and foreign animal diseases. These services may only be performed by laboratories approved for membership in the National Animal Health Laboratory Network (NAHLN) that are authorized and qualified to conduct the required diagnostic assays on approved samples. See Attachment 3 – Class Justification and Approval.

The Technical capability will be evaluated to determine an overall rating of "acceptable" or "unacceptable". To be considered technically acceptable, the laboratory's quote must provide evidence of its approved status, such as verification through the publicly available All NAHLN Laboratory List at https://www.aphis.usda.gov/sites/default/files/all-nahln-lab-list.pdf.

In addition, the quote must provide a one-page cover sheet including:

- Laboratory name and physical address
- Name, phone number, and email address of the point of contact authorized to negotiate and sign on behalf of the laboratory
- SAM Unique Entity Identifier (UEI)

Quotations offering services from laboratories that are not NAHLN-approved will not be considered and will be deemed technically unacceptable.

Only quotations determined to be technically acceptable will be considered for award.

Evaluation Method:

All quotations will be evaluated to identify the offerors that are technically acceptable based on the stated evaluation criteria. Once the technically acceptable offerors are identified, their prices will be evaluated to determine whether they are fair and reasonable.

Awards will be made to the offerors whose quotes are determined to be technically acceptable rated, provided that:

- The proposed price is fair and reasonable

Tradeoffs will not be conducted.

Scope Consideration

If a contracted laboratory receives approval to perform additional tests after award, the contract scope may be expanded to include those tests only through a formal contract modification. Issuance

of the modification will be contingent upon a determination that the pricing for the additional tests is fair and reasonable.

Service Contract Labor Standards

The Service Contract Labor Standards could apply to any contracts awarded through this multiple single-award solicitation. Vendors are responsible for identifying the applicable wage determination for their proposed place of performance. Wage determinations can be located at https://sam.gov/wage-determinations.

Offerors may request wage determinations prior to quote submission. The Contracting Officer will obtain wage determinations for places of performance if asked to do so in writing. Offerors who intend to perform in a place or area of performance for which a wage determination has not been requested may nevertheless submit quotes. However, a wage determination shall be incorporated in the resultant contract, and there shall be no adjustment to the contract price.

Noncompetitive Contract Action

See Attachment 3 - Class Justification and Approval

52.252-1 Solicitation Provisions Incorporated by Reference Feb 1998

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

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

FAR 52.212-1 is amended as follows:

Period for acceptance of offers.

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

Questions

Questions shall be submitted via email to Stephen.Tees@usda.gov and are due no later than July 2, 2026, at 12:00 PM Central Time. This will ensure enough time to respond before the initial award period, which may begin 30 days after the solicitation is published. Please include the solicitation name and number as the subject line of the email.

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)

52.209-2 Prohibition on Contracting with Inverted Domestic Corporations - Representation (Sep 2025)
52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Sep 2025)
52.240-90 Security Prohibitions and Exclusions Representations and Certifications (Nov 2025)

The following provisions are applicable if checked:

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2024)
52.204-7 System for Award Management—Registration (Nov 2025)
52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (Jul 2025)

Other Applicable FAR Provisions

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)

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.