Landscaping Services
1232SA26Q0835

Statement of Requirement
See "Attachment 2 - Statement of Requirements" for an overview of all requirements.

Schedule of Items
See "Attachment 5 – SF1449 Quote Submission Forms" for a complete schedule of items.

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
52.226-8 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)
☒ 52.222-3 Convict Labor (June 2003)
☒ 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)
☒ 52.222-41 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
11210 - Laborer, Grounds Maintenance	$19.24
3502 - Laboring	GS-6

☒ 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018)
☒ 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)
☒ 52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (Nov 2025)
☒ 52.223-23 Sustainable Products and Services (Nov 2025)
☒ 52.232-33 Payment by Electronic Funds Transfer— System for Award Management (Oct 2018)
☒ 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
☒ 52.237-3 Continuity of Services (Jan 1991)

Other Applicable Clauses

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

52.217-9 Option to Extend the Term of the Contract (Mar 2000)
(a) 15 Calendar days prior to contract expiration and 30 days
(c) five years.

52.219-28 Postaward Small Business Program Representation (Jan 2025)
52.242-15 Stop Work Order (Aug 1989)

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)

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)

Licenses and Permits

The Contractor shall be responsible for obtaining any necessary licenses and permits, giving all notice and complying with any applicable federal, state, local, and municipal laws, codes, ordinances, and regulations in connection with the business carried on under this contract.

Invoice Procedures
To invoice, the Contractor must first enroll in the Invoice Processing Platform (IPP) by visiting: https://www.ipp.gov/vendors/index.htm. Once enrolled, all invoices must be submitted electronically through IPP. The IPP is a Government-wide secure web-based payment information service offered free of charge to Government agencies and their suppliers by the U.S. Department of Treasury's Financial Management Service (FMS).

One-time enrollment in IPP means that you will receive a series of e-mails from Treasury services. The first email will have the IPP Logon ID and link to the IPP application. A second e-mail, containing the password will be sent within 24 hours. Once you receive these emails, please login to the IPP application and complete the registration process.

Benefits of registering with IPP include the ability for your company to create invoices directly from a contract award and submit them electronically, as well as:
- E-mail notification when invoice(s) are paid
- Online payment history
- Remittance download

E-mail notifications of payments are sent when a payment is distributed to your bank account and will include all pertinent payment information. The IPP Customer Support Desk is available to assist users Monday through Friday (excluding bank holidays) from 8:00AM - 6:00PM ET, including answering any questions related to accessing IPP or completing the registration process. Their tollfree number is (866) 973-3131 or they can be reached at: IPPCustomerSupport@fms.treas.gov.

SOLICITATION INFORMATION

Award Type
It is anticipated that a firm-fixed price purchase order consisting of one (1) one-year base period and four (4) one-year option periods shall be awarded as a result of this combined synopsis/solicitation. The total duration of this resulting award shall not exceed five (5) years.

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

Evaluation Criteria
The provision at Federal Acquisition Regulation (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.

Technical Capability
Technical capability will be evaluated based on the ability of the offeror to provide a sound and compliant approach that meets all requirements and shows a thorough understanding of them. It is the offeror's responsibility to ensure their quotation clearly demonstrates their capability to meet these requirements. All offerors must provide the following minimum information and documentation with their quotations to be considered responsive and have their offers evaluated:

- Ability of the offeror to meet requirements listed in the Statement of Requirements.
- Detailed explanation of the offeror's ability to perform. A simple statement of capabilities will not suffice. The offeror must address how they will accomplish each of the requirements listed in the Statement of Requirements.
- Detailed explanation of any requirement(s) listed in the Statement of Requirements that cannot be successfully accomplished by the offeror.

The Government is not responsible for locating or obtaining any information not identified in the quote. Failure to provide adequate documentation to show the ability to meet the requirements listed in the Statement of Requirements may affect the offeror's confidence rating and as a result decrease the chance of receiving the award.

Past Performance

Relevant Experience
The Government will consider the extent to which the offeror demonstrates experience performing work similar in scope, size, and complexity to the requirements of this solicitation. Greater consideration will be given to those whose experience reflects a strong alignment with the Government's needs.

Offerors shall provide at least five (5) *relevant* contracts (references) completed within the preceding five (5) year period.

Offerors shall also provide all teaming partners and critical subcontractors to include five (5) *relevant* contracts (references) completed within the preceding five (5) year period. A critical subcontractor is defined as an entity (subcontractor, teaming Contractor) other than the offeror itself that will perform at least 20% or more of the total proposed contract. In addition, the offeror shall also provide a consent letter executed by each of its proposed partners and critical subcontractors authorizing the release of adverse past performance information to the prime Contractor to allow the prime Contractor an opportunity to respond.

If no relevant contracts are available, the five (5) most recent contracts completed in the last five (5) years shall be used. Contracts listed may include those with the Federal Government, State and Local Governments or their agencies, and Commercial Customers. **If an offeror has no relevant past performance history, the offeror must affirmatively state that it possesses no relevant past performance history.**

The Government will evaluate the offeror's past performance to assess the degree of confidence that the offeror will successfully perform the required effort. The evaluation will consider **recency**, **relevancy**, and **quality** of past performance.

Recency:
Past performance information must be from efforts performed within the **last five (5) years** from the date of solicitation issuance. More recent performance may be given greater weight.

Relevancy:

The Government will assess how closely the offeror's past performance aligns with the scope, size, complexity, and type of work described in this solicitation. The Government will make an independent determination of relevancy of the data provided or obtained. Relevancy will be rated as:

- Very Relevant – Essentially the same scope and complexity.
- Relevant – Similar in scope and complexity.
- Somewhat Relevant – Some similarities in scope or complexity.
- Not Relevant – Little or no similarity.

Quality of Performance:
The Government will evaluate the quality of the offeror's performance on prior or current awards, including:

- Timeliness of performance
- Technical quality of work
- Business relations
- Customer satisfaction
- Adherence to terms

The Government may utilize any references provided by the Offeror, along with information available from past awards/orders with the USDA and other Government agencies including but not limited to any information found using sources such as Federal Government sources or the Contractor Performance Assessment Reporting System (CPARS), System for Award Management (SAM), past performance questionnaires, and other verifiable references. The Government reserves the right to limit or expand the number of references it decides to contact and to contact references other than those provided by the offeror.

An active registration at SAM.gov is required at the time of quote submission or the quote will not be accepted. Furthermore, the review of an offeror's SAM registration shall include checking for any exclusions, proceedings, Termination(s) for Default/Cause, or Administrative Agreement(s) on the "Responsibility / Integrity" page and any Debt(s) Subject to Offset under "Financial Information" on the "Core Data" page. Any of the aforementioned items being found on the offeror's SAM registration may affect the offeror's confidence rating and as a result decrease the chance of receiving the award.

Confidence Assessment:
Based on the recency, relevancy, and quality of past performance, the Government will assign one of the following confidence ratings:

- High Confidence – Government has a high expectation of successful performance.
- Some Confidence – Government has a reasonable expectation of success.
- Low Confidence – Government has concerns about successful performance.
- Neutral Confidence – No relevant past performance available; no positive or negative inference will be made.

Note:* Offerors without a relevant past performance record will not be rated favorably or unfavorably but will receive a **Neutral Confidence rating.

Price
The offeror shall provide pricing as requested in the attachment titled "Attachment 5 - SF1449 Quote Submission Forms". Total price evaluation will be for the base and all option periods. Failure to propose pricing for the base period and all option periods on individual line items may result in a quotation being excluded from further consideration. Any quantity price discounts and discounts for prompt payment should be included in this section. The offeror's quotation will be evaluated in accordance with FAR 12.204, to determine if it is fair and reasonable.

Evaluation Method:
The Government intends to evaluate quotations using a **comparative evaluation** methodology. This means that all quotations will be compared against one another to determine which provides the **best value** to the Government, based on the evaluation factors outlined in this solicitation. The Government may consider quotations that **exceed minimum requirements** and offer **additional value or benefits**, even if they are not the lowest priced. As such, the award will not necessarily be made to the lowest-priced offeror. However, **formal tradeoff procedures will not be conducted**. The award shall be made to the offeror whose quote is determined to provide the overall best value to the Government.

Rejection of Unreasonable Quotes:
The Government may reject any quotation that is evaluated to be unreasonable in terms of commitments, including contract terms and conditions, or unreasonably high or low in cost when compared to Government estimates or price competition, such that the quotation is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks that are involved.

Performance Information
The USDA requires complete performance of all items within a **1 year (12 months, 365 days)** period**.** Early completion will not be accepted.

Service Locations:
Items shall be performed at the following addresses:

(a) USDA-ARS Horticultural Crops Production and Genetic Improvement Research Unit (PGIRU)
3420 NW Orchard Ave,
Corvallis, OR 97330

(b) USDA-ARS Forage Seed and Cereal Research Unit
3450 SW Campus Way,
Corvallis, OR, 97331

(c) USDA-ARS National Clonal Germplasm Repository (NCGR)
33447 Peoria Road,
Corvallis, OR 97333

Qualification Requirements
Offerors, or the product or service, are not required to meet a qualification requirement to be eligible for award.

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:
Quotations must be prepared in accordance with the instructions in this section, providing all required documents and information in the format specified. Failure of a quotation to show compliance with these instructions may be grounds for exclusion of the quotation from further consideration. The quotation shall clearly and concisely describe the Offeror's response to the requirements of the solicitation. Offerors shall acknowledge receipt of any/all amendments to this solicitation by the date and time specified in the amendment(s).

Quote submission must include:
(1) A completed copy of "Attachment 5 – SF1449 Quote Submission Forms" that includes the following information:
- The solicitation number;
- The name, address, SAM Unique Entity ID number, telephone number, and email address of the Offeror;
- Pricing for all items which prices are requested for set opposite each item; and
- Names, titles, telephone numbers, and email addresses of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation.

(2) Acknowledgement of any solicitation amendment(s).

(3) Active registration at SAM.gov (required at time of quote submission or your quote will not be accepted).

(4) Supporting documentation that describes and demonstrates in specific detail how the quoted service(s) will be performed to meet or exceed the minimum salient characteristics/ requirements of the item(s) being requested.

Submissions
All quotes are to be submitted electronically. The Offeror shall provide an electronic copy via email to the Contracting Officer/Contract Specialist/Purchasing Agent in Adobe PDF format.

Late quotes after the established deadline may be considered only if it is in the Government's best

interest and if it will not unduly delay award.

Period for acceptance of offers
The Offeror agrees to hold the prices in its offer firm until at least the Government's 2026 fiscal year (FY26) end of **September 30, 2026 (09/30/2026)**. By this date the determination shall be made of whether an award can be issued from one of the offers that was received. If an award is unable to be made from one of the offers received then time permitting the solicitation may be amended or cancelled and reissued. If insufficient time remains then the requirement itself may be cancelled and recompeted next fiscal year if funding is available within the current budget. If no notice has been given of an amendment, re-solicitation, or cancellation of the requirement then the award determination remains pending. If an Offeror has not received an award notice by 09/30/2026 then either their offer was not selected for award or NO award was able to be made before the FY26 funds expired.

Questions
Questions shall be submitted via email to the Primary Point of Contact and Secondary Point of Contact (if applicable) and are due no later than 72-hours prior to the close date/time/time zone listed in the "Date Offers Due" field. 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.

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)
☒ 52.222-52 Exemption from Application of the Service Contract Labor Standards for Certain Services-Certification (Nov 2025)

Other Applicable FAR Provisions
52.217-5 Evaluation of Options (Nov 2025)
52.237-1 Site Visits (Apr 1984)

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.