

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE OF 1 23	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 12639526R0007		6. SOLICITATION ISSUE DATE 09/14/2026
7. FOR SOLICITATION INFORMATION CALL:		a. NAME KIM YEN TU			b. TELEPHONE NUMBER (No collect calls) 612-336-3602		8. OFFER DUE DATE/LOCAL TIME 10/06/2026 1100 CT
9. ISSUED BY USDA APHIS 250 MARQUETTE AVE SUITE410 MINNEAPOLIS MN 55401				CODE APHIS-MN-1263	10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR: ☐ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) ☐ 8(A) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 481219 SIZE STANDARD: \$25		
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED ☒ SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700) ☐		13b. RATING 14. METHOD OF SOLICITATION ☐ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☒ REQUEST FOR PROPOSAL (RFP)	
15. DELIVER TO NW Screwworm Dispersal Facility 22675 N Moorefield Rd Building 6101 / 6102 Edinburg TX 78541		CODE APHIS-NWSDIS-7SWD		16. ADMINISTERED BY USDA APHIS 250 MARQUETTE AVE SUITE410 MINNEAPOLIS MN 55401			
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY			
				CODE			
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM			
☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Request for Proposal for New World Screwworm Aerial Release Services & Air Transportation Services. Please read through the combined synopsis/solicitation and attachments thoroughly. --- Period of Performance: 12/15/2026 to 12/14/2027 (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Government Use Only)	
☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						☒ ARE ☐ ARE NOT ATTACHED.	
☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						☐ ARE ☐ ARE NOT ATTACHED.	
☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ 1 _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					☐ 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				CRAIG D. HARPER			

NWS Aerial Release & Air Transportation Services
Solicitation No. 12639526R0007

A. Statement of Requirement

Request for Proposal (RFP) to establish one or multiple Hybrid T&M and FFP IDIQ commercial contract to support New World Screwworm (NWS) eradication and prevention effort.

This contract provides aircraft and crew services for aerial release of sterilized NWS and for transportation of pupae. Pupae will be transported from production facilities (currently in Pacora, Panama) to the dispersal base of operations currently located in Edinburg, Texas. Aerial release base of operations is currently located in Edinburg, Texas. Contractor is expected to perform aerial release along the Texas border into Mexico and in other areas where NWS cases come up. The contractor will work in partnership with USDA APHIS to receive weekly updates regarding the release flight grids and transportation schedule. At any time during the execution of the contract, the number of transportation flights and/or the size of existing dispersal grids, as well as the number of municipalities under treatment, may change, as determined by the COR or his/her designated representative.

B. Technical Data - Solicitation Attachments

The following documents are included as attachments to this solicitation and can be accessed via the “Attachments” section of the posting.

- Attachment 1 – Performance Work Statement_ NWS Aerial Release Services
 - Appendix One (1) - Insect Release Machine Drawings
- Attachment 2 - Performance Work Statement_ NWS Transportation Services
- Attachment 3 - APHIS Aviation Operations Manual
- Attachment 4 – Price Proposal Spreadsheet (For offerors to fill and submit with proposal.)
- Attachment 5 – Technical Proposal Submission Requirements
- Attachment 6 – Applicable Wage Determinations
- Attachment 7 – Specialized Experience Questionnaire

C. Notes to Offeror

1. **Offers must be submitted by email to Kim Yen Tu at kimyen.tu@usda.gov** by the time specified on the solicitation SF1449 and on SAM.gov. It is the offeror’s responsibility to ensure offers are received on time. **NO LATE PROPOSALS WILL BE ACCEPTED.** Subject line of the email submission should include the solicitation number 12639526R0007.
2. **PROPOSAL SUBMISSION REQUIREMENTS:** It is the Offeror’s responsibility to ensure completeness of the proposal. Proposals submitted in response to this solicitation **MUST** include the following:

☐ Cover letter with the following information:

- Solicitation Number
- Organization/Business name and address
- Names, titles, phone, and email addresses of persons authorized to negotiate on the offerors’ behalf with the government
- Name, titles, phone, and email addresses of persons authorized to sign proposal

**NWS Aerial Release & Air Transportation Services
Solicitation No. 12639526R0007**

☐ Signed SF1449 and acknowledgement of Amendments if applicable

☐ Complete Price Proposal. Please use Attachment 4, Pricing Proposal Spreadsheet to fill out pricing. No changes to the Price schedule or CLINS will be accepted. Contractor may submit a proposal for both aerial dispersal services and air transportation services or one or the other. Please submit as an excel spreadsheet, do not convert to PDF. The government may request data other than certified cost or pricing data to determine fair and reasonable price.

☐ Technical Proposal.

Provide responses to all technical evaluation factors as specified in Attachment 5, Technical Proposal Submission Requirements.

☐ Offeror's Representations and Certifications or a copy of SAM registrations showing Contractors UEI number. Offers must be registered in SAM.gov, including Representations and Certifications.

3. **Any questions pertaining to this Request for Proposal shall be directed to Kim Yen Tu by email only to kimyen.tu@usda.gov no later than September 24, 2026.** 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. The government will not respond directly to individual questions and responses will not be provided to telephonic inquiries.

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

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

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

52.252-2 Clauses Incorporated by Reference

Feb 1998

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

52.212-4 Terms and Conditions—Commercial Products and Commercial Services (Nov 2025)

☒ Alternate I (Nov 2025) of 52.212-4

**NWS Aerial Release & Air Transportation Services
Solicitation No. 12639526R0007**

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

The following clauses are applicable if checked:

- ☒ 52.203-6 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)
- ☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Sep 2025)
- ☒ 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Nov 2025)
- ☐ 52.219-6 Notice of Total Small Business Aside (Nov 2025)
 - ☐ Alternate I (Mar 2020).
- ☒ 52.219-8 Utilization of Small Business Concerns (Nov 2025)
- ☐ 52.219-9 Small Business Subcontracting Plan (Nov 2025)
 - ☐ Alternate III (Nov 2025) of 52.219-9.
 - ☐ Alternate IV (Nov 2025) of 52.219-9
- ☐ 52.219-14 Limitations on Subcontracting (Nov 2025)
- ☒ 52.219-16 Liquidated Damages—Subcontracting Plan (Nov 2025)
- ☐ 52.219-33 Nonmanufacturer Rule (Nov 2025)
- ☒ 52.222-3 Convict Labor (June 2003)
- ☒ 52.222-19 Child Labor—Cooperation with Authorities and Remedies (Nov 2025)
- ☒ 52.222-35 Equal Opportunity for Veterans (Nov 2025)
 - ☐ Alternate I (Jul 2014) of 52.222-35
- ☒ 52.222-36 Equal Opportunity for Workers with Disabilities (Nov 2025)

NWS Aerial Release & Air Transportation Services
Solicitation No. 12639526R0007

- ☐ Alternate I (Jul 2014) of 52.222-36
- ☒ 52.222-37 Employment Reports on Veterans (Nov 2025)
- ☒ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
- ☒ 52.222-41 Service Contract Labor Standards (Aug 2018)
- ☒ 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

This Statement is for Information Only:

It is not a Wage Determination

Employee Class	Monetary Wage -- Fringe Benefits
Airplane Pilot	GS-12

- ☒ 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)
- ☐ 52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (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)
- ☒ 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)
- ☒ 52.222-90 Addressing DEI Discrimination by Federal Contractors (Apr 2026)
- ☒ 52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (Nov 2025)
- ☐ 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)
- ☐ Alternate I (May 2008) of 52.223-9
- ☒ 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Nov 2025)
- ☐ 52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Nov 2025)
- ☒ 52.223-23 Sustainable Products and Services (Nov 2025)
- ☐ 52.224-3 Privacy Training (Jan 2017)
- ☐ Alternate I (Jan 2017) of 52.224-3
- ☐ 52.225-1 Buy American-Supplies (Nov 2025)
- ☐ Alternate I (Oct 2022) of 52.225-1
- ☐ 52.225-3 Buy American--Free Trade Agreements--Israeli Trade Act (Nov 2025)
- ☐ Alternate II (Nov 2025) of 52.225-3.
- ☐ Alternate III (Nov 2025) of 52.225-3.
- ☐ Alternate IV (Oct 2022) of 52.225-3

**NWS Aerial Release & Air Transportation Services
Solicitation No. 12639526R0007**

- ☐ 52.225-5 Trade Agreements (Nov 2023)
- ☒ 52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission outside the United States (May 2020)
- ☒ 52.225-26 Contractors Performing Private Security Functions Outside the United States (Oct 2016)
- ☐ 52.226-4 Notice of Disaster or Emergency Area Set-Aside (Nov 2007)
- ☐ 52.226-5 Restrictions on Subcontracting Outside Disaster or Emergency Area (Aug 2025)
- ☐ 52.229-12 Tax on Certain Foreign Procurements
- ☐ 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)
- ☐ 52.232-34 Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013)
- ☐ 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 (No 2025)
- ☐ 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2025)
 - ☐ Alternate I (Apr 2023) of 52.247-64.
 - ☐ Alternate II (Nov 2021) of 52.247-64

Other Applicable Clauses

52.216-18 Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 12/15/2026 through 06/14/2031.

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

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

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

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

(3) If sent electronically, the Government either—

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

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

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

(End of clause)

NWS Aerial Release & Air Transportation Services
Solicitation No. 12639526R0007

52.216-19 Delivery – Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$2,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 65520 hours;

(2) Any order for a combination of items in excess of 65520 hours; or

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 Indefinite Quantity (Nov 2025)

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

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

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

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after *30 days after contract end date*.

(End of clause)

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than

**NWS Aerial Release & Air Transportation Services
Solicitation No. 12639526R0007**

once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days prior to contract 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 *30 calendar days prior to contract expiration*; 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 *5 years*.

(End of clause)

52.245-1 Government Property (Sep 2021)

☐ Alternate I (Sep 2021) of 52.245-1

52.245-2 Government Property

52.245-9 Use and Charges

52.246-15 Certificate of Conformance (Apr 1984)

52.247-34 F.O.B. Destination (Jan 1991)

AGAR Clauses

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

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

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

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

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

NWS Aerial Release & Air Transportation Services
Solicitation No. 12639526R0007

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

NWS Aerial Release & Air Transportation Services
Solicitation No. 12639526R0007

this contract, this clause and the terms of the Government contract must govern and supersede any supplier terms in all cases.

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

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

- (1) Requires the Government to pay future fees, penalties, interest, legal costs, early-termination fees, cancellation fees, minimum purchase commitments, true-up payments, seat-count minimums, usage minimums, continued-use charges, or any other financial obligation not expressly authorized by the contract.
- (2) Requires the Government to indemnify the contractor or any other entity.
- (3) Restricts the Government's ability to obtain similar supplies or services from another source.
- (4) Imposes any penalty, financial or otherwise, based on the Government's decision not to exercise an option.
- (5) Subjects the United States Government to the laws of any U.S. state, territory, district, municipality, or foreign nation, except where Federal law expressly permits such application.
- (6) Requires dispute resolution in a forum or venue other than one prescribed by applicable Federal law.
- (7) Establishes a period of limitations for bringing an action that differs from that provided by applicable Federal law.
- (8) Grants the contractor rights to use, mine, access, aggregate, analyze, or otherwise exploit Government data, usage data, or metadata.
- (9) Deems the Government to have accepted initial or revised terms based on silence, continued performance, or failure to object.
- (10) Grants the supplier the right to audit Government facilities, systems, records, or use of the product or service, except as expressly authorized by the contract and applicable Federal law.
- (11) Requires the Government to accept supplier security requirements, network access requirements, monitoring, penetration testing, or other technical or security measures.
- (12) Permits the supplier to suspend, degrade, or terminate access to products or services based on alleged non-payment, alleged breach, automated security triggers.
- (13) Limits the Government's right to use, install, access, test, evaluate, or transfer the licensed product or service in any manner consistent with the contract and Federal law.

NWS Aerial Release & Air Transportation Services
Solicitation No. 12639526R0007

- (14) Requires the Government to store, process, maintain, or transmit data in a particular geographic location, or permits the supplier to transfer Government data outside the United States, except as expressly authorized by applicable Federal law.
 - (15) Authorizes the supplier to use the Government's name, seal, trademark, logo, or any reference to the Government as an end user or customer for marketing, publicity, promotional activities, press releases, or similar purposes.
 - (16) Incorporates by reference, or requires the Government to accept, terms or conditions imposed by any third party, subcontractor, or upstream service provider, unless such terms are expressly incorporated into the contract by bilateral modification.
 - (17) Limits, conditions, or negates the contractor's performance obligations, service levels, or remedies through a supplier-provided service level agreement (SLA).
 - (18) Uses Government data, usage data, metadata, prompts, content, or interactions to train, fine-tune, improve, or derive any artificial intelligence, machine learning, or automated decision-making model.
 - (19) Subjects the Government to automated decision-making, automated risk scoring, automated content moderation, or any algorithmic process that may affect access, performance, or rights under the contract.
 - (20) Utilizes artificial intelligence or algorithmic tools that produce decisions, recommendations, or outputs affecting contract performance without providing transparency, explainability, auditability, and bias-mitigation consistent with applicable Federal law and policy.
 - (21) Profiles, tracks, or analyzes Government user behavior, preferences, communications, or interactions for personalization, marketing, or algorithmic optimization purposes.
- (e) Non-binding Actions. Neither the Government nor any Government authorized end user is deemed to have consented to any term, condition, or clause by virtue of its inclusion in the supplier agreement or through the use of clickwrap, browsewrap, "I agree" mechanisms, or similar means. Execution of such mechanisms does not bind the Government or its authorized end users to any unenforceable terms.
- (f) End user. The supplier agreement must bind the ordering activity as the end user to the extent it does not conflict with the terms of this clause, but it must not bind or impose personal liability on any Government employee or any person acting on behalf of the Government in their personal capacity.
- (g) Law and disputes. The supplier agreement is governed by Federal law.
- (h) Statutory exception. This clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
- (i) Continued performance. The supplier or licensor must not unilaterally revoke, terminate, or suspend any rights granted to the Government except as allowed by the contract. If the supplier or licensor believes the ordering activity to be in breach of the supplier agreement, it must pursue its

NWS Aerial Release & Air Transportation Services
Solicitation No. 12639526R0007

rights under the Contract Disputes Act or other applicable Federal statute while proceeding diligently with performance, pending final resolution of any dispute in accordance with the Disputes Clause at FAR 52.212-4(d) or FAR 52.233-1, as applicable.

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

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

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

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

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

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

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

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

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

(End of Clause)

452.204-70 Modification for Contract Closeout (Apr 2026)

NWS Aerial Release & Air Transportation Services
Solicitation No. 12639526R0007

(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)

AGAR 452.203-72 Unenforceable Supplier Terms (MAY 2026)

(a) Definitions.

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

1. Regardless of the format or style of the document. For example, supplier terms may appear in standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another similar legal instrument or agreement, and may be presented as part of a proposal or quotation responding to a solicitation for a contract or order or otherwise become effective after the contract date.
2. Regardless of the media or delivery mechanism used. For example, supplier terms may be presented as one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.

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

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

NWS Aerial Release & Air Transportation Services
Solicitation No. 12639526R0007

(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.

NWS Aerial Release & Air Transportation Services
Solicitation No. 12639526R0007

19. Subjects the Government to automated decision-making, automated risk scoring, automated content moderation, or any algorithmic process that may affect access, performance, or rights under the contract.
 20. Utilizes artificial intelligence or algorithmic tools that produce decisions, recommendations, or outputs affecting contract performance without providing transparency, explainability, auditability, and bias-mitigation consistent with applicable Federal law and policy.
 21. Profiles, tracks, or analyzes Government user behavior, preferences, communications, or interactions for personalization, marketing, or algorithmic optimization purposes.
- (e) Non-binding Actions. Neither the Government nor any Government authorized end user is deemed to have consented to any term, condition, or clause by virtue of its inclusion in the supplier agreement or through the use of clickwrap, browsewrap, “I agree” mechanisms, or similar means. Execution of such mechanisms does not bind the Government or its authorized end users to any unenforceable terms.
- (f) End user. The supplier agreement must bind the ordering activity as the end user to the extent it does not conflict with the terms of this clause, but it must not bind or impose personal liability on any Government employee or any person acting on behalf of the Government in their personal capacity.
- (g) Law and disputes. The supplier agreement is governed by Federal law.
- (h) Statutory exception. This clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
- (i) Continued performance. The supplier or licensor must not unilaterally revoke, terminate, or suspend any rights granted to the Government except as allowed by the contract. If the supplier or licensor believes the ordering activity to be in breach of the supplier agreement, it must pursue its rights under the Contract Disputes Act or other applicable Federal statute while proceeding diligently with performance, pending final resolution of any dispute in accordance with the Disputes Clause at FAR 52.212-4(d) or FAR 52.233-1, as applicable.
- (j) Arbitration. Binding arbitration must not be used unless specifically authorized by agency guidance.
- (k) Equitable or injunctive relief. Equitable or injunctive relief, including the award of attorney fees, costs, or interest, may be awarded against the United States Government only when explicitly provided by statute (e.g., the Prompt Payment Act or the Equal Access to Justice Act).
- (l) Revisions to supplier agreements. Any revisions to the supplier agreement must be incorporated into the contract using a bilateral modification. Unilateral revisions are not binding on the Government.
- (m) No automatic renewals. If any license or service tied to periodic payment is provided under the supplier agreement (e.g., annual software maintenance or annual lease term), such license or service must not renew automatically upon expiration of its current term without prior express written consent from an authorized Government representative.
- (n) Indemnification. Any clause of the supplier agreement requiring the supplier or licensor to defend or indemnify the end user is amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.
- (o) Taxes or surcharges. Any taxes or surcharges which the supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the associated Government contract or order and must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed otherwise.

NWS Aerial Release & Air Transportation Services
Solicitation No. 12639526R0007

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

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

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

(End of Clause)

452.204-70 Modification for Contract Closeout (Apr 2026)

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

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

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

(End of Clause)

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

NWS Aerial Release & Air Transportation Services
Solicitation No. 12639526R0007

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).

NWS Aerial Release & Air Transportation Services
Solicitation No. 12639526R0007

(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)

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

(a) 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.

(b) 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.

(c) The Government reserves the right to restrict, refuse, or cancel any participation in EDI services.
(End of clause)

Solicitation Information

Award Type

It is anticipated that one or more Hybrid T&M and FFP Indefinite Delivery, Infinite Quantity contract will be awarded as a result of this synopsis/solicitation. The IDIQ contract will have one base year and four option years. The total duration of this contract shall not exceed five (5) years.

The Government reserves the right to make more than one award (multiple awards) for different line items, if, after considering the additional administrative cost to the Government of awarding and administering separate contracts, it is determined that the multiple awards will result in the best

NWS Aerial Release & Air Transportation Services
Solicitation No. 12639526R0007

value to the Government. For purposes of evaluating the cost of making multiple awards, it is assumed that the administrative cost of awarding and administering a contract is \$500.

The line-item quantities listed in the Pricing Schedule are estimates only for evaluation purposes and are not intended to convey either a minimum or maximum quantity that will be ordered by the Government. See clauses FAR 52.216-18, Ordering and FAR 52.216-22, Indefinite Quantity. During the period specified in FAR clause 52.216-18, Ordering, the Government shall place orders totaling a minimum of \$2,500 (per contract) but not in excess of a cumulative maximum of \$650,000,000 (per contract). Each IDIQ contract awarded may have a different contract maximum amount. Contract delivery order minimums and maximums are addressed in 52.216-19, "Order Limitations".

Evaluation and Basis for Award

FAR 52.212-2 Evaluation - Commercial Products and Commercial Services (Nov 2025)

(a) Evaluation factors. 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 will be used to evaluate offers:

- Factor 1: Technical Capability
 - Subfactor 1 – Aircraft Availability & Safety
 - Subfactor 2 – Licenses & Permits
 - Subfactor 3 – Key Personnels
 - Subfactor 4 – Specialized Experience
- Factor 2: Aircraft & Equipment Maintenance Plan
- Factor 3: Past Performance
- Factor 4: Price
 - Total Proposed Price will be calculated using the offeror's Proposed Max Quantity for the base year and option years to reflect offeror's fleet availability rather than estimated/assumed Government flight hours.

Technical Capability and Aircraft & Equipment Maintenance Plan is more significant than past performance. All subfactors under Technical Capability are of equal importance. All evaluation factors other than price, when combined, are more important than price.

(b) Options (if applicable). 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. The evaluation of options does not obligate the Government to exercise the option(s).

(c) Notice of award. A written notice of award or acceptance of an offer 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.

**NWS Aerial Release & Air Transportation Services
Solicitation No. 12639526R0007**

(End of provision)

Service Contract Labor Standards

The Service Contract Labor Standards could apply to any contracts awarded through this solicitation. In accordance with (IAW) FAR 22.1002-3(a)(2), the place of performance for this contract is currently unknown. The Contracting Officer has determined Hidalgo County, Texas as the possible place of performance and has included Wage Determinations as an attachment to this solicitation. The Contracting Officer will obtain wage determinations for additional possible places of performance if asked to do so in writing to Kim Yen Tu at kimyen.tu@usda.gov.

Offerors must request additional wage determinations no later than two days before solicitation close. Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit proposals. However, a wage determination shall be incorporated in the resultant contract, and there shall be no adjustment to the contract price.

52.252-1 Solicitation Provisions Incorporated by Reference Feb 1998

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

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

FAR 52.212-1 is amended as follows:

Period for acceptance of offers.

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

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

**NWS Aerial Release & Air Transportation Services
Solicitation No. 12639526R0007**

The following provisions are applicable if checked:

- ☒ 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2024)
- ☒ 52.204-7 System for Award Management—Registration (Nov 2025)
 - ☐ Alternate I (Nov 2025) to 52.204-7
- ☐ 52.204-90 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)
- ☐ 52.219-2 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)
- ☐ 52.223-4 Recovered Material Certification (May 2008)
- ☐ 52.225-2 Buy American Certificate (Oct 2022)
- ☐ 52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate (Nov 2025)
- ☐ 52.225-6 Trade Agreements—Certificate (Feb 2021)
- ☐ 52.226-3 Disaster or Emergency Area Representation (Nov 2007)
- ☐ 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (Jul 2025)

Other Applicable FAR Provisions

- 52.216-31 Time and Materials/Labor Hour Proposal Requirements - Commercial Acquisition (Nov 2021)
- 52.217-5 Evaluation of Options (Nov 2025)
- 52.233-2 Service of Protest (Sep 2025)
- 52.237-1 Site Visits (Apr 1984)

AGAR Provisions

- 452.203-70 Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Certification (Dec 2025)

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

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

**NWS Aerial Release & Air Transportation Services
Solicitation No. 12639526R0007**

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

(b) If the offeror participates in, facilitates, or funds programs that implicate Title VI of the Civil Rights Act of 1964 or Title IX of the Education Amendments of 1972, as amended, including but not limited to grants to or for schools, colleges, universities, 4-H programs, non-governmental organization (NGO) programs, sports programs, and education-related grants to prisons or other detention facilities, by submission of its offer, the offeror certifies that it is compliant with those laws, including the requirements set forth in Executive Order 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity.

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

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

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

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

NOTICE FOR FILING AGENCY PROTESTS

United States Department of Agriculture (USDA) Protest Procedures

The United States Department of Agriculture (USDA) is committed to fair, transparent, and efficient acquisitions. Interested parties with concerns about this solicitation are encouraged to seek resolution through the following USDA procedures.

Tier 1: Contracting Officer Concern Resolution

Submission: Interested parties with concerns about either the solicitation or subsequent award should first submit their concern directly to the Contracting Officer, providing sufficient detail to allow the Contracting Officer to understand and assess the issue.

NWS Aerial Release & Air Transportation Services
Solicitation No. 12639526R0007

Process: The Contracting Officer will review the concern, seek clarification as needed, and engage with the interested party to attempt prompt resolution.

Review Timeline: The Contracting Officer will make every effort to provide a response or resolution within 10 business days of receiving the concern.

Effect on Award or Performance: Tier 1 engagement is not considered an official notification of filing an agency protest and does not pause solicitation deadlines, delay award decisions, or suspend contract performance.

Next Steps: If the matter cannot be resolved at Tier 1, the interested party may file a written agency protest under Tier 2. USDA encourages all parties to seek resolution with the Contracting Officer before filing an agency protest.

Tier 2: Agency Protest

If concerns cannot be resolved at Tier 1, an interested party may file a written agency protest with either the Contracting Officer or the USDA Independent Review Authority. The decision by the USDA Independent Review Authority is an alternative to a decision by the Contracting Officer. The USDA Independent Review Authority will not consider an appeal of the Contracting Officer's decision on an agency protest.

The protest must state whether the protester elects review by the Contracting Officer, by the USDA Independent Review Authority. If no election is stated, the Contracting Officer will decide the protest.

Required Information: Protests shall include the information set forth in FAR 33.104-4 (a)(3). Failure to submit the required information may result in a delay or dismissal of the protest.

Submission: Agency protests should be submitted electronically to SPE.inquiry@usda.gov and the Contracting Officer.

Timeliness: Protests must be filed within the timeframes specified in FAR 33.104.

Effect on Award or Performance: Contract awards or performance will be suspended during the protest period unless justified in writing for urgent and compelling reasons or determined to be in the best interest of the Government.

Review Timeline: USDA strives to resolve agency-level protests within 35 business days of receipt.

Election of Forum: By filing a protest with USDA, the protesters agree not to file a protest on the same matter with the Government Accountability Office (GAO) or any other external forum while the agency protest is pending. If such a protest is filed externally, the USDA agency protest will be dismissed.

Questions: Questions regarding this notice or protest procedures should be directed to the Contracting Officer identified in this solicitation.