

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1174704		PAGE OF 1 2		
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 1232SA26Q1480		6. SOLICITATION ISSUE DATE 09/14/2026	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME KATELYN NELSON			b. TELEPHONE NUMBER (No collect calls) 301-837-8754		8. OFFER DUE DATE/LOCAL TIME 09/23/2026 1700 CT	
9. ISSUED BY USDA ARS ACQUISITION AND PROPERTY D 5601 SUNNYSIDE AVENUE RM 3-2102 BELTSVILLE MD 20705				CODE ARS-1232SA 10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR: ☐ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): ☐ HUBZONE SMALL BUSINESS ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) 333248 ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) ☐ 8(A) SIZE STANDARD: 750				
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 PA SUGARBEET AND POTATO RESEARCH 1616 ALBRECHT BLVD NORTH FARGO ND 58102				16. ADMINISTERED BY USDA ARS ACQUISITION AND PROPERTY D 5601 SUNNYSIDE AVENUE RM 3-2102 BELTSVILLE MD 20705				
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	
0001	The purpose of this solicitation is to acquire a Patterson Kelley Blend Master Drive, or equivalent system, in accordance with the attached specifications. Delivery: 09/30/2026 Patterson Kelley Blend Master Drive System with blending shells Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)			1	EA			
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 <u>1</u> 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	
				KATELYN T. NELSON				

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Product/Service Code: 3650 Product/Service Description: CHEMICAL AND PHARMACEUTICAL PRODUCTS MANUFACTURING MACHINERY				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

**Patterson Kelley Blend Master Drive, or equivalent system
1232SA26Q1480**

Contract Administration Data

- i. Contracting Officer (CO): Katelyn Nelson
Address: USDA, ARS, AFM, APD, COB
5601 Sunnyside Ave
Beltsville, MD 20705
Email: Katelyn.Nelson@usda.gov
Phone: (301) 837-8754

- ii. Technical Point of Contact (TPOC):
Address: USDA, ARS, PA360
Sugarbeet & Potato Research
1616 Albrecht Blvd North
Fargo, ND 58102
Email:
Phone:

- iv. Contractor POC:
Email:
Phone:

Statement of Requirement

The USDA, ARS, Sugar Beet and Potato Research Center requires one (1) Patterson Kelley Blend Master Drive System (or equivalent) with compatible stainless-steel Cross-Flow blending shells to replace an obsolete Cross-Flow blender and maintain uninterrupted laboratory blending operations for ongoing research activities

Schedule of Items

CLIN	Description	Estimated Quantity	Unit of Issue	Unit Cost	Total
0001	Patterson Kelley (PK) Blend Master Drive, or equivalent system	1	EA		
TOTAL					

NAICS

This requirement is covered under NAICS code 333248. Size Standard 750 employees.

Non-Excepted Activity

Work under this contract has been determined NOT TO BE an Excepted Activity in the absence of an appropriation or CR. Activities under this contract do not support the preservation and protection of life and property and do not support law enforcement, health, and safety functions. In the event of shutdown, you will be notified by the cognizant contracting officer (CO) of the Government

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status and directed to suspend performance/stop work under this contract. For details on the procedures, see Federal Acquisition Regulation (FAR) Clause 52.242-14, Suspension of Work or FAR Clause 52.242-15, Stop Work Order, as included in this contract.

Legal Holidays

The Federal Government observes the following days as holidays.

New Year's Day	January 1st
Martin Luther King's Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25th

If the date falls on a Saturday, the Government holiday is the preceding Friday. If the date falls on a Sunday, the Government holiday is the following Monday. In addition to the days designated above as holidays, the Government may observe additional days in accordance with 5 USC 6103.

Technical Data

Technical data and supporting documentation associated with this solicitation are available through the following sources:

1. Solicitation Attachments

The following documents are included as attachments to this solicitation

- Attachment 1 – Specifications

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

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representations from offers based on provisions in the solicitation. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

52.252-2 Clauses Incorporated by Reference

Feb 1998

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

- 52.212-4 Terms and Conditions—Commercial Products and Commercial Services (Nov 2025)
 - ☐ Alternate I (Nov 2025) of 52.212-4
- 52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)
- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
- 52.222-50 Combating Trafficking in Persons (Nov 2025)
 - ☐ Alternate I (Nov 2025) of 52.222-50
- 52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
- 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
- 52.233-3 Protest After Award (Sep 2025)
- 52.233-4 Applicable Law for Breach of Contract Claim (Sep 2025)
- 52.240-91 Security Prohibitions and Exclusions (Nov 2025)
 - ☐ Alternate I (Nov 2025) of 52.240-91
- 52.244-6 Subcontracts for Commercial Products and Commercial Services (Nov 2025)

The following clauses are applicable if checked:

- ☐ 52.203-6 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)

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- ☐ 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)
 - ☐ 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)
- ☐ 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.

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- ☐ Alternate III (Nov 2025) of 52.225-3.
- ☐ Alternate IV (Oct 2022) of 52.225-3
- ☐ 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

52.247-34 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

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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

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device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.

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

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

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

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

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

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- (g) Law and disputes. The supplier agreement is governed by Federal law.
- (h) Statutory exception. This clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
- (i) Continued performance. The supplier or licensor must not unilaterally revoke, terminate, or suspend any rights granted to the Government except as allowed by the contract. If the supplier or licensor believes the ordering activity to be in breach of the supplier agreement, it must pursue its rights under the Contract Disputes Act or other applicable Federal statute while proceeding diligently with performance, pending final resolution of any dispute in accordance with the Disputes Clause at FAR 52.212-4(d) or FAR 52.233-1, as applicable.
- (j) Arbitration. Binding arbitration must not be used unless specifically authorized by agency guidance.
- (k) Equitable or injunctive relief. Equitable or injunctive relief, including the award of attorney fees, costs, or interest, may be awarded against the United States Government only when explicitly provided by statute (e.g., the Prompt Payment Act or the Equal Access to Justice Act).
- (l) Revisions to supplier agreements. Any revisions to the supplier agreement must be incorporated into the contract using a bilateral modification. Unilateral revisions are not binding on the Government.
- (m) No automatic renewals. If any license or service tied to periodic payment is provided under the supplier agreement (e.g., annual software maintenance or annual lease term), such license or service must not renew automatically upon expiration of its current term without prior express written consent from an authorized Government representative.
- (n) Indemnification. Any clause of the supplier agreement requiring the supplier or licensor to defend or indemnify the end user is amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.
- (o) Taxes or surcharges. Any taxes or surcharges which the supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the associated Government contract or order and must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed otherwise.
- (p) Non-assignment. The supplier agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted by FAR 52.212-4(b) or FAR 52.232-23, as applicable.
- (q) Confidential information. If the supplier agreement includes a confidentiality clause, such clause is amended to state that neither the agreement nor the contract price list, as applicable, must be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in the supplier agreement to the contrary, the Government may retain any confidential information as required by law, regulation, or its internal document retention procedures for legal, regulatory, or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of the supplier agreement.

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(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)

Solicitation Information

Award Type

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

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

Evaluation Criteria

The provision at 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.

Price

The offeror's quotation will be evaluated in accordance with FAR 12.204, to determine if it is fair and reasonable.

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1232SA26Q1480**

Technical Acceptability

The United States Department of Agriculture (USDA) has a requirement for the following items on a brand name or equal basis.

Item	Part Number	Nomenclature	Manufacturer
0001	C405492V	Patterson Kelley Blend Master Drive System with blending shells	Patterson-Kelley

The salient characteristics can be found in attachment 1 - Specifications.

Offeror's providing "or equal" items shall include in their quotation descriptive literature such as illustrations, drawings, or a clear reference, such as a web site to information readily available to the Contracting Officer showing that the items being quoted meets all salient characteristics. Merely stating that the items meet is not acceptable. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

The Technical capability will be evaluated to determine an overall rating of "acceptable" or "unacceptable". To be considered technically acceptable, the quoted product must:

1. **Meet or exceed all salient characteristics** of the brand name product as specified in the solicitation.
2. Be clearly identified by **brand name, make, and model number**, or identified as an "equal" product.
3. Include **sufficient descriptive literature or documentation** (e.g., product specifications, datasheets, or brochures) to demonstrate how the proposed product meets or exceeds the required salient characteristics.
4. Be available for delivery within the timeframe specified in the solicitation.

Failure to provide adequate documentation or to meet the required salient characteristics will result in a determination of **technical unacceptability**, and the quotation will not be considered for award.

Past Performance

The Government may utilize any references provided by the Contractor, along with information available from past contracts/orders with the USDA and any information found using sources such as Federal Government sources or the Contractor Performance Assessment Reporting System (CPARS) to determine if the Contractor has acceptable or neutral Past Performance. Past Performance will be evaluated using the following rating system:

- **Acceptable:** The contractor shows a demonstrated ability to meet contract requirements in prior or current contracts, including quality of work, timeliness, cost control, business relations, and adherence to contract terms.
- **Neutral:** Offeror does not have a past performance record.

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- Unacceptable: The contractor has a documented history of failing to meet contract requirements, including poor quality, missed deadlines, cost overruns, lack of responsiveness, or unethical behavior.

Evaluation Method

The Government will evaluate quotations based on the lowest price technically acceptable criteria. Only the lowest priced offer will be evaluated for Technical Acceptability. Should the lowest priced offer not receive an acceptable technical or past performance rating, the process will continue in order of lowest priced offer until the lowest price, technically acceptable offer with acceptable or neutral past performance is identified

In order to be considered for award **QUOTERS SHALL SUBMIT ALL OF THE FOLLOWING:**

1. Submit Firm Fixed Price quotation (quote on company letterhead) detailing the item(s), description, price, PLACE of MANUFACTURE (if applicable), and inclusive of ALL costs including ,but not limited to shipping, and valid for at least 60 days after receipt of quote.
2. Submit attached SF-1449 with blocks 17a, 30a, 30b, 30c, and individual Contract Line Items priced in full.
3. Submit Sam.gov Unique Entity ID (UEI) with quotation.

REJECTION OF QUOTATION: Failure to demonstrate compliance or to submit **ALL** items requested in solicitation prior to due date will be cause to reject the quote without further consideration.

QUOTATIONS

Quotes are due on 09/23/2026 at 5:00 PM CST by email to Katelyn Nelson at Katelyn.nelson@usda.gov. You must include the solicitation Title Name and Number as the subject line of the email.

Delivery Information

F.o.b. destination, is requested as the F.O.B. point for all deliverables.

All offers will be considered F.O.B. Destination unless F.O.B. origin is specified AND estimated shipping costs are included.

The USDA requires delivery of all items as soon as possible.

Shipping Instructions:

Items shall be shipped to the following address:

USDA-ARS

PA Sugar beet and Potato Research

1616 Albrecht Blvd.

North, Fargo, ND 58102-2765

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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 quoter is cautioned that the listed provisions may include blocks that must be completed by the quoter and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the quoter 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 **60 calendar days** from the date specified for receipt of offers.

Questions

Questions shall be submitted via email to katelyn.nelson@usda.gov and are due no later than September 18, 2026, at 12:00 PM NOON PM Central Daylight 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.

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

The following provisions are applicable if checked:

- ☐ 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2024)
- ☒ 52.204-7 System for Award Management—Registration (Nov 2025)
 - ☐ Alternate I (Nov 2025) to 52.204-7
- ☐ 52.204-90 Quoter 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)

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- ☒ 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)

AGAR Provisions

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

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

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

(b) If the quoter 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 quoter 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 quoter 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 quoter 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.

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(e) Submission of a knowing false statement relating to quoter's compliance with the above requirements and/or eligibility for the contract may subject the quoter 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 quoter or its subcontractors to comply with the terms of this clause may be grounds for the Contracting Officer to terminate the contract for default.
(End of Provision)

NOTICE FOR FILING AGENCY PROTESTS

United States Department of Agriculture (USDA) Protest Procedures

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

Tier 1: Contracting Officer Concern Resolution

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

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

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

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

Next Steps: If the matter cannot be resolved at Tier 1, the interested party may file a written agency protest under Tier 2.

USDA encourages all parties to seek resolution with the Contracting Officer before filing an agency protest.

Tier 2: Agency Protest

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

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

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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.

Specifications Document
Patterson Kelley Blend Master Drive System (or equivalent) with Blending Shells

1. General Requirement

USDA-ARS requires one (1) Patterson Kelley Blend Master Drive System (or equivalent) with compatible stainless-steel Cross-Flow blending shells to replace an obsolete Cross-Flow blender and maintain uninterrupted laboratory blending operations for ongoing research activities.

2. Required System Configuration

The system must include the following components and characteristics:

a. Drive Station

- Non-Intensifier Fixed Speed Drive Station.
- Must accept 4, 8, and 16-quart PK shells.
- **Construction:** Supports interchangeable 316 stainless-steel or clear acrylic shells.
- **Motor:** suitable for 115 V, single-phase, 60 Hz service, 0.3 HP for shell drive.
- **Controls:** Push-button controls and integrated rotation timer.
- **Safety:** Integral barrier guard, SIL3-rated emergency stops, interlock circuitry.
- **Maximum material density:** 200 lbs/cu ft (3.2 kg/L).

b. Blending Shells

- One (1) 8-quart Cross-Flow shell, 316 stainless steel.
- One (1) 16-quart Cross-Flow shell, 316 stainless steel.
- Internal finish: 240-grit.
- External finish: 180-grit.
- Cross-Flow geometry with one leg longer than the other.
- Solid access covers.
- Working capacity at 60% of total shell volume (typical batch variation +10% / -30% for tumble-only blending).

c. Portable Cart

- Portable cart, 304 stainless steel, 14-gauge.
- #4 polish finish.
- Six-inch swivel casters with grease seals.
- Faultless Floor Truck lock to ensure stability during operation.

d. Additional Required Items

- One (1) spare set of cover gaskets for each shell size.
- Electronic operations and maintenance manuals, drawings, and schematics.
- System must be properly packaged and protected for shipment.

3. Performance Requirements

- Must provide reliable, uniform, and predictable dry-powder blending suitable for laboratory research in food, agricultural, chemical, or related material.
- Must support tumble-style blending with Cross-Flow shell geometry and fixed-speed operation to ensure consistent batch results.
- Must operate with minimal maintenance in routine laboratory use.

4. Electrical and Operational Environment

- **Power:** Equipment must operate on standard 115-V, single-phase laboratory electrical service; plug-and-play.
- **Placement:** Unit must be suitable for use on a mobile laboratory cart consistent with current setup; no facility modifications or specialized utilities required (no hard-mounts, ventilation hookups, water/air lines, or network integrations).
- **Safety/Compliance:** System must use UL-labeled electrical components and be rated for UL Non-Hazardous operating environment.

5. Safety Requirements

- **Guarding:** Integral barrier guard protecting the operator from the rotating blender shell.
- **Interlocks/E-Stops:** Controls must be interlocked; SIL3-rated emergency stop devices must be included on the unit.
- **Operating Controls:** Push-button start/stop and rotation timer for safe, repeatable operation.

6. Delivery and Lead Time

- **Delivery Terms:** F.O.B. Destination, Fargo, ND.
- **Lead Time:** Shipment in approximately 4–6 working weeks after receipt of purchase order.

7. Warranty, Documentation, and Support

- Vendor must provide the documentation package electronically (operations & maintenance manuals, drawings, schematics).
- The vendor's in-house controls engineering support and customer service are expected to assist with any system integration questions and regulatory support.

8. Acceptance Criteria

- The delivered equipment must match the Non-Intensifier Fixed Speed Drive Station configuration with the specified 8-quart and 16-quart stainless-steel Cross-Flow shells, cart, spare gaskets, and documentation, as detailed above.
- Equipment must pass initial inspection for physical integrity, electrical compatibility (115-V), functional controls (timer, E-stop, interlocks), and safety guarding prior to acceptance.