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

Solicitation number: 1240BE26Q0088 is issued as a Request for Quotation (RFQ)

Project: US Forest Service, International Institute of Tropical Forestry (IITF) Janitorial Services

This acquisition is a Women-owned Small Business Set-Aside. The applicable North American Industry Classification Standard Code is 561720 Janitorial Services The small business size standard is $ 22 million. All responsible sources may submit a quotation to be considered by the agency.

Award Type: It is anticipated that a Firm Fixed Price Purchase Order will be awarded as a result of this synopsis/solicitation.

Statement of Requirement: Provide janitorial services for five (5) buildings on the IITF complex: Headquarters, Library, Conference Center, Remote Sensing laboratory (known as the GIS building) and the multi-purpose building.

All work shall be performed in accordance with all applicable codes, and standards. See Attachment 3, Performance Work Statements (PWS) for further information.

Schedule of Items See Attachment 2 - Schedule of Items. Complete the Schedule of Items with quoter's business information and pricing.

Unit of Issue: Month = MO

Location: All work shall be performed at the International Institute of Tropical Forestry Headquarters Complex, located at Botanical Gardens South, 1201 Calle Ceiba, San Juan, Puerto Rico, 00926
County: San Juan

Estimated Start Work Date: August 16, 2026
Period of Performance: Base Year: August 16, 2026, through August 15, 2027, plus four (4) Option Years.

Period	POP Start Date	POP End Date
Base Period	August 16, 2026	April 15, 2027
Option Period 1	August 16, 2027	April 15, 2028
Option Period 2	August 16, 2028	April 15, 2029
Option Period 3	August 16, 2029	April 15, 2030
Option Period 4	August 16, 2030	April 15, 2031

PRE-QUOTE SITE VISIT:
To request a Pre-quote Site Visit, contact: with Maysaa Ittayem, at email address: maysaa.ittayem@usda.gov or phone 787-766-5335. When you RSVP, provide: your company name, identify if Prime or Sub-contractor, attendee's full name, and email address.
Address: International Institute of Tropical Forestry Headquarters Complex, located at Botanical Gardens South, 1201 Calle Ceiba, San Juan, Puerto Rico, 00926

Solicitation Attachments:

Attachment 1 Solicitation	25 pages
Attachment 2 Schedule of Items	2 pages
Attachment 3 Performance Work Statement	20 pages
Attachment 4 Facilities Summary	5 pages
Attachment 5 Janitorial Work Schedule	5 pages
Attachment 6 Key Deliveries-Inspection Checklist	5 pages
Attachment 7 Wage Determination 2015-5707 Rev 29, Dated 5/13/2026	15 pages
Attachment 8 SF-1449	4 pages

EVALUATION AND BASIS FOR AWARD

The Provision at Federal Acquisition Regulations (FAR) 52.212-2, Evaluation—Commercial Products and Commercial Services is not applicable to this solicitation. In lieu of this Provision, quotes will be evaluated in accordance with FAR 12.203 based on the criteria listed below.

ADDENDUM to FAR 52.212-2:

(a) BASIS FOR CONTRACT AWARD: The source selection will be conducted in accordance with Federal Acquisition Regulation (FAR) Part 12, Acquisition of Commercial Products and Commercial Services. Award will be made to the offeror who is deemed responsible in accordance with the FAR, whose offer conforms to the solicitation requirements, and whose offer, judged by an overall assessment of the evaluation criteria and other considerations specified in this solicitation, will be best value to the Government.

(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.

(d) The government reserves the right to conduct a price realism analysis at any point during the evaluation process. The Government will evaluate prices for reasonableness using adequate competition and price analysis techniques.

The following factors shall be used to evaluate Quotes:

Factors described:

FACTOR I – TECHNICAL CAPABILITY

- Sub-Factor 1 – Service Work Plan
- Sub-Factor 2 – Quality Control Program (QCP)
- Sub-Factor 3 – Equipment/Materials List
- Sub-Factor 4 – Use of Biobased Products

FACTOR II – PAST PERFORMANCE

The Past Performance evaluation will be accomplished by reviewing aspects of an Offeror's recent and relevant Past Performance, as it directly relates to the services being procured under this solicitation, and as defined in Addendum to FAR 52.212-2 Evaluation – Commercial Products and Commercial Services.

(A) Past Performance information described herein is required on the offeror and all subcontractors, teaming partners, and/or joint venture partners proposed to perform on the proposed effort.

(B) Relevant Past Performance. The offeror shall include documentation regarding their relevant past performance as it directly relates to the services being procured under this solicitation. The offeror SHALL NOT go back any farther than 3 years for the submitted data. The past performance data shall document a successful history of past contract performance. <u>Past Performance seeks to affirm an Offeror's ability to conform to contract requirements, timeliness, quality of workmanship, business practices such as cost and schedule control, and customer satisfaction through reference checks.</u>

(C) In conducting the Past Performance evaluation, the Government reserves the right to use both the information provided in the offeror's Past Performance submission and information obtained from other sources, such as the Past Performance Information Retrieval System (PPIRS) or similar systems, The Contractor Performance Assessment Reporting System (CPARS) at https://www.cpars.gov, and commercial sources. Offerors are reminded that both independent data and data provided by offerors in their offers may be used by the Government to evaluate offeror past performance. However, the burden of providing thorough, complete, and current past performance information as requested in this paragraph remains with the offerors.

The overall past performance evaluation is a subjective decision based on the whole of all data received. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

(D) Submission Requirements. The offeror shall provide documentation outlining the offeror's past performance on contracts, as a prime or subcontractor, of the same or similar in nature, size, and complexity to the services being procured under this solicitation. <u>For each past performance project listed, provide the following: associated contract number, total contract value, period of performance, location, description of services provided, your contract role (indicate prime or subcontractor), and at least one contact (reference) name and phone number, and email address.</u>

FACTOR III – PRICE

EVALUATION FACTORS – FOR QUOTER'S RESPONSE:

EVALUATION CRITERIA. Evaluation criteria consist of factors and sub-factors. The offers will be evaluated under 3 evaluation factors and 4 sub-factors.

FACTOR I – TECHNICAL CAPABILITY. The Government will evaluate the degree to which your offer demonstrates capability to perform all the services required in the Performance Work Statement (Attachment 3); including the following criteria:

Sub-Factor 1 – Service Work Plan and Key Personnel. To be determined acceptable the offeror shall provide a service plan describing the method or combination of methods to be utilized to accomplish all the work required in Attachment 3. The service plan shall include how each task will be accomplished, work rate, starting and ending point, and number of employees to be appointed.

For those performing duties on-site, they shall be clearly identified by first and last name, their skill level and task they'll perform, and their years of experience. Include the same information (name, skill level, years of experience) for subcontractors if you plan to use a subcontractor for any work under contract. Personnel will be required to go through a background investigation. Do not include personnel Social Security numbers and addresses in response to the solicitation.

Sub-Factor 2 – Quality Control Plan (QCP). To be determined acceptable the offeror shall provide a Quality Control plan adequately addressing the responsibility of carrying out its quality control obligations and contain measurable inspection and acceptance criteria corresponding to the PWS (Attachment 3)

Sub-Factor 3 – Equipment/Materials List. To be determined acceptable the offeror shall provide a full list of the equipment/materials to be utilized to accomplish all the work required in the PWS (Attachment 3).

Assigning Ratings: Each Technical Capability Sub-Factor 1 through 3 will receive one of the adjectival ratings defined below. To receive an acceptable rating for this factor, all sub-factors must be rated acceptable.

Technically Capability Rating	
Rating	Description
Acceptable	Offer clearly meets the minimum requirements of the solicitation.
Unacceptable	Offer does not clearly meet the minimum requirements of the solicitation.

Sub-Factor 4 – Use of Biobased Products and EPA-designated Items. To be determined acceptable the offeror shall provide a statement demonstrating compliance, provide a list of biobased products and EPA-designated items and describe their use on the contract. Include the percentage of their biobased content or recycled materials content.

Assigning Ratings: Sub-Factor 4 will receive one of the adjectival ratings defined below. To receive an acceptable rating for this factor, this sub-factor must be rated acceptable.

Biobased Products and EPA-designated Items Rating	
Rating	Description
Acceptable	Proposal clearly states the utilization of biobased products, list of products, certification and biobased or recycled content percentage, and use.
Unacceptable	Proposal does not clearly state the utilization of biobased products, does not include a list of products, lacks certification, and is lacking in clear understanding of use and application. Proposal does not clearly state the utilization of biobased products, does not include a list of products, lacks certification, and is lacking in clear understanding of use and application.

FACTOR II – PAST PERFORMANCE. The Past Performance evaluation will assess the relative risks associated with an offeror's likelihood of success in performing the solicitation's requirements as indicated by that offeror's record of past performance. Performance risk is assessed at the factor level after evaluating aspects of the offeror's recent past performance and focusing on performance that is relevant to the services and/or products being procured under this solicitation. Past performance areas of evaluation include quality, timeliness, business practices, and customer satisfaction.

(A) Recency Assessment. An assessment of the past performance information will be made to determine if it is recent. To be recent, the effort must be ongoing or must have been performed during the past 3 years from the date of issuance of this solicitation. Past performance information that fails this condition will not be evaluated.

(B) Relevancy Assessment. An assessment of the past performance information will be made to determine if it is relevant. To be relevant, the effort must be the same or similar in nature, size, magnitude, complexity, and scope to the services and/or products being procured under this solicitation. Past performance information that fails this condition will not be evaluated.

Assigning Ratings. The Past Performance Factor will be assigned one of the ratings defined below. An award will not be made to any offeror who receives an "Unacceptable" past performance rating.

Table A-2. Relevant Past Performance Evaluation Ratings

Rating	Description
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown.
Unacceptable	Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

Offerors without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, will not be evaluated favorably or unfavorably on past performance. Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

FACTOR III – PRICE. Price is not formally scored but is the primary evaluation factor for determining award. The government expects competitive offers to be submitted for this procurement and will use these competitive offers to determine price reasonableness. Price Reasonableness, in its nature and amount, does not exceed that which would be incurred by a prudent person in the conduct of competitive business. If competitive offers are not received, the Government reserves the right to utilize other methods identified in the FAR to determine price reasonableness.

(A) Completeness. Each offeror is required to provide complete pricing for each contract line identified. Unit price and totals shall be in exact dollars and cents – no rounding.

(B) The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Options for this requirement will be evaluated in accordance with FAR Clause 52.217-5. Evaluation of options shall not obligate the Government to exercise the options(s).

FAR 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2025)

For simplified acquisitions, the word quote or quoter is substituted in Provision FAR 52.212-1 for the word offer or offeror and is interchangeable throughout the solicitation.

FAR 52.212-1 is amended as follows:

(a) Submission of Quotes
To respond to this quote, email the following documents:
1) Attachment 2 – Schedule of Items – filled in and signed
2)Your written response to the Evaluation Factors. Adobe Acrobat or Word documents accepted. Failure to respond to evaluation factors will result in exclusion from the evaluation.
3) Attachment 15 SF-1449: Sign Blocks 17a and 30 a, b, and c

Date, time, and place of receipt of Quote through email only:

Date	Time	Method of Submission
August 6, 2026	**2:00 PM (PST)**	Quotes shall be submitted electronically via email to the Government Points of Contact below.

Government Points of Contact:

Title	POC
Contracting Officer	Paula Winningham paula.winningham@usda.gov

(b) Period for acceptance of Quote:

The Offeror agrees to hold its offer firm through September 25, 2026.

(c) Questions
Questions shall be submitted via email to paula.winningham@usda.gov are due no later than three days prior to quote due date and time. This will ensure enough time to respond before the solicitation period ends. Please include the solicitation name and number as the subject line of the email.

FAR or Agriculture Acquisition Regulation (AGAR) Provisions by full text:

FAR 52.223-1 BIOBASED PRODUCT CERTIFICATION (NOV 2025)

As required by the Farm Security and Rural Investment Act of 2002 (7 U.S.C. 8101(4)) and the Energy Policy Act of 2005 (7 U.S.C. 8102(a)(2)(F)), the Offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture at https://www.biopreferred.gov/resources/categories.html to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the Offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements. (End of provision)

FAR 52.223-4 RECOVERED MATERIAL CERTIFICATION (MAY 2008)
As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements. (End of provision)

USDA BIOBASED PRODUCTS website:

https://www.biopreferred.gov/BioPreferred/faces/pages/BiobasedProducts.xhtml

EPA-DESIGNATED ITEMS website:

https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

FAR 52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of Provision)

AGAR 452.203-70 ANTI-DISCRIMINATION AND DIVERSITY, EQUITY, AND INCLUSION (DEI) CERTIFICATION (DEC 2025)

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

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

FAR 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

FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2024)
FAR 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (JAN 2017)
FAR 52.204-7 System for Award Management—Registration (NOV 2025)
FAR 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations - Representation (SEP 2025)
FAR 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (SEP 2025)
FAR 52.217-5 Evaluation of Options (NOV 2025)
FAR 52.233-2 Service of Protest (SEP 2025)
FAR 52.240-90 Security Prohibitions and Exclusions Representations and Certifications (NOV 2025)

FEDERAL ACQUISITION REGULATION (FAR) AND UNITED STATES DEPARTMENT OF AGRICULTURE ACQUISITION REGULATION (AGAR) CLAUSES AND PROVISIONS

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

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

FAR or AGAR Clauses Incorporated by Full Text:

FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a)The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b)The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1)When no longer needed for contract performance.

(2)Upon completion of the Contractor employee's employment.

(3)Upon contract completion or termination.

(c)The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d)The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the sub-contractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer. (End of clause)

FAR 52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (NOV 2025)

(a) Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from nonprofit agencies participating in the program operated by the Committee for Purchase From People Who Are Blind or Severely Disabled (the Committee) under 41 U.S.C. 8504. The Committee operates under the name AbilityOne Commission. Additionally, some of these supplies are available

from the Defense Logistics Agency (DLA), the General Services Administration (GSA), or the Department of Veterans Affairs (VA). The Contractor shall obtain mandatory supplies or services to be provided for Government use under this contract from the specific sources indicated in the contract schedule.
(b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies or services by the time required, or if the quality of supplies or services provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies or services from other sources until the Contracting Officer has notified the Contractor that the Committee or an AbilityOne central nonprofit agency has authorized purchase from other sources.
(c) Price and delivery information for the mandatory supplies is available from the Contracting Officer for the supplies obtained through the DLA/GSA/VA distribution facilities. For mandatory supplies or services that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contact for

ABILITY ONE CENTRAL NONPROFIT AGENCIES ARE:
(1) NATIONAL INDUSTRIES FOR THE BLIND website: www.NIB.org
1310 Braddock Place, Alexandria, VA 22314-1691, (703) 310-0500

(2) NISH/SourceAmerica website: www.SourceAmerica.org
8401 Old Courthouse Road, Vienna, VA 22182, (571) 226-4660

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (DEVIATION NOV 2025)

(a) *Definitions*. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.,* use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—
(1) Notify the Contracting Officer in writing as soon as possible;
(2) Remedy the delay as quickly as possible; and
(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*—
(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
(3) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
(4) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—
(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
(B) Affected contract number and delivery order number, if applicable;
(C) Affected line item or subline item, if applicable;
(D) Contractor point of contact; and
(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
(5) *Interest*.
(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to

the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by FAR part 33 if–
(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).
(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
(v) Amounts shall be due at the earliest of the following dates:
(A) The date fixed under this contract.
(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.
(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-
(A) The date on which the designated office receives payment from the Contractor;
(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon—
(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered under this contract are merchantable and fit for use for the particular purpose described in this contract.
(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
(1) The schedule of supplies/services;
(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
(3) Other contract clauses incorporated in the solicitation or contract;
(4) Addenda to this solicitation or contract;
(5) Solicitation provisions incorporated in the solicitation;
(6) Other paragraphs of this clause;
(7) Other documents, exhibits, and attachments; and
(8) The specification.

(s) *Unauthorized obligations*.
(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:
(i) Any such clause is unenforceable against the Government.
(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.
(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.
(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(u) *Incorporation by reference*. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

FAR 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 10 days of contract expiration.

(End of Clause)

FAR 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 45 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 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 *60 months.* (End of clause)

FAR 52.223-2 REPORTING OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (NOV 2025)

(a) *Definitions.* As used in this clause—
Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (7 CFR 4270.2).
USDA-designated product category a generic grouping of biobased products that are listed by USDA in a procurement guideline (7 CFR part 4270) and for which USDA has provided minimum biobased content standards (see https://www.biopreferred.gov/resources/categories.html).

(b) *Requirement*. The Contractor shall—

(1) Report to https://www.sam.gov, with a copy to the Contracting Officer, on the product types and dollar value of any biobased products in USDA-designated product categories purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and
(2) Submit this report no later than—
(i) October 31 of each year during contract performance; and
(ii) At the end of contract performance.

FAR 52.246-4 INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)

(a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may-
(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
(2) Reduce the contract price to reflect the reduced value of the services performed.
(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may-
(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
(2) Terminate the contract for default. (End of clause)

FAR 52.247-21 CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE (APR 1984)

(1) The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.
(2) The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this contract, insuring the Contractor against all claims for injury or damage.
(3) The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.
(4)The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this contract, and the Government shall be indemnified and saved harmless against claims for damage or injury in such cases.

AGAR 452.203-71 ANTI-DISCRIMINATION AND DIVERSITY, EQUITY, AND INCLUSION (DEI) COMPLIANCE (MAY 2026)

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

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

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

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

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

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

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

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

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

AGAR 452.203-72 UNENFORCEABLE SUPPLIER TERMS (MAY 2026)

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

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

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

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

AGAR 452.204–70 MODIFICATION FOR CONTRACT CLOSEOUT (DEVIATION APR 2026)

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

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

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

Contracting Officer will issue a unilateral modification u and proceed with closeout upon completion of performance, acceptance, and final payment. (End of Clause)

AGAR 452.204-71 PERSONAL IDENTITY VERIFICATION AND WORKFORCE INTEGRITY OF CONTRACTOR EMPLOYEES (APR 2026)

(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.

(b) 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.

(c) 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:

1. Verify the identity, work authorization, and qualifications of all personnel assigned;
2. Ensure only the individuals presented to USDA for PIV enrollment or identity verification perform work;
3. Detect and address indicators of identity fraud, unauthorized substitution, or other workforce integrity risks; and
4. Ensure continuous oversight of personnel, including remote workers, in accordance with any reporting requirements specified in the Contract.

(d) Mandatory Removal and Replacement. If the Government determines that a contractor employee fails to meet eligibility, security, integrity, or performance requirements, the Contracting Officer may direct the contractor to remove the individual from performance. The contractor must:

1. Remove the employee immediately upon notice;
2. Provide a qualified replacement at no additional cost to the Government; and
3. Ensure continuity of operations so as not to impact mission requirements.
4. Failure to promptly remove or replace employees when directed may result in remedies including withholding payment, termination, or other actions authorized under this contract.

(e) Impact on contractor Performance. Contractor compliance with this clause, including timely removal and replacement of personnel, adherence to PIV requirements, and maintenance of workforce integrity, is a material requirement of this contract. Incidents of identity discrepancies, failure to maintain an eligible workforce, submission of personnel who do not match verified identities, unauthorized substitutions, or failure to comply with Government direction may result in termination and will be documented in the contractor's performance assessment and reflected in the Contractor Performance Assessment Reporting System (CPARS).

(f) Subcontractor Applicability. The contractor must include this clause in all subcontracts requiring routine unaccompanied physical access to a Federally controlled facility and/or routine unaccompanied access to a Federally controlled information system. The contractor is accountable for ensuring subcontractor compliance.

(g) No Government Direction of Hiring Practices. Nothing in this clause authorizes the Government to direct the contractor's internal hiring processes or require the disclosure of personal information beyond what is authorized by law, regulation, or contract terms. The contractor remains solely responsible for determining lawful methods to meet the requirements of this clause. (End of Clause)

NOTIFICATION OF SUBCONTRACTING

The Contractor shall notify the Contracting Officer prior to entering into any subcontract arrangement. The subcontractor shall have the experience and be equipped for such work. All clauses contained in this contract will be passed down to the subcontractor with a signed notice of subcontracting The written notification shall include as a minimum:

- The name, address, SAM UEI number (if available) and telephone number of the subcontractor.
- The date upon which the subcontract was entered into and its duration
- A detailed description of the work being subcontracted including a listing of contract items, units, etc., as appropriate.
- Documentation of the subcontractor's representative authority.
- The Government has the right to reject any subcontractor who they have past knowledge of with performance issues.

Subcontracting any portion of the contract shall not relieve the Prime Contractor of any responsibility under this contract. Any subcontract agreement shall contain all terms and conditions of the prime contract.

Subcontractors not included in the evaluation factors/technical proposal shall require pre-approval from the CO/COR prior to project work.

USE OF PREMISES

The Contractor shall comply with the regulations governing the operation of premises that are occupied and shall perform his contract in such a manner as not to interrupt or interfere with the conduct of Government business.

STORAGE OF MATERIALS AND EQUIPMENT

Materials shall be stored to assure the preservation of their quality and fitness for work. All storage sites approved by the Government shall be kept in satisfactory condition and/or restored after use at the Contractor's expense.

PROPERTY AND PERSONAL DAMAGE

(a) The Contractor shall use every precaution necessary to prevent damage to public and private property. Land monuments and property markers shall not be disturbed until the Contracting Officer, or his/her representative, has witnessed or otherwise referenced their location and directed their removal.

(b) The Contractor shall be responsible for all damage to property and to persons, including third parties, that occur as a result of his/her agent's or employee's fault or negligence. The term "third parties" is construed to include employees of the government.

PUBLIC OFFICIALS NOT PERSONALLY LIABLE

There shall be no personal liability upon the Contracting Officer or officer in charge, their agents or employees, for any act performed in the discharge of any duty imposed or the exercise of any power or authority conferred upon them, by, or with the scope of the contract, it being understood that in all such matters they act solely as agents and representatives of the Government.

PAYMENT

Payment will be made monthly, in arrears, for janitorial services that have been satisfactorily provided. The Contractor will submit an invoice each month after assuring themselves that all work has been completed timely, in accordance with the Performance Work Statement, Checklist, and Contractor's Quality Control Plan. The Government will review the performance as compared to contract standards, the Quality Assurance Plan and the Performance Objectives.

PROCESSING INVOICES THROUGH INVOICE PROCESSING PLATFORM (IPP)

The contractor shall only invoice for work performed and inspected by the Government as authorized by the contract. Payment will be made for actual quantities for those items listed on the Schedule of Items. All other work is incidental to those pay items. The Contractor shall upload a PDF copy of their company invoice into IPP when invoicing electronically through IPP. The invoice shall follow the Schedule of Items description of services and rates.

The USDA, Forest Service requires the use the Invoice Processing Platform (IPP) for electronic submission and tracking of purchase orders, invoices, and payment information to its suppliers of goods and services. IPP is a Government-wide, secure web-based invoice processing service offered free of charge to Government agencies and their suppliers by the U.S. Department of Treasury's Financial Management Service (FMS). The contract awardee will need to register at the following link: www.ipp.gov

If your company is a current user of IPP, no further enrollment actions are necessary. The IPP Customer Support Desk is available to assist users Monday through Friday (excluding bank holidays) from 8 a.m. - 6 p.m. ET, including answering any questions related to accessing IPP or completing the registration process. Their toll-free number is 1-866-973-3131 or they can be reached at IPPCustomerSupport@fms.treas.gov.

OVER AND ABOVE WORK (BEYOND CUSTOMARY CLEANING)

(a) Contracts for the performance of janitorial services may, although rare, require over and above work requirements. When they do, the contracting officer shall establish a modification for the over and above work.

(b) Over and above requirements task the contractor to identify needed services or may be identified by the CO/COR, then request the contractor to follow paragraph (c).

(c) The contractor shall submit the following information for all over and above work: type of work required; detailed work description; specific location, estimated labor hours; materials required to complete the work, and proposed cost. Data shall be sufficient to satisfy contract requirements and obtain the authorization of the Contracting Officer to perform the proposed work.

(d) The contractor shall not proceed with over and above work until the Government promptly reviews the information submitted. The government will verify that the proposed work is required and not covered under the basic contract line item(s) and that the proposed corrective action is appropriate. The government will authorize over and above work as necessary.

(e) All over and above work requests shall be within the scope of janitorial services and negotiated prior to performance of the work. All over and above work as applied to the contract will be at the discretion of the Government.

POST AWARD CONFERENCE

A post award conference is required within 10 days after contract award and prior to project start. The conference will be held virtually. **(PWS, Deliverable 9**)

FAR 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

FAR 52.203-6 Restrictions on Subcontractor Sales to the Government (Jun 2020) with Alternate I (Nov 2021)
FAR 52.203-17 Contractor Employee Whistleblower Rights (NOV 2023)
FAR 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements(JAN 2017)
FAR 52.204-13 System for Award Management (NOV 2025)
FAR 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2025)
FAR 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (SEP 2025)
FAR 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (SEP 2025)
FAR 52.219-8 Utilization of Small Business Concerns (NOV 2025)
FAR 52.219-14 Limitations on Subcontracting (NOV 2025)
FAR 52.219-30 Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022)
FAR 52.222-3 Convict Labor (JUN 2003)
FAR 52.222-35 Equal Opportunity for Veterans (NOV 2025)
FAR 52.222-36 Equal Opportunity for Workers with Disabilities (NOV 2025)
FAR 52.222-37 Employment Reports on Veterans (NOV 2025)
FAR 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
FAR 52.222-41 Service Contract Labor Standards (AUG 2018)
FAR 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
GS-3	**$9.93/hour plus $5.55 Fringe**

FAR 52.222-50 Combating Trafficking in Persons (NOV 2025)
FAR 52.222-54 Employment Eligibility Verification (NOV 2025)
FAR 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022)
FAR 52.222-90 Addressing DEI Discrimination by Federal Contractors (APR 2026)
FAR 52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024)
FAR 52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2024)
FAR 52.223-23 Sustainable Products and Services (NOV 2025)
FAR 52.232-33 Payment by Electronic Funds Transfer— System for Award Management (OCT 2018)
FAR 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)
FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (MAR 2023)
FAR 52.233-3 Protest After Award (SEP 2025)
FAR 52.233-4 Applicable Law for Breach of Contract Claim (SEP 2025)
FAR 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)

FAR 2.240-91 Security Prohibitions and Exclusions (NOV 2025)
FAR 52.244-6 Subcontracts for Commercial Products and Commercial Services (NOV 2025)
FAR 52.245-1 Government Property (SEP 2021)
FAR 52.245-9 Use and Charges (APR 2012)

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.