

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 ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
☐ 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 (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	
		42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

COMBINED SYNOPSIS / SOLICITATION

12318726Q0224

FAR 12.6 Streamlined Procedures for Evaluation and Solicitation of Commercial Items

USDA Forest Service Washington Office

MARKET INDEX PRICES FOR USE IN FOREST MANAGEMENT

Schedule of Items

SCHEDULE OF ITEMS

Period of Performance Base Year: * 11/01/2026 – 10/31/2027

ITEM NUMBER	DESCRIPTION	PAY UNIT	EST QTY
0001	Development of Index Log	Each	1
0002	Monthly and Quarterly Indices	Each	1

Period of Performance Option Year 1: 11/01/2027 – 10/31/2028

ITEM NUMBER	DESCRIPTION	PAY UNIT	EST QTY
1001	Development of Index Log	Each	1
1002	Monthly and Quarterly Indices	Each	1

Period of Performance Option Year 2: 11/01/2028 – 10/31/2029

ITEM NUMBER	DESCRIPTION	PAY UNIT	EST QTY
2001	Development of Index Log	Each	1
2002	Monthly and Quarterly Indices	Each	1

Period of Performance Option Year 3: 11/01/2029 – 10/31/2030

ITEM NUMBER	DESCRIPTION	PAY UNIT	EST QTY
3001	Development of Index Log	Each	1
3002	Monthly and Quarterly Indices	Each	1

Period of Performance Option Year 4: 11/01/2030 – 10/31/2031

ITEM NUMBER	DESCRIPTION	PAY UNIT	EST QTY
4001	Development of Index Log	Each	1
4002	Monthly and Quarterly Indices	Each	1

EA - EACH MO -
MONTH

***Actual dates will be based on award**

Award anticipated to be a firm fixed price contract.

1.0 INTRODUCTION/OVERVIEW

The U.S. Department of Agriculture's (USDA) Forest Service requires the need to purchase market index price data to be used to achieve fair, objective, and transparent valuation and pricing measures for Forest Service stumpage. Product or Service Code (PSC): R702 – Support-Management: Data Collection. NAICS: 115310 - Support Activities for Forestry.

1.1 Background

The Forest Service sells stumpage through competitive bidding. Stumpage must be advertised at its appraised value, and contracts are awarded to the highest responsible, qualified bidder.

Stumpage rate adjustment procedures began in the 1950s to reduce risk to timber sale purchasers during market downturns, and to ensure the government receives fair market value when lumber prices rise. These procedures have evolved, with a major change following a 1991 USDA Office of Inspector General audit. This audit found that the previous 50-percent-up/100-percent-down adjustment formula disproportionately benefited purchasers. In response, the Forest Service revised its procedures in 1997 so that stumpage rates now adjusted by 100 percent of changes in lumber prices both up and down.

In the 1990s, the Forest Service also adopted transaction-evidence-based appraisals nationwide (except in Alaska). TE-based appraisals further improved methods for establishing and applying base period prices, and the agency incorporated these advancements into its business practices.

1.2 Scope

Currently the Forest Service applies a stumpage rate adjustment procedure on the sawlog component of timber sales over 1-year in length sold on a hundred cubic foot (ccf) basis in national forests west of the 100th meridian. The Forest Service does not apply the stumpage rate adjustment procedure to any material that does not meet the sawlog specifications.

The Forest Service size specifications for sawlogs vary by geographic area, however the general assumption is that a sawlog meets the minimum species, size, and recovery specifications such that the material is suitable as the primary raw material input for a class of sawn, dimensional, finished lumber in the market area or working circle of the Forest.

The Forest Service currently uses nine (9) distinct market indices but will not be continuing the data collection on the coast-inland north and rocky mountain ponderosa pine indices. Each unique index is a combination of three values: market geographic area/species/log product.

The index price in dollars per thousand board feet (\$/mbf) is a composite price. The composite price is a volume weighted average value of the outputs from the given inputs. Table 1 displays the characteristics of each unique index price the Forest Service currently uses.

Table 1: Current Forest Service indices in use

Market Geographic Areas	Species	Log Product	Index Price per Unit of Measure
PNW Coast ¹	Douglas Fir	Sawlog	\$/mbf
PNW Coast	Hemlock-Fir ²	Sawlog	\$/mbf
Inland ³	Sugar Pine	Sawlog	\$/mbf
Inland	Inland Red Cedar	Sawlog	\$/mbf
Inland	White Fir (Hem-Fir)	Sawlog	\$/mbf
Inland	Douglas Fir-Larch	Sawlog	\$/mbf
Inland	White Woods ⁴	Sawlog	\$/mbf
Washington, Oregon, California, Nevada, Montana west of the Rocky Mountains (Continental Divide), and all of Idaho west of I-15	Coast-Inland North Ponderosa Pine ⁵	Sawlog	\$/mbf
Ponderosa pine milled in the remainder of the West.	Rocky Mountain Ponderosa Pine ⁵	Sawlog	\$/mbf

¹ The PNW Coast Region includes the Pacific Coast and Cascade mountain ranges.

² Hemlock-Fir includes hemlocks and true firs from the PNW Coast.

³ The Inland Region includes all geographic areas in the Lower 48 states west of the 100th meridian that are not part of the PNW Coast Region.

⁴ White Woods includes any volume invoiced and shipped as White Woods and Western Woods, as well as Engelmann spruce and lodgepole pine. Volumes shipped as White Woods may include mixed species shipments with *any* combination of Engelmann spruce, true firs, hemlocks, and pines (except Ponderosa pine). Volumes shipped as Western Woods may include any combination of western softwood species, except redwood and cedar.

⁵ The coast inland and rocky mountain ponderosa pine indices are currently in use but will not be included in this solicitation.

1.3 Objectives

The objective of this solicitation is to provide the Forest Service with monthly and quarterly lumber price indices based on index logs that are representative of the lumber market for 7 species groups of lumber as follows: .

Index	Species
PNW Coast	Douglas Fir Hemlock-Fir
Inland	Sugar Pine Inland Red Cedar White Fir (Hem-Fir) Douglas Fir-Larch White Woods

In addition to providing monthly and quarterly average indices the contractor is required to conduct a grade recovery survey resulting in new index logs and to provide a procedure to equitably change to a new basis when new index logs become effective.

2.0 REFERENCES

2.1 Title 36, Code of Federal Regulations, Part 223, §223.60 establishes that the objective of timber sale appraisals is to determine fair market value. The regulation also identifies pertinent factors affecting market value, including, but not limited to “prices paid and valuations established for comparable timber, selling value of products produced, estimated operating costs, operating difficulties, and quality of timber.”

2.2 Title 36, Code of Federal Regulations, Part 223, §223.64 allows for the adjustment of contract (stumpage) rates during the term of the contract. These regulations state “Timber may be appraised and sold at a lump-sum value or at a rate per unit of measure which rate may be adjusted during the period of the contract and as therein specified in accordance with formulas or other equivalent specifications for the following reasons: (a) Variations in lumber or other product value indices between the price index base specified in the contract and the price index actually experienced during the cutting of the timber.”

2.3 Forest Service Manual 2431.37 - Stumpage Rate Adjustment requires that all Forest Service timber sale contracts (Contract Forms FS-2400-6, FS-2400-6T, FS-2400-13 and FS-2400-13T) that exceed one (1) year in contract length in the western United States must provide for stumpage rate adjustment, except when:

- Sales lack a significant amount of sawtimber,
- An index is not available for the predominant species in the sale, or
- There is no reasonably accurate conversion to cubic feet.
- Flat rates may provide the best value for stewardship integrated resource timber contracts (IRTC) (FSH 2409.19, Ch. 60). However, risks to both the government and the Contractor must be carefully weighed when making the decision to use flat rates on contracts over two (2) years in length.

The procedure the Forest Service uses to adjust contract tentative rates (bid rates) on stumpage throughout the life of harvest contracts is:

- Establish the base price index for each contract at the time of award.
- At time of the rate adjustment, the current index is compared to the base index, and the differences are applied to the bid rate.

The Forest Service utilizes the conversion factors shown in Table 2 to make the conversion from \$/mbf to \$/ccf:

Table 2: Conversion factors from mbf to ccf

mbf/ccf Ratio Range	mbf/ccf Ratio Average	Conversion Factor
.0000 - .2499	.0225	.225
.2500 - .2999	.0275	.275
.3000 - .3499	.0325	.325
.3500 - .3999	.0375	.375
.4000 - .4499	.0425	.425
.4500 - .4999	.0475	.475
.5000 - .5499	.0525	.525
.5500 - .5999	.0575	.575
.6000 - .6499	.0625	.625
.6500 and up	.0675	.675

2.4. Timber Sale Contracts FS-2400-6 and FS-2400-6T (6/06 version), including pertinent provisions:

- A/AT4a - Timber Payment Rates for Species and Products to be Paid for at Rates Escalated under B/BT3.2.
- A/AT5 - Indices Used in Quarterly Adjustment
- B/BT3.2 - Escalation Procedures; and
- B/BT3.21 - Unavailable index

2.5. General Technical Report FPL-GTR-242: A Process to Establish and Use Base Period Prices for National Forest System Transaction Evidence Timber Appraisal. U.S. Department of Agriculture, Forest Service, Forest Products Laboratory.

2.6. Definitions

- 2.6.1 one hundred cubic foot (ccf)
- 2.6.2 dollars per thousand board feet (\$/mbf)
- 2.6.3 free on board (FOB)
- 2.6.4 unit of measure (UOM)

3.0 CONTRACTOR REQUIREMENTS

The Forest Service desires to purchase market price index datasets for two (2) primary purposes:

1. Adjustment of contract tentative rates (bid rates) on stumpage throughout the life of harvest contracts (primary).
2. Accurately estimating market adjustment factors for use in stumpage rate appraisals.

3.1 Tasks

3.1.1 Task 1: Kick-off Meeting.

3.1.1.1 Kick-off Meeting

(a) The Contractor and the Forest Service will participate in a kick-off meeting scheduled within ten (10) days from award. At a minimum, attendees will be the Contractor's Project Manager (CPM), the Contracting Officer (CO), Contracting Officer's Representative (COR), and the Technical Point of Contact (TPOC) for this contract.

(b) The Contractor will take **kick-off meeting minutes** and submit them within five (5) days after the kick-off meeting, and submit directly to the CO, COR, and TPOC in .pdf format and Section 508 Compliant.

3.1.6 Task 2: Monthly Index Prices

Each of the index prices is a composite price representative of the index log. Each month the Contractor will publish two monthly PNW Coast and five monthly Inland lumber prices indices used by the Forest Service for adjusting contract rates during the life of the timber sale contract. .

Species for which indices will be provided:

Index	Species
PNW Coast	Douglas Fir Hemlock-Fir
Inland	Sugar Pine Inland Red Cedar White Fir (Hem-Fir) Douglas Fir-Larch Whitewoods

Indices are to be based on the sales price of lumber shipped and the mix of lumber included in the indices must be representative of lumber production in western sawmills. This price may be collected at the time of shipping or the time of order. If a sample of lumber prices is taken, the sampling error must be no more than 5% of the index value at the 95% confidence level (2 standard errors or $t=2$).

The PNW Coast includes Oregon and Washington west of the Cascade Mountains.

Hemlock-Fir includes hemlocks and true firs from the PNW Coast.

White Woods includes any volume invoiced and shipped as White Woods and Western Woods, as well as Engelmann spruce and lodgepole pine. Volumes shipped as White Woods may include mixed species shipments with *any* combination of Engelmann spruce, true firs, hemlocks, and pines (except Ponderosa pine). Volumes shipped as Western Woods may include any combination of western softwood species, except redwood and cedar.

3.1.7 Task 3: Quarterly Average Index Prices

Contractor will publish quarterly averages of the monthly index prices for each species, for the quarters ending March, June, September, and December.

3.1.8 Task 4: Index Logs and Grade Recovery Survey: Conduct a grade recovery survey in 2029 to provide Index Logs available for use on January 1, 2030. The grade recovery survey shall be based on a minimum of 50% of the lumber volume produced for each index species group for the 24-month period January 2027 through December 2028.

3.1.9 Task 5: Transition Plan

3.1.9.1 Four (4) weeks prior to the end of the contract, the Contractor will submit directly to the CO, COR, and TPOC, the Transition Plan in .pdf format and Section 508 Compliant.

3.1.9.2 The Contractor will identify and outline a plan for phasing and transitioning services and information back to the Forest Service.

3.1.10 Task 6: Closeout

3.1.10.1 Upon either the last day of the contract performance period or the contract ends, whichever occurs first, the Contractor will complete Section 3.5.9.2.

3.2 Deliverables

The typical method of delivery for such material is via secure email attachment. However, the Contractor is encouraged to propose alternative delivery methods if such methods will increase delivery speed, timing, accuracy, availability, reduce cost, or positively affect the transfer of information to the Forest Service.

3.2.1 Deliverable 1: **Kick-off Meeting Minutes**

The Contractor will take kick-off meeting minutes and submit them within five (5) days after the kick-off meeting, and submit directly to the CO, COR, and TPOC in .pdf format and Section 508 Compliant.

3.2.3 Deliverable 2: **Monthly Index Prices**

Beginning November 10, 2026, and continuing each month thereafter until contract termination, Contractor will produce and deliver the monthly index prices directly to the CO, COR, and TPOC.

Monthly and quarterly index price releases are to be prepared and delivered when first available but no later than the 10th of each month, or the next business day if the 10th falls on a weekend or federal holiday.

3.2.4 Deliverable 3: **Quarterly Average Index Prices**

Beginning January 1, 2027, Contractor will prepare quarterly index prices for the quarters ending March, June, September, and December. Quarterly index prices will be sent with the monthly index prices directly to the CO, COR, and TPOC.

3.2.5 Deliverable 4: **Methodology for updating the Index Log**

Deliver the final methodology for updating the index log no later than January 1, 2027, to be finalized jointly no later than March 31, 2027.

3.2.6 Deliverable 5: **Index Logs and Grade Recovery Survey**

The index log for each index species group will be submitted directly to the CO, COR, and TPOC no later than January 1, 2030.

3.2.7 Deliverable 6: **Transition Plan**

Four (4) weeks prior to the end of the contract, the Contractor will submit directly to the CO, COR, and TPOC, the Transition Plan in .pdf format and Section 508 Compliant.

The Contractor will identify and outline a plan for phasing and transitioning services and information back to the Forest Service.

3.2.8 Deliverable 7: *if subcontracting*, **Subcontracting Plan**

Ten (10) days after award, the Primary Contractor will submit to the CO, COR, and TPOC a Subcontracting Plan in .pdf format and Section 508 Compliant.

3.2.9 Deliverable 8: **Closeout**

Within, upon either the last day of the contract performance period or the contract ends or within ten (10) days after contract employee is no longer employed on this contract, whichever occurs first, the Contractor will complete and submit the Documentary Materials Removal/Non-Removal Certification and Non-Disclosure Agreement [attached *AD-3001_NDA.pdf*] to the COR.

Failure to fill out and submit this document could delay payment of the Contractor's final invoice.

3.3 Schedule

3.3.1 The Period of Performance (POP) for this contract is as follows:

3.3.1.1 Base will be for 12 months from award with four (4) Option Years, based on performance.

The initial 1-year contract period will include the preparation of 12 monthly indices and 4 quarterly indices. The monthly indices will include the months beginning November 2026 and ending October 2027. The quarterly indices will be for quarters ending December 2026, March 2027, June 2027, and September 2027.

For Option Periods 1 through 4; the same monthly indices and quarterly average indices described for the initial 1-year contract will be provided. In addition, the index log for each index species group shall be provided to the Government no later than January 1, 2030

The contract includes four optional periods as follows:

Option Period 1: November 2027 through October 2028

Option Period 2: November 2028 through October 2029

Option Period 3: November 2029 through October 2030

Option Period 4: November 2030 through October 2031

3.4 Place of Performance

Work will be performed at a contractor's facility or remote office with appropriate network and Internet connections. If required for government furnished property troubleshooting, Contractor's employee must be able to meet at a Forest Service office or location.

3.5 Contractor's Key Personnel

- 3.5.1 The Contractor will employ and maintain technically qualified personnel in the management and key staff positions who meet the minimum requirements for each of the skill levels to which they are assigned and will be capable of performing the functions described in a competent and professional manner.
- 3.5.2 The Contractor will maintain the personnel, organization, and administrative control necessary to ensure the work delivered meets the contract requirements.
- 3.5.3 The Contractor must ensure employees and contractors have current and valid professional certifications before starting work under this contract.
- 3.5.4 The Contractor must not employ any person who is an employee of the US Government if employing that person would create a conflict of interest. Additionally, the Contractor must not employ any person who is an employee of the Department of Agriculture, unless such person seeks and receives approval according to 18 U.S.C. 207(a).
- 3.5.5 The Contractor will submit their key personnel's name and resumes to the CO, COR, and TPOC when submitting their technical proposal.
- 3.5.6 During the first ninety (90) days of performance, the Contractor will make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.
 - Request for Key Personnel changes within the first ninety (90) days of performance must provide a detailed explanation of the circumstances necessitating the proposed substitutions or additions, a complete resume for the person to be substituted or added, and any other information requested by the CO/COR.
- 3.5.7 Noncompliance with the provisions of this section will be considered a material breach of the terms and conditions of the contract for which the Forest Service may seek any and all appropriate remedies, to include termination for default.

- 3.5.8 If the Primary Contractor utilizes a subcontractor to assist in this contract, a Subcontracting Plan must be included in and made part of the resultant contract.
- The Subcontracting Plan must be according to FAR 52.219-9, Small Business Subcontracting Plan, (d) (1) – (15).
 - The subcontracting plan will be negotiated within the time specified by the Contracting Officer.
 - Failure to submit and negotiate the subcontracting plan shall make the Offeror ineligible for award of a contract.

3.5.9 Contract Project Manager (CPM)

The Contractor will designate a Contract Project Manager (CPM) as the single point of contact (POC) with the CO, COR, and TPOC for contractual issues/concerns, communication issues, or problems that may arise under this contract. The CPM:

- Will have the authority to commit and make decisions for the Contractor.
- Will readily respond to Forest Service questions, concerns, and comments.
- Will proactively alert the CO and COR to any and all potential contractual issues.
- Must be available during normal business hours to meet (either virtually or by phone) with the CO, COR, and/or TPOC within 24 hours to discuss problems.
- Must be able to read, write, speak, and understand English.

3.5.9.1 Should a CPM not be used by the Contractor, then the Contractor is responsible for appointing a representative within their company to be a single point of contact (POC) with the CO, COR, and TPOC for contractual issues/concerns, communication issues, concerns, or problems that may arise under this contract.

3.5.9.2 CPM, upon closeout of this contract, if the contract is terminated for any reason, or if the contract employee is no longer employed under this contract, will ensure the contract employee leaving fills out and submits the below document to the COR. Failure to fill out and submit this document could delay payment of the Contractor's final invoice.

- Documentary Materials Removal/Non-Removal Certification and Non-Disclosure Agreement [attached *AD-3001_NDA.pdf*]

3.5.10 Lead Data Administrator

- 3.5.10.1 Invoice data processing & checking
- 3.5.10.2 Index generation & checking
- 3.5.10.3 Grade recovery survey support

3.5.11 Data Resource Administrator

- 3.5.11.1 Invoice data processing & checking

3.5.12 Data Systems Manager

- 3.5.12.1 Invoice & Index data translation support
- 3.5.12.2 Invoice data price checking
- 3.5.12.3 Index data checking
- 3.5.12.4 Grade recovery study processing and analysis
- 3.5.12.5 Index Log creation
- 3.5.12.6 Index-related computer hardware and software systems support and upgrades
- 3.5.12.7 Overall management of the Lumber Price Index, Grade Recovery Study, and Index Log activities and deliverables

3.5.13 Director of Quality Assurance

- 3.5.13.1 Grading standards and milling practices expert. Supports new grade translation and categorization

3.6 Assumptions

The Government understands once this contract is awarded, there might be a “discovery” phase between the program office and the Contractor during which both parties will be able to discuss in more detail about the exact outcomes and how this might necessitate updating the schedule/timeline and deliverables. The COR must be included in all conversations when a possible change might occur to the schedule/timeline and deliverables.

The Forest Service requires all market price information purchased under this solicitation, including index log values, descriptions, methodologies, log product, index pricing, research materials, and all other tasks and deliverable related materials and communications be available to all USDA agencies and employees without restriction to retransmit or share within the Agency.

4.0 PERFORMANCE STANDARDS

- 4.1 The Contractor must scan all products/deliverables for viruses prior to submission.
- 4.2 The Contractor will submit all electronic deliverables directly to the CO, COR, and the TPOC.
- 4.3 Contractor will ensure any and all electronic information (e.g. documents, video, audio, social media content, presentations, graphics, spreadsheets, web pages, pdf, electronic signatures, equations and formulas, etc.) produced and provided to the Government is in compliance with Section 508 of the 1973 Rehabilitation Act to ensure any time the Government maintains, procures, develops, or uses electronic and information technology that it is accessible to persons with disabilities.
- 4.4 The Contractor will write and submit documentation in clear, concise language that is verifiable. The Contractor will produce final documents without typographic and grammatical errors and will be formatted according to standards provided by the Forest Service.
- 4.5 The Forest Service will have ten (10) days to review draft deliverables and make comments.
- 4.6 The Contractor will have five (5) days to make corrections. Upon receipt of the final deliverables, the COR/TPOC will have five (5) days for final review prior to acceptance or providing documented reasons for non-acceptance.
- 4.7 The COR and/or TPOC will have the right to reject or require correction of any deficiencies found in the deliverables that are contrary to the information contained in the Contractor’s accepted proposal.
 - In the event of a rejected deliverable, the Contractor will be notified in writing by the COR of the specific reasons for rejection.
 - The Contractor will have five (5) days to correct the rejected deliverable and return it per delivery instructions.

5.0 OTHER REQUIREMENTS

5.1 Section 508 Compliance– Electronic and Information Technology Standards

- 5.1.1 Contractor will ensure any and all electronic information (e.g. documents, video, audio, social media content, presentations, graphics, spreadsheets, web pages, pdf, electronic signatures, equations and formulas, etc.) produced and provided to the government is in compliance with Section 508 of the 1973 Rehabilitation Act to ensure that any time the Government maintains, procures, develops, or uses electronic and information technology that it is accessible to persons with disabilities:
- 5.1.2 USDA guidance and information regarding Section 508 accessibility requirements:
<http://www.ocio.usda.gov/policy-directives-records-forms/section-508>

- 5.1.3 USDA Departmental Regulation for Section 508:
<http://www.justice.gov/sites/default/files/crt/legacy/2009/02/18/508law.pdf>
- 5.1.4 USDA Section 508 Reference Manual:
http://www.ocio.usda.gov/sites/default/files/docs/2012/USDA_Section_508_Reference_Manual_2003.doc

5.2 Data Rights

- 5.2.1 The Contractor will treat all deliverables under this contract as the property of the U.S. Government for which the Government Agency has unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.
- 5.2.2 The Contractor will not create or maintain any records not specifically tied to or authorized by this contract using Government IT equipment and/or Government records.
- 5.2.3 The Contractor will not retain, use, sell, or disseminate copies of any deliverable containing information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.
- 5.2.4 The Contractor will not create or maintain any records containing any Government Agency records not specifically tied to or authorized by this contract.
- 5.2.5 The Government Agency owns the rights to all data/records produced as part of this contract.
- 5.2.6 All documents produced for this project are the property of the U.S. Government and cannot be retained or reproduced by the Contractor.
- 5.2.7 The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor will deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.
- 5.2.8 The Contractor agrees to comply with Federal and agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.] or state of completion [draft, final, etc.].
- 5.2.9 No disposition of documents will be allowed without the prior written consent of the CO. The agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the agency or destroyed without regard to the provisions of the agency records schedules.
- 5.2.10 The Contractor is required to obtain the CO's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and agency guidance for protecting sensitive and proprietary information.
- 5.2.11 The CO needs to inform contractors of their responsibilities regarding records management if the contract involves access to agency records.
- 5.2.12 The Contractor will complete and submit, upon either the last day of the contract performance period or the contract ends or within ten (10) days after contract employee is no longer employed on this contract, whichever occurs first, the Documentary Materials Removal/Non-

Removal Certification and Non-Disclosure Agreement [attached *AD-3001_NDA.pdf*] to the COR.

5.3 Restrictions Against Disclosure

- 5.3.1 The Contractor agrees, in the performance of this contract, to keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part in any manner or form, or to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify in writing, the CO, named herein, in the event the Contractor determines or has reason to suspect a breach of this requirement.
- 5.3.2 The Contractor agrees not to disclose any information concerning the work under this contract to any persons or individual unless prior written approval is obtained from the CO. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

5.4 Acceptance Criteria

- 5.4.1 Contractor will submit all products concurrently to the CO, COR, and TPOC.
- 5.4.2 Deliverables will follow the following criteria:
- 5.4.3 The Contractor must scan all products/deliverables for viruses prior to submission.
- 5.4.4 Contractor will ensure any and all electronic information (e.g. documents, video, audio, social media content, presentations, graphics, spreadsheets, web pages, pdf, electronic signatures, equations and formulas, etc.) produced and provided to the Government is in compliance with Section 508 of the 1973 Rehabilitation Act to ensure it is accessible to persons with disabilities.
- 5.4.5 Completeness – Initial requirements (as identified) are satisfied in all sections.
- 5.4.6 Accuracy – Documents will be accurate in presentation, technical content, and adherence to accepted elements of style.
- 5.4.7 Clarity—Documents will be clear and concise; project management and terms will be used, as appropriate. All diagrams will be easy to understand and be relevant to the supporting narrative.
- 5.4.8 Specification Validity—all deliverables must satisfy the requirements of the Forest Service as specified herein.
- 5.4.9 File Editing—All text and diagrammatic files will be provided in Microsoft Office Version 2010 or higher (Word, Excel, PowerPoint, Visio, etc.) so they can be edited by the Forest Service.
- 5.4.10 Format—Documents will be submitted electronically whenever possible and as a print-ready (camera ready) product. Hardcopies will be provided upon request. The document's format may change from Subtask to Subtask.
- 5.4.11 Timeliness—Deliverables will be submitted on or before the due date specified in the Schedule of Deliverables Section of this SOW or submitted in accordance with a later scheduled date determined solely by the Forest Service.

5.5 Invoicing

- 5.5.1 All invoice(s) must be submitted by the Contractor via the US Treasury Invoice Processing Platform (IPP).
- 5.5.2 All invoice(s) must include all information as described in FAR 52.212-4. Invoice(s) missing information required per FAR 52.212-4 will not be approved/paid and will be rejected for the Contractor to make corrections.
- 5.5.3 **Final Invoice**
- 5.5.3.1 Within sixty (60) calendar days of product acceptance and/or completion of services:
- 5.5.3.1.1 The contractor will submit a final invoice, designated as such by a clear statement of “**FINAL INVOICE**” on the face of the invoice document.
- 5.5.3.1.2 The contractor will provide a certificate of completion which certifies all goods and services have been provided as required by this SOW.
- 5.5.3.1.3 The contractor will provide USDA FS release of claims against the government for any further payment under this SOW.
- 5.5.3.2 The sixty (60) calendar day submission timeframe will not be extended without written authorization from the CO. In the event items 5.5.3.1.1, 5.5.3.1.2, or 5.5.3.1.3 above are not submitted within the authorized timeframe, the CO will make final cost determinations in order to make final payment and close out this contract unilaterally.
- 5.5.3.3 Upon closeout of this contract, if the contract is terminated for any reason, or if the contract employee is no longer employed under this contract, the contract employee leaving must fill out and submit the below document to the COR. Failure to fill out and submit this document could delay payment of the Contractor’s final invoice.
- Documentary Materials Removal/Non-Removal Certification and Non-Disclosure Agreement [attached *AD-3001_NDA.pdf*]

**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-l(b)(2) constitutes acceptance of all terms and conditions contained herein.

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)
D 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)
D Alternate I (Nov 2025) of 52.240-91
- 52.244-6 Subcontracts for Commercial Products and Commercial Services (Nov 2025)

- 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)
- 52.204-9 Personal Identity Verification of Contractor Personnel Jan 2011
- 52.204-13 System for Award Management-Maintenance (Nov 2025)
- 52.204-91 Contractor identification (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)
- 52.219-14 Limitations on Subcontracting (Nov 2025)
- 52.219-16 Liquidated Damages-Subcontracting Plan (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

- 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018)
- 52.222-44 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014)
- 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (Nov 2025)
- 52.222-54 Employment Eligibility Verification (Nov 2025)
- 52.222-90 Addressing DEi Discrimination by Federal Contractors (Apr 2026)
- 52.223-23 Sustainable Products and Services (Nov 2025)
- 52.224-3 Privacy Training (Jan 2017)
 - ☐ Alternate I (Jan 2017) of 52.224-3
- 52.232-29 Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021)
- 52.232-30 Installment Payments for Commercial Products and Commercial Services (Nov 2021)
- 52.232-33 Payment by Electronic Funds Transfer- System for Award Management (Oct 2018)
- 52.232-36 Payment by Third Party (Nov 2025)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
- 52.237-3 Continuity of Services (Jan 1991)
- 52.240-92 Security Requirements (Nov 2025)
- 52.240-93 Basic Safeguarding of Covered Contractor Information Systems (Nov 2025)
- 52.216-18 Ordering (Aug 2020)
- 52.216-19 Delivery - Order Limitations (Oct 1995)
- 52.216-21 Requirements (Nov 2025)
 - ☐ Alternate I (Apr 1984) of 52.216-21
- 52.217-6 Option for Increased Quantity (Mar 1989)
- 52.217-7 Option for Increased Quantity - Separately Priced Line Item (Mar 1989)
- 52.217-8 Option to Extend Services (Nov 1999)
 - 30 calendar days prior to contract expiration
- 52.217-9 Option to Extend the Term of the Contract (Mar 2000)
 - (a) 30 Calendar days prior to contract expiration and 60 days
 - (c) five years.
- 52.232-90 Fast Payment Procedures (Nov 2025)
- 52.245-1 Government Property (Sep 2021)
 - D Alternate I (Sep 2021) of 52.245-1
- 52.245-2 Government Property
- 52.245-9 Use and Charges

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 *fifteen (15) days of performance expiration*.
(End of clause)

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within *thirty (30) days*; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least *sixty (60) days* before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed *sixty (60) months or five (5) years*.
(End of clause)

52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)

(a) *Definitions*. As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information ([44 U.S.C. 3502](#)).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
 - (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
 - (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
 - (x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
 - (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
 - (xii) Identify, report, and correct information and information system flaws in a timely manner.
 - (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
 - (xiv) Update malicious code protection mechanisms when new releases are available.
 - (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
 - (2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.
 - (c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.
- (End of clause)

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, 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 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 (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 and proceed with closeout upon completion of performance, acceptance, and final payment.
(End of Clause)

452.204-71 Personal Identity Verification of Contractor Employees

(a) Compliance with PIV Requirements. The contractor must comply with the personal identity verification (PIV) policies and procedures established by the United States Department of Agriculture (USDA) Directives 4620-002 series, Homeland Security Presidential Directive 12, and any implementing guidance issued by the Contracting Officer. The contractor must appoint a representative responsible for PIV compliance and must maintain a current list of employees eligible for a USDA LincPass or otherwise authorized to perform work under this contract.

(c) PIV Sponsor Availability. The PIV Sponsor for this contract is the designated Government point of contact identified in the contract, typically the COR unless otherwise specified. The Government will notify the contractor of any changes. The contractor remains responsible for meeting all PIV obligations regardless of changes in sponsor availability.

(d) Contractor Workforce Integrity and Accountability. The contractor is fully responsible for ensuring that all individuals performing under this contract are properly vetted, eligible for access, authorized to perform the work, and accurately represented. At a minimum, the contractor must implement lawful and effective internal controls to:

(3) Verify the identity, work authorization, and qualifications of all personnel assigned;

(e) The PIV Sponsor for this contract is a designated program point of contact, which in most cases is the COR, unless otherwise specified in this contract. The PIV Sponsor will be available to receive contractor identity information from [hours and days to be added by CO] to [hours and days to be added by CO] at [office address for registration to be added by CO]. The Government will notify the contractor if there is a change in the PIV Sponsor, the office address, or the office hours for registration; however, it is the contractor's responsibility to meet all aspects of paragraphs (c), (d), and (e).
(End of Clause)

452.204-72 Use of Electronic Data Interchange (EDI) or Other Automation Technologies (Apr 2026)

- (f) In the event that Electronic Data Interchange (EDI) functionality or other automation technologies such as Robotics Process Automation is utilized to facilitate electronic transactions between USDA and its contractors, it is the sole responsibility of the Contractor to ensure accuracy of the electronically transferred data. The Government's electronic system shall serve as the system of record for all data exchanged or retrieved.
- (g) The Government shall not be liable to the Contractor for any delay or failure associated with EDI or other automation technologies. The Contractor's use of this service is at the Contractor's sole risk. For electronic or automated services provided by USDA to the contractor, the services are provided on an "as is" and "as available" basis. For electronic or automated services provided by the contractor that interact with the USDA electronic systems, the USDA is not responsible for any costs incurred by the contractor related to the development, test, or support of the services. The Contractor shall be responsible for all fees associated with EDI. The Contractor is responsible for the confidentiality and security of its systems, interfaces, interconnections, and any documents that the customer receives from The Government pursuant to the contract.
- (h) The Government reserves the right to restrict, refuse, or cancel any participation in EDI services.

(End of Clause)

INCUMBENT CONTRACTOR(S):

Contract	Company	Award Date	Value (NTE)
12318721C0012	Western Wood Products, Assn.	9/24/2021	\$1,559,708.00

AWARD TYPE

It is anticipated that a firm-fixed price requirements contract consisting of one (1) one-year base period and four (4) one-year option periods shall be awarded as a result of this synopsis/solicitation. The total duration of this contract 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.

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

52.252-1 Solicitation Provisions Incorporated by Reference Feb 1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full

text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. 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>

- 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)
- 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)
- 52.204-90 Alternate I (Nov 2025) to 52.204-7 Offeror Identification (Nov 2025)
- 52.207-6 Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts) (Aug 2024)
- 52.209-12 Certification Regarding Tax Matters (Oct 2025)
- 52.217-5 Evaluation of Options (Nov 2025)
- 52.219-2 Equal Low Bids (Nov 2025)
- 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2021)
- 52.222-48 Exemption from Application of the Service Contract Labor Standards for Maintenance, Calibration, or Repair of Certain Equipment-Certification (Nov 2025)
- 52.222-52 Exemption from Application of the Service Contract Labor Standards for Certain Services-Certification (Nov 2025)
- 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (Oct 2020)
- 52.225-2 Buy American Certificate (Oct 2022)
- 52.225-6 Trade Agreements-Certificate (Feb 2021)
- 52.233-2 Service of Protest (Sep 2025)

PROVISIONS IN FULL TEXT

52.212-1 Instructions to Offerors - Commercial Products and Commercial Services (Sep 2023)

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.

SUBMISSION REQUIREMENTS

To submit a response correctly and sufficiently, it is strongly recommended that this Solicitation Section and Attachments be reviewed in its entirety. There are also various deadlines associated with the solicitations as provided as follows:

1. Questions Due: < October 12, 2026, at 10:00 AM Eastern>

****Questions received after the due date will not be considered.**

All questions shall be submitted to Cassandra Carey at cassandra.carey@usda.gov with a cc to kimberly.turner@usda.gov by the due date above. **The subject line shall read:** Questions RFP number/name in the subject line.

2. Solicitation Submission Deadline: November 02, 2026, at 2:00 PM Eastern Time

Offers received after the submission deadline will be returned unopened.

Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers/close date.

Offers must be submitted electronically to cassandra.carey@usda.gov with a cc to kimberly.turner@usda.gov by the offer due date identified above. **The subject line shall read:** Proposal submission RFQ number/name in the subject line.

Technical and Price/Cost Volumes shall be in separate word processing/data presentation file attachments that are compatible with current Government computer software (i.e., Microsoft Office Suite). The Sample Task Order Cost must be submitted using spreadsheet software that is compatible with Microsoft Excel.

Proposal Format: In order to maximize efficiency and minimize the time for proposal evaluation, it is required that the Offeror submit the proposal in accordance with the format and content specified herein.

8.5 x 11 inch paper. Single-spaced typed lines. 1 inch margins. Commonly available type-face

font not less than 11-point size to ensure the Proposal is legible. No hyperlinks.

Page Numbering: The Offeror shall use a standard page numbering system to facilitate proposal references. Charts, graphs and other insert materials shall be page-numbered as part of the page numbering system.

Offer Submission Shall Include:

Volume I

1. A detailed description of the Offeror's technical capabilities to successfully complete the requirements outlined in the SOW.
2. A comprehensive strategy for the effective and efficient approach to contract activities (meeting all requirements and deliverables and managing overall costs) to successfully fulfill the requirements of the contract.
3. Any assumptions on which successful performance may be contingent upon.
4. Past performance submission
 - (i) Past performance will not exceed 2 pages in length for each provided.
 - (ii) Provide a maximum of three (3) similar contracts completed or begun during the past three years and having had a performance period of no less than six (6) months.

(iii) Include the following information for each contract:

Name of Contract / Contract Number

Total Contract Value / Completion Date, or stage of completion if still in progress

Government POC (COR/PM): Name, Address, Email, Phone Number

Name of any company if you subcontracted out this work, or if you acted as a subcontractor.

Project location

Whether the project was completed timely

(iv) In the case where an offeror lacks Past Performance experience, the offeror will not be evaluated either favorably or unfavorably but will receive a neutral rating in the area of past performance.

o Exceptions to the technical terms, conditions and provisions included in the solicitation shall be explicitly noted, in writing in Volume I.

Volume II

Volume II shall identify fully burdened task costs for this effort as provided on page one Schedule of Items for base and all option years (there is no page limit) .

(End of provision)

Evaluation—Commercial Products and Commercial Services (Nov 2021)

(a) The Government will award a contract resulting from this solicitation to the

responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Technical Capability/Approach Past performance

Price

Technical Capability/Approach and Past performance, when combined, are more important than price.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

ADDENDUM TO FAR 52.212-2 – EVALUATION – COMMERCIAL ITEMS)

Evaluation and Basis for Award

The provision at FAR 52.212-2, Evaluation-Commercial Products and Commercial Services shall be tailored in accordance with FAR 12.203 based on the **criteria** listed below. The Government reserves the right to make award without contacting Offerors regarding submitted proposals, or to make no award off the RFP: Offerors are therefore strongly encouraged to provide their best technical solutions and pricing in their initial response. Award will be made to the Offeror whose proposal represents the "Best Value" to the Government – price and non-price factors considered. Technical Capability/Approach and Past Performance, when combined, *are more important than price*.

Technical capability/approach will be evaluated as to whether the services meet the agency need:

1. The Government will assess its level of confidence and any associated risk that the Offeror will successfully perform the solicitation requirements based on the Technical Capability/Approach information submitted in the Offeror's proposal.
2. The Government will evaluate the overall quality, reasonableness and comprehensive understanding of the Offeror's technical approach as to whether it addresses accomplishment of SOW requirements and whether it clearly demonstrates the Offeror's understanding for performing and managing the work; to include the proposed methods of ensuring schedules are met, goals and objectives are achieved, and any other information that may bear on the Offeror's ability to successfully perform SOW requirements.

The Government reserves the right to make award without contacting Offerors regarding submitted proposals, or to make no award off the RFP: Offerors are therefore strongly encouraged to provide their best technical solutions and pricing in their initial response.

Award will be made to the Offeror whose proposal represents the “Best Value” to the Government – price and non-price factors considered.

Technical capability/approach will be evaluated as to whether the services meet the agency need:

1. The Government will assess its level of confidence and any associated risk that the Offeror will successfully perform the solicitation requirements based on the Technical Capability/Approach information submitted in the Offeror’s proposal.
2. The Government will evaluate the overall quality, reasonableness and comprehensive understanding of the Offeror’s technical approach as to whether it addresses accomplishment of SOW requirements and whether it clearly demonstrates the Offeror’s understanding for performing and managing the work; to include the proposed methods of ensuring schedules are met, goals and objectives are achieved, and any other information that may bear on the Offeror’s ability to successfully perform SOW requirements.

TECHNICAL CONFIDENCE & RISK ASSESSMENT	
Rating	Description
Very Confident	The response is very comprehensive, in-depth, clear, and uniformly outstanding in quality. Consistently high-quality performance can be expected. The proposal, as written, exceeds the requirement. Risk of unsuccessful performance is low.
Confident	The response meets all minimum requirements and generally is of high quality. Issues are minor and easily corrected. Proposal is acceptable as written. Satisfactory performance can be expected. Risk of unsuccessful performance is low to moderate.
Slightly Confident	The response fails to meet all minimum requirements. Unacceptable areas could become acceptable, but discussions are required to correct the issues. Risk of unsuccessful performance is moderate.
Not Confident	The response fails to meet minimum requirements. Proposals lacking minimum technical detail and omissions are apparent. Soundness of technical approach is weak and lacks understanding. Risk of unsuccessful performance is moderate to unacceptable.

Past Performance: The Government will assess its level of confidence the Offeror will successfully perform the solicitation requirements based on the Past Performance information provided. Additionally, past performance will be evaluated based on the extent to which information demonstrates experience with recent projects (within the last three years and at least one year in length) and are relevant (similar size, scope and complexity).

The following will be used to evaluate recent and past performance (recency, relevancy):

1. **Recency:** Government and/or commercial contracts still in progress or completed within the past three years that have at least one year of performance history.
2. **Relevancy:** One of the following Relevancy ratings will be assigned.

RELEVANCY	
Rating	Description

Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

3. **Past Performance Confidence:** The assessment will result in the selection of performance confidence as outlined below.

PAST PERFORMANCE CONFIDENCE	
Rating	Description
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.

PAST PERFORMANCE CONFIDENCE	
Rating	Description
Neutral Confidence	No recent/relevant performance record is available, or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

Note: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror will not be evaluated favorably or unfavorably on past performance.

Price will be assessed by calculating the total evaluated price (including any offered discounts) for the requirement by adding the total price for all Option Years to the total price for the Base Period. Submitting and evaluating optional item pricing does not guarantee exercising said optional CLINs.

NOTE: Quoted rates for Option Year IV will be used to evaluate the potential six months under FAR 52.217-8. The six-month period will also be added to the total evaluated price for evaluation purposes only.

The Government will evaluate for fair and reasonableness of the total evaluated price to perform all services

using price analysis techniques such as price comparison with other quotes and schedule discounts offered, the Forest Service estimated cost, available industry pricing and/or past Forest Service history pricing. The Forest Service reserves the right to obtain additional information concerning price as necessary to determine price fairness and reasonableness.

(END OF ADDENDUM TO FAR 52.212-2 – EVALUATION – COMMERCIAL ITEMS)

52.212-3 Offeror Representations and Certifications—Commercial Products and Commercial Services (Oct 2025)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) *Definitions.* As used in this provision—

Covered telecommunications equipment or services has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with [13 CFR part 127](#), and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#). It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended. "Sensitive technology"—*Sensitive technology*—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern—

- (1)
 - (i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or
- (2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart [19.14](#)).

(3) *Service-disabled veteran*, as used in this definition, means a veteran as defined in [38 U.S.C. 101](#)(2), with a disability that is service connected, as defined in [38 U.S.C. 101](#)(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that—

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in [13 CFR part 121](#) and size standards in this solicitation.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with [13 CFR part 127](#)), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#).

(b)

(1) *Annual Representations and Certifications*. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs ____.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#). Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that—

(i) It ☐ is, ☐ is not a small business concern; or

(ii) It ☐ is, ☐ is not a small business joint venture that complies with the requirements of [13 CFR 121.103\(h\)](#) and [13 CFR 125.8\(a\)](#) and [\(b\)](#). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *SDVOSB concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents that it ☐ is, ☐ is not an SDVOSB concern.

(4) *SDVOSB concern joint venture eligible under the SDVOSB Program.* The offeror represents that it ☐ is, ☐ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.] [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

(5) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern as defined in [13 CFR 124.1001](#).

(6) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(7) *WOSB joint venture eligible under the WOSB Program.* The offeror represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of [13 CFR 127.506\(a\)](#) through [\(c\)](#). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

(8) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of [13 CFR 127.506\(a\)](#) through [\(c\)](#). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

Note to paragraphs (c)(9) and (10): Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.

(9) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(10) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(11) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see [13 CFR 126.200\(e\)\(1\)](#)); and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of [13 CFR 126.616\(a\)](#) through [\(c\)](#). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$200,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American-Supplies, is included in this solicitation.)

(1)

(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
---------------	-------------------	---------------------------------------

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. ____

[List as necessary]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(g)

(1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), *Buy American-Free Trade Agreements-Israeli Trade Act*, is included in this solicitation.)

(i)

(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or *Israeli End Products*:

Line Item No.	Country of Origin
---------------	-------------------

Line Item No.	Country of Origin
_____	_____

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR [25.105](#)).

Line Item No. ____

[List as necessary]

(v) The Government will evaluate *offers* in accordance with the policies and procedures of FAR [part 25](#).

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II*. If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Israeli End Products:

Line Item No.

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraphs (g)(1)(i)(B) and (g)(1)(ii) for paragraphs (g)(1)(i)(B) and (g)(1)(ii) of the basic provision:

(g)(1)(i)(B) The terms “Korean end product”, “commercially available off-the-shelf (COTS) item,” “critical component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(g)(1)(ii) The Offeror certifies that the following supplies are Korean end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Korean End Products or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at [9.104-5\(a\)\(2\)](#) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

- ☐ (i) *The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.*
- ☐ (ii) *The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.*

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

- (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

☐ (1) *Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4](#)(c)(1).* The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) *Certain services as described in FAR [22.1003-4](#)(d)(1).* The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and 3325(d), reporting requirements of [26 U.S.C. 6041](#), 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) *Representation*. The Offeror represents that—

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

(ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR [25.703-2\(a\)\(2\)](#) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#)) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that–

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that–

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name: _____.

(Do not use a "doing business as" name).

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM ([12.301](#)(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: _____.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) and section 889(a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that—

(i) It ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

Alternate I (Feb 2024). As prescribed in [12.301](#) (b)(2), add the following paragraph (c)(12) to the basic provision:

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(5) of this provision.)

☐ Black American.

☐ Hispanic American.

- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

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)

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.