SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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

1. REQUISITION NUMBER: 1170839

PAGE 1 OF 19

2. CONTRACT NO.

3. AWARD/ EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 1232SA26Q0877

6. SOLICITATION ISSUE DATE: 06/30/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: RICHARD HAWTHORNE

b. TELEPHONE NUMBER (No collect calls): 6626865296

8. OFFER DUE DATE/LOCAL TIME: 07/10/2026 1700 ET

9. ISSUED BY CODE ARS-1232SA

USDA ARS ACQUISITION AND PROPERTY D
5601 SUNNYSIDE AVENUE
RM 3-2102
BELTSVILLE MD 20705

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % FOR:

☒ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 561730

SIZE STANDARD: $9.5

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 ARS-1233GR

NEA COOL AND COLD WATER AQUACULTURE
11861 LEETOWN ROAD
KEARNEYSVILLE WV 25430

16. ADMINISTERED BY CODE ARS-1232SA

USDA ARS ACQUISITION AND PROPERTY D
5601 SUNNYSIDE AVENUE
RM 3-2102
BELTSVILLE MD 20705

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
	Delivery: 365 Days After Award				
0001	NCCCWA Lawn Care Maintenance 30 units	30	EA		
0002	NCCCWA mulching	1	EA		
	(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)*: AMBER M. SAMPSON

31c. DATE SIGNED

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

Description -

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Part 12. This announcement constitutes the only solicitation. Quotations are being requested and a separate written solicitation will not be issued.

Solicitation number 1232SA26Q0877 is issued as a Request for Quotation (RFQ) for Grounds Maintenance.

This acquisition is set-aside for small business concerns. The applicable North American Industry Classification Standard Code is 561730 The small business size standard is $9.5M This acquisition is a Total Small Business Set-Aside. All responsible sources may submit a quotation which will be considered by the agency.

The USDA, ARS, in Kearneysville, WV has a new requirement for Lawn Care Maintenance.

Service Required:

1.1 Mowing (30 Visits)

- Mowing the grounds that consist of 8± acres
- Mowing height shall be no less than 3inches and no higher than 3.5 inches.

1.2 Trimming (30 Visits)

- Trimming shall be performed in all areas that cannot be reached by mowing, including around curbs, trees, fixed objects, and fences

1.3 Clipping Removal (30 Visits)

- Clippings that get blown onto sidewalks, roadways and curbs shall be removed from these areas.

1.4 Mulching (Annual)

The intent is to award a contract of a Base Year plus 4 Option Years. Estimated dates:

Base Year – 7-20-26 to 7-19-27
Option Year 1 – 7-20-27 to 7-19-28
Option Year 2 – 7-20-28 to 7-19-29
Option Year 3 – 7-20-29 to 7-19-30
Option Year 4 – 7-20-30 to 7-19-31

Incumbent Contract Information:
Services described in this solicitation were being performed under contract number 12305B22P0106. The historical annual expenditure for these services was approximately $550.00 per visit, or $16,500.00 annually for just the lawn maintenance. This information is provided for informational purposes only to assist offerors in preparing their quotes.

Award Type

The Government intends to make one award from this solicitation. Therefore, to be considered responsive, contractors must submit pricing for all items.

Evaluation and Basis for Award

The provision at FAR 52.212-2, Evaluation—Commercial Products and Commercial Services is not applicable to this solicitation. In lieu of this provision, quotes will be evaluated in accordance with FAR 12.203 based on the criteria listed below. Award will be made on a Lowest Price Technically Acceptable (LPTA) basis.

The Government anticipates award of a firm-fixed-price contract to the responsible Contractor whose quote meets all technical requirements and offers the lowest price. In accordance with streamlined procurement procedures, the Government will evaluate quotes based on two factors: Technical Capability and Price.

Technical Capability will be evaluated on a pass/fail (acceptable/unacceptable) basis. To be considered for award, the quote must be rated "Technically Acceptable." Award will be made to the lowest-priced quote among those determined to be technically acceptable.

Technical Evaluation Ratings

- **Technically Acceptable:** The quote meets or exceeds all minimum functional and performance specifications listed in this solicitation and the attached requirements.
- **Technically Unacceptable:** The quote fails to meet one or more minimum functional and performance specifications listed in this solicitation and the attached requirements.

Submission Requirements:
To be considered, provide a quote on company letterhead including:

- **Vendor Details**: SAM.gov UEI Number.
- **Technical Documentation**: Provide a brief Capability Statement listing the equipment and number of personnel to be used and a "meets/does not meet" statement confirming your ability to fulfill all tasks and frequencies in the SOW.
- **Self-Performance/Subcontracting:** State whether work will be self-performed or subcontracted; if subcontracting, provide the subcontractor's company name and a signed Letter of Commitment from the subcontractor confirming they have reviewed the PWS and are prepared to perform the services at the proposed price for the total contract period of performance.
- **Pricing:** The total aggregate price for the Base Year and all Option Years (complete below price list).
- **Timeline**: Estimated lead time/delivery date.
- **Validity**: Quote must be valid for at least 60 days after RFQ close date.

Offerors shall identify where the offered item meets or does not meet each of the Government's functional and performance minimum specifications listed herein.

Please ensure all email correspondence includes the solicitation number in the subject line. Emails without the RFQ number in the subject line may not be seen, read, and /or reviewed and therefore disqualified from consideration.

QUESTIONS REGARDING THIS RFQ ARE DUE TO RICHARD HAWTHORNE at Richard.hawthorne@usda.gov NO LATER THAN 1:00 p. m. ET, July 8, 2026. Questions will only be accepted via email and WILL NOT be answered if received after this date/time.

QUOTES REGARDING THIS RFQ ARE DUE TO RICHARD HAWTHORNE at Richard.hawthorne@usda.gov NO LATER THAN 5:00 p. m. ET, July 10, 2026.

Performance Location:
USDA, ARS, NEA, AFRS
11861 Leetown Road
Kearneysville, WV 25430

Site Visit Information

- **Date/Time:** 10am, ET, Monday July 6th, 2026
- **Meeting Location**: 11861 Leetown Road Kearneysville, WV 25430, back of building near loading dock.
- **POC for Access:** Aaron May, 304-582-1209, aaron.may@usda.gov
- **Inquiries:** The POC is for site visit coordination and physical access only. The POC is not authorized to discuss the RFQ, technical specifications, or contract terms. All formal inquiries and Requests for Information (RFIs) must be submitted in writing to the Contract Specialist at Richard.hawthorne@usda.gov. Any information obtained from unauthorized sources is unofficial and non-binding. Bidders who attempt to bypass formal RFI procedures or seek an unfair competitive advantage through unauthorized technical contact may have their proposals found non-responsive.

Price List

CLIN	Period	Service Description	Qty	Unit	Unit Price	Total Annual Price
0001	Base	Lawn Maintenance	30	Ea		
0002	Base	Mulching	1	Ea		
1001	OY1	Lawn Maintenance	30	Ea		
1002	OY1	Mulching	1	Ea		
2001	OY2	Lawn Maintenance	30	Ea		
2002	OY2	Mulching	1	Ea		
3001	OY3	Lawn Maintenance	30	Ea		
3002	OY3	Mulching	1	Ea		
4001	OY4	Lawn Maintenance	30	Ea		
4002	OY4	Mulching	1	Ea		
Total Base Year Amount						
Total price (Base + 4 option years)						

PERFORMANCE WORK STATEMENT (PWS)

USDA NCCCWA Grounds and Lawn Care Maintenance

1.0 General Information

1.1 Scope of Work

The Contractor shall provide all supervision, labor, insurance, tools, materials, and equipment to perform complete lawn mowing, trimming, and annual tree mulching services at the USDA National Center for Cool and Cold Water Aquaculture (NCCCWA) located at 11861 Leetown Road, Kearneysville, WV 25430. The performance area consists of approximately 8± acres of maintainable grounds with approximately 20 trees requiring annual mulch.

The Contractor shall preserve and protect all Government property. Any damage caused by Contractor operations shall be immediately reported to the Technical Point of Contact (TPOC) and restored to original condition at no additional expense to the Government. All restoration activities require prior approval.

2.0 Technical Requirements and Tasks

2.1 Lawn Care Maintenance (Maximum 30 Visits Per Year)

Each individual service visit must encompass mowing, trimming, and clipping removal concurrently:

- **2.1.1 Mowing**: Cut turf across the entire 8± acre grounds to a uniform height between 3.0 inches minimum and 4.0 inches maximum to prevent turf stress.
- **2.1.2 Trimming and Edging**: Perform string trimming around all curbs, trees, fixed objects, buildings, signposts, and fence lines to match the surrounding mow height.
- **2.1.3 Clipping Removal:** Immediately clear all grass clippings blown onto sidewalks, facility roadways, parking areas, and curbs. Clippings shall not be left on paved surfaces.
- **2.1.4 Service Coordination and Weather Adjustments**: To prevent unnecessary service during periods of drought, excessive heat, or seasonally cold weather when grass growth is minimal, mowing may not be required. The Contractor must coordinate with the TPOC prior to any scheduled service visit to confirm that site conditions warrant mowing. If the Contractor performs a service visit without contacting the TPOC, or after being explicitly directed to defer service, the Government is not obligated to pay for that visit, and it will not count toward the annual 30-visit ceiling.

2.2 Annual Tree Bed Mulching (1 Job Per Year)

Comprehensive tree mulching shall be performed once per contract year, typically scheduled in early spring as directed by the TPOC:

- **2.2.1 Base Year (Bed Creation):** Establish defined mulch rings around all trees by cutting a clean edge into the turf, completely removing sod/weeds within the ring boundary, and applying a foundational layer of mulch.
- **2.2.2 Option Years 1–4 (Bed Maintenance):** Maintain established tree rings by re-defining the cut edge to prevent grass encroachment, pulling weeds, and applying a top-dress layer of mulch to restore full coverage.
- **2.2.3 Application Specifications:** Apply mulch to a uniform depth of two (2) inches. Maintain a mandatory two (2) inch clear gap between the mulch bed and the tree trunk bark to ensure proper air circulation and prevent bark rot.

3.0 Schedule and Operations

3.1 Period of Performance

The contract structure consists of a 12-month Base Year and four (4) individual 12-month Option Years. The Base Year and Option Years 1-4 each include up to 30 Mowing Visits and 1 Annual Mulching Job per year.

3.2 Hours of Operation

All operations must be performed during normal business hours: 6:30 am to 3:30 pm, Monday through Friday, excluding official federal holidays unless explicitly authorized in writing.

4.0 Personnel and Security Requirements

- **Attire:** Personnel must wear clean, professional work clothing suitable for commercial landscaping tasks (e.g., company shirts or standard industrial apparel). Shredded clothing, tank tops, or apparel with offensive graphics are strictly prohibited.
- **Access Control:** All Contractor personnel must register their exact arrival and departure times in the Location Visitor's Log located at the main facility entry point before commencing and upon completing work.

Google Maps

11861 Leetown Rd

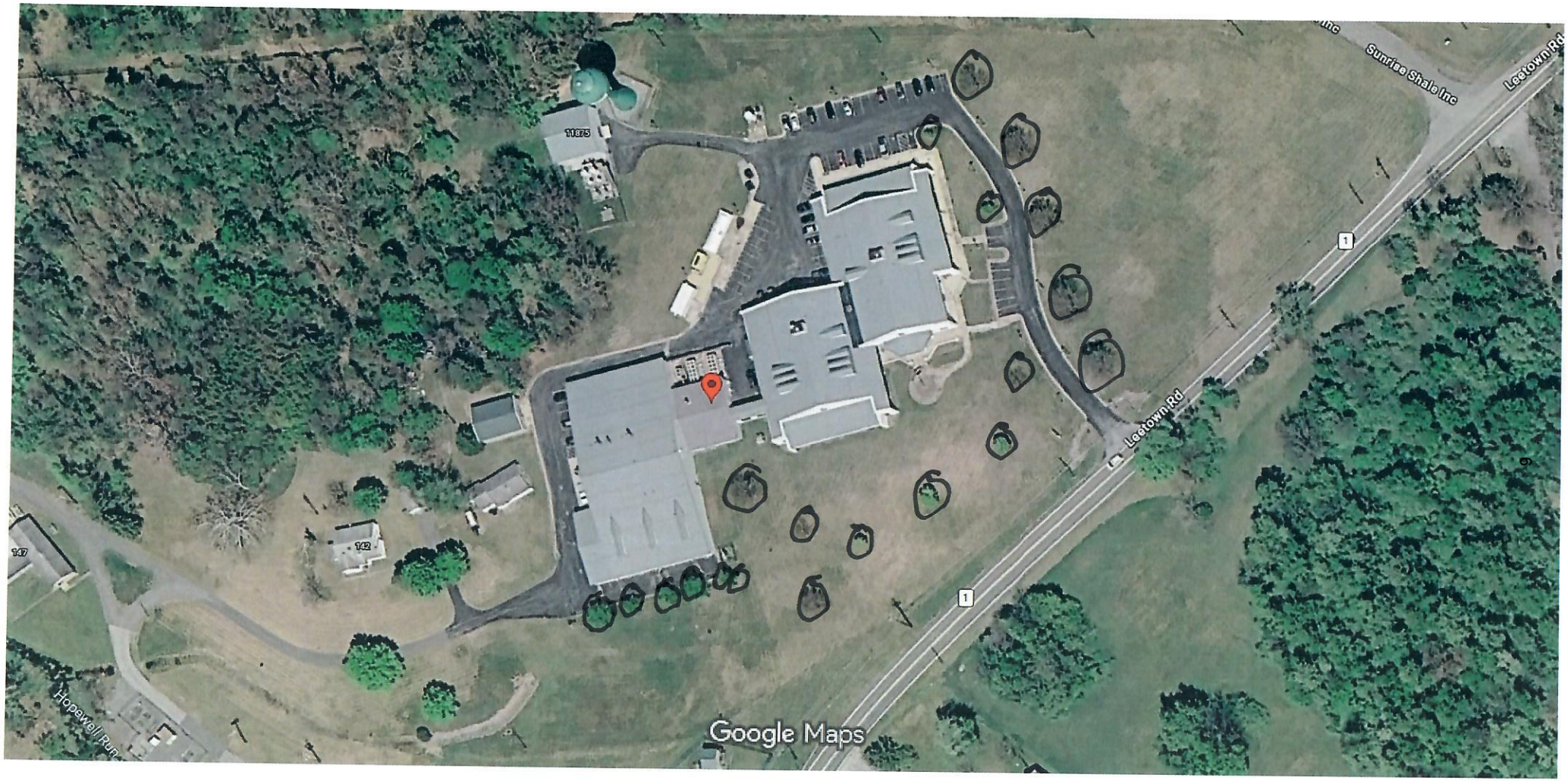
Lawn to be Mowed

Imagery ©2026 Airbus, Maxar Technologies, U.S. Geological Survey, Map data ©2026 Google 100 ft

Google Maps

11861 Leetown Rd

Trees to mulch



Imagery ©2026 Airbus, Maxar Technologies, U.S. Geological Survey, Map data ©2026 Google 50 ft

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)
☐ Alternate I (Nov 2025) of 52.212-4
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)
☐ Alternate I (Nov 2025) of 52.222-50
52.222-90 Addressing DEI Discrimination by Federal Contractors (Apr 2026)
52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
52.232-39 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)
☐ Alternate I (Nov 2025) of 52.240-91
52.244-6 Subcontracts for Commercial Products and Commercial Services (Nov 2025)

The following clauses are applicable if checked:

☒ 52.204-13 System for Award Management—Maintenance (Nov 2025)
☒ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2025)
☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Sep 2025)
☒ 52.219-6 Notice of Total Small Business Aside (Nov 2025)

☐ Alternate I (Mar 2020).

☒ 52.222-3 Convict Labor (June 2003)

☒ 52.222-19 Child Labor—Cooperation with Authorities and Remedies (Nov 2025)

☒ 52.222-36 Equal Opportunity for Workers with Disabilities (Nov 2025)

☐ Alternate I (Jul 2014) of 52.222-36

☒ 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
Gardener (WG-06)	$22.84 -- 36.25%

☒ 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)

☒ 52.223-23 Sustainable Products and Services

☒ 52.232-33 Payment by Electronic Funds Transfer— System for Award Management (Oct 2018)

Other Applicable Clauses

52.217-9 Option to Extend the Term of the Contract (Mar 2000)
(a) 30 Calendar days prior to contract expiration and 30 days

AGAR Clauses

452.203-71 Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Compliance (Dec 2025)

(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

(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 shall govern and supersede any supplier terms in all cases.

(c) Authorization Required. Notwithstanding any other provision, no supplier terms shall 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, earlytermination fees, cancellation fees, minimum purchase commitments, trueup payments, seatcount minimums, usage minimums, continueduse 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 nonpayment, 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 shall bind the ordering activity as the end user to the extent it does not conflict with the terms of this clause, but it shall 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 shall 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 shall 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 shall 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 shall 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, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in the supplier agreement to the contrary, the Government may retain any confidential information as required by law, regulation, or its internal document retention procedures for legal, regulatory, or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of the supplier agreement.

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

452.204–70 Modification for Contract Closeout (Nov 2025)
(a) If unliquidated funds in the amount of $1000 or less remain on the contract, the Contracting Officer (Contracting Officer) shall issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but will not be required to provide a signature. The Contracting Officer shall immediately proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.
(b) Upon contract closeout for contracts utilizing SAP: if unliquidated funds of more than $1000 remain on the contract, the Contracting Officer shall issue a bilateral modification for deobligation. The contractor will receive a copy of the modification and will be required to provide a signature. (The Contracting Officer may also request a "Contractor Release of Claims" be completed by the contractor, although not required for contracts and orders using SAP.) If the bilateral modification and Release of Claims are not returned to the Contracting Officer within 60 days, the Contracting Officer shall release the modification as unilateral and proceed with contract close-out upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.
(c) Upon contract closeout for contracts utilizing anything other than cost reimbursement, if unliquidated funds of more than $1000 remain on the contract, the Contracting Officer shall issue a bilateral modification for deobligation. The contractor will receive a copy of the modification and a ''Contractor Release of Claims'' and will be required to provide a signature on both forms. If the bilateral modification and Release of Claims are not returned to the Contracting Officer within 120 days, the Contracting Officer shall release the modification as unilateral and proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.
(End of Clause)

(END OF CLAUSES)

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)
52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)
52.209-2 Prohibition on Contracting with Inverted Domestic Corporations - Representation (Sep 2025)
52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Sep 2025)
52.240-90 Security Prohibitions and Exclusions Representations and Certifications (Nov 2025)

The following provisions are applicable if checked:

☒ 52.204-7 System for Award Management—Registration (Nov 2025)
☐ Alternate I (Nov 2025) to 52.204-7

Other Applicable FAR Provisions

52.217-5 Evaluation of Options (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:

(3) It is compliant with all applicable Federal anti-discrimination laws and the Equal Protection principles of the U.S. Constitution.
(4) 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)

(END OF PROVISIONS)

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

The USDA is committed to issuing solicitations and awarding contracts in a fair and prompt manner. The Ombudsman Program for Agency Protests (OPAP) was established to address protest issues within the agency, providing an alternative to costly and time-consuming litigation. Operating independently, OPAP offers relief comparable to that granted by the Government Accountability Office (GAO). Interested parties are encouraged to resolve concerns through USDA's internal Alternative Dispute Resolution (ADR) process before pursuing external forums such as the GAO. Concerns may be addressed informally or through a formal agency protest filed with either the Contracting Officer or the Ombudsman.

Informal Forum with the Ombudsman

1. **Initial Point of Contact:** Interested parties who believe a specific USDA procurement is unfair or otherwise defective should first direct their concerns to the applicable Contracting Officer.
2. **Escalation:** If the Contracting Officer is unable to address their concerns, interested parties are encouraged to contact the USDA Ombudsman for Agency Protests. Under this informal process, the agency is not required to suspend contract award performance. Utilization of the

informal forum does not suspend any time requirement for filing a formal protest with the agency or other forums.

3. **Required Information:** To ensure a timely response, interested parties should provide the following information to the Ombudsman: solicitation/contract number, contracting office, Contracting Officer, and solicitation closing date (if applicable).

Formal Agency Protest with the Ombudsman

1. **Effort to Resolve:** Prior to submitting a formal agency protest, protesters must first use their best efforts to resolve their concerns with the Contracting Officer through open and frank discussions.
2. **Independent Review:** If the protester's concerns remain unresolved, an Independent Review is available by the Ombudsman. The protester may file a formal agency protest with either the Contracting Officer or, alternatively, with the Ombudsman under the OPAP program. Contract awards or performance will be suspended during the protest period unless justified in writing for urgent and compelling reasons or determined in writing to be in the best interest of the Government.
3. **Resolution Timeline:** The agency's goal is to resolve protests within 35 calendar days from the date of filing.
4. **Required Information:** Protests shall include the information set forth in FAR 33.104(a)(3). Failure to submit the required information may result in a delay or dismissal of the protest.
5. **Timeliness:** Protests must be filed within the timeframes specified in FAR 33.104.
6. **Submission:** Formal protests under the OPAP program should be submitted electronically to SPE.inquiry@usda.gov and the Contracting Officer.

Election of Forum. By initiating a protest with the USDA, the protester agrees not to pursue the same matter with the Government Accountability Office (GAO) or any other external forum while the agency protest is pending. If a protest is filed externally, the agency protest will be dismissed.