**SRS Wild Hog Removal**
**12444726Q0018**

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

Solicitation number **12444726Q0018** is issued as a Request for Quotation (RFQ) for – The USDA-Forest Service Savannah River Site (USDA-FS-SRS) in controlling the wild hog population located on the Department of Energy, Savannah River Site (SRS) property managed by the USDA Forest Service. The work being performed will consist of capturing and dispatching wild hogs primarily using various traps.

This acquisition is set-aside for small business concerns. The applicable North American Industry Classification Standard Code is 114210 Hunting and Trapping The small business size standard is $8.5Million. This acquisition is a Total Small Business Set-Aside. All responsible sources may submit a quotation which will be considered by the agency.

**Statement of Requirement**
The USDA-FS SRS intends to procure contractor support for wild hog control operations on the Department of Energy's Savannah River Site (SRS), a 198,000-acre controlled federal facility in South Carolina. The contractor shall provide all labor, equipment, and materials necessary to capture and dispatch wild hogs (*Sus scrofa*) using various trap systems, with optional use of trained dog packs during periods approved by the Government. All trapping and removal activities will occur within designated areas of the SRS as directed by the Contracting Officer's Representative (COR). Certain locations, including contamination zones, high-security areas, and periodically restricted training areas such as the Advanced Tactical Training Area (ATTA), will be off limits or require prior coordination for access. Specific work locations, timing, and methods will be determined by the COR.

This BPA is intended to establish a multiple award BPA with three vendors who will perform all hog-removal work on the Savannah River Site located in South Carolina for the full five-year period of performance. Awarded Contractors will perform the requirements identified in Attachment 1, Statement of Work. BPAs will be established for a 5-year period (1 Oct 2026 – 30 Sep 2031) with 5 ordering periods identified in Attacement2, Schedule of Items. Contractors may be asked to provide pricing for similar work throughout South Carolina on Forest Service Lands.

**Savannah River Site**: The Savannah River Site is a Department of Energy secured facility and entry requirements for workers are very stringent. More information can be found at: https://www.srs.gov/general/srs-home.html. See Attachment 3 – Access Requirements for Savannah River Site.

Solicitation Attachments:
Attachment 1 – Scope of Work
Attachment 2-- CLIN Pricing Structure
Attachment 3 – Access Requirements for Savannah River Site
Attachment 4 –-Wage Determination
Attachment 5 – Experience Questionnaire

Attachment 6 Three Contractor Hunt Unit Map
**Schedule of Items**
See Attachment 2 - CLIN Pricing Structure

**Access**
See Attachment 3 - Access Requirements for Savannah River Site

All feral hog removal activities will take place on Savannah River Site which is a secure facility.

**BPA TERMS AND CONDITIONS**

**Description of Agreement**

BPA awardees will perform feral hog control activities on the Savannah River Site as outlined on each BPA call and in accordance with Attachment 1, Statement of Work. BPAs are established for a 5-year period (1 Oct 2026 – 30 Sep 2031) with 5 ordering periods identified in Attacement2, Schedule of Items.

**Extent of Obligation**
The Government is only obligated to the extent that authorized orders are placed under BPAs. The BPA does not obligate any funds. Funds shall only be obligated on individual BPA Calls.

Either party (Government or Awardee) may terminate this agreement at any time. A 30-day notice must be provided in writing to terminate this agreement.

The Government reserves the right to award additional BPAs from this solicitation for the duration of the BPA term.

**Individuals Authorized to purchase under the BPA**
Any USDA warranted Contracting Officer supporting Savannah River Site may issue calls against these BPAs.

**Contract Type/Pricing**
All work will be ordered by a Firm-Fixed-Price BPA call based on estimated quantities. Calls may be based on the fixed prices as shown in the awarded Schedule of Items, or competitively priced lower rates. BPA pricing applicable when performance begins on the BPA call will apply for the duration of the call.

An annual review will be conducted for all BPAs. At that time, contractors may be offered an opportunity to adjust their prices. If a revised rate is not submitted during the period set forth by the Contracting Officer, the prices proposed in the original agreement (or latest update if applicable) will remain in effect.

**BPA Period of Performance**
The period of performance of each BPA will be five years, and is anticipated from: **October 1, 2026, through September 30, 2031**

**Administration**
The Contracting Officer assigned to the BPA is responsible for all BPA administration to include annual reviews. Service contract wage determinations will be updated to the BPAs on an annual basis during BPA annual reviews. Responsibility of BPA Calls is by the awarding Contracting Officer of the BPA Call.

**Ordering Procedures**
All calls will be issued in writing via an SF1449.
There is a general expectation that the Contractor will be available to support all issued calls.

Hog control activities are performed across three separately mapped areas on the Savannah River Site. All BPA awardees will be issued a BPA call with performance occurring in each of the areas three (3) months of the year, on a rotational basis. The value of annual calls issued to each of the BPA vendors will primarily be decided based on 1) BPA unit pricing, 2) hog removal success rates, and 3) available funding.

BPA Calls may be placed up until the last day of the overall BPA period of performance, and each BPA call may have a performance period up to 12 months. In effect, a BPA Call can potentially extend 12 months beyond the overall BPA period of performance end date. No additional work can be added to BPA Calls once the overall BPA period of performance has expired.

The Ordering Period pricing in effect at the start of a BPA Call performance period shall remain applicable for the full duration of that BPA Call.

<u>No new work may be added after BPA expiration; performance of existing calls may continue up to 12 months.</u>

<u>The aggregate purchase limit of calls across all BPAs is estimated to be $500,000.00 over the 5-year ordering period. Each individual BPA call shall not exceed $100,000.00.</u>

**Award of BPA Calls**
BPA Calls issued under any resulting BPA will include the following information as applicable:
(1) BPA number and BPA Call number.
(2) Date of the order.
(3) Description of the products/services to be performed.
(4) The work Schedule, period of performance, or required completion date.
(5) Place of delivery or performance.
(6) Deliverables.
(7) CLIN number and description, quantity, unit price and extended total.
(8) Accounting and appropriations data.

**<u>Federal Acquisition Regulation (FAR) and United States Department of Agriculture Acquisition Regulation (AGAR) Clauses and Provisions</u>**
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

The following clauses are mandatory in all solicitations and contracts

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)

**<u>The following clauses are applicable if checked:</u>**

☒ 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)
☐ 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 |
|---|---|
| Wildlife Technician | $19.62 / $8.24 |

☒ 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
☐ 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**

52.217-8 Option to Extend Services (Nov 1999)
7 calendar days prior to contract expiration

**AGAR Clauses**

**452.203-71 Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Compliance (Dec 2025)**

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

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

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

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

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

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

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

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

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

**AGAR 452.203-72 Unenforceable Supplier Terms**

(a) Definitions.

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

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

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

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

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

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

(1) Requires the Government to pay future fees, penalties, interest, legal costs, early-termination fees, cancellation fees, minimum purchase commitments, true-up payments, seat-count minimums, usage minimums, continued-use charges, or any other financial obligation not expressly authorized by the contract.

(2) Requires the Government to indemnify the contractor or any other entity.

(3) Restricts the Government's ability to obtain similar supplies or services from another source.

(4) Imposes any penalty, financial or otherwise, based on the Government's decision not to exercise an option.

(5) Subjects the United States Government to the laws of any U.S. state, territory, district, municipality, or foreign nation, except where Federal law expressly permits such application.

(6) Requires dispute resolution in a forum or venue other than one prescribed by applicable Federal law.

(7) Establishes a period of limitations for bringing an action that differs from that provided by applicable Federal law.

(8) Grants the contractor rights to use, mine, access, aggregate, analyze, or otherwise exploit Government data, usage data, or metadata.

(9) Deems the Government to have accepted initial or revised terms based on silence, continued performance, or failure to object.

(10) Grants the supplier the right to audit Government facilities, systems, records, or use of the product or service, except as expressly authorized by the contract and applicable Federal law.

(11) Requires the Government to accept supplier security requirements, network access requirements, monitoring, penetration testing, or other technical or security measures.

(12) Permits the supplier to suspend, degrade, or terminate access to products or services based on alleged non-payment, alleged breach, automated security triggers.

(13) Limits the Government's right to use, install, access, test, evaluate, or transfer the licensed product or service in any manner consistent with the contract and Federal law.

(14) Requires the Government to store, process, maintain, or transmit data in a particular geographic location, or permits the supplier to transfer Government data outside the United States, except as expressly authorized by applicable Federal law.

(15) Authorizes the supplier to use the Government's name, seal, trademark, logo, or any reference to the Government as an end user or customer for marketing, publicity, promotional activities, press releases, or similar purposes.

(16) Incorporates by reference, or requires the Government to accept, terms or conditions imposed by any third party, subcontractor, or upstream service provider, unless such terms are expressly incorporated into the contract by bilateral modification.

(17) Limits, conditions, or negates the contractor's performance obligations, service levels, or remedies through a supplier-provided service level agreement (SLA).

(18) Uses Government data, usage data, metadata, prompts, content, or interactions to train, fine-tune, improve, or derive any artificial intelligence, machine learning, or automated decision-making model.

(19) Subjects the Government to automated decision-making, automated risk scoring, automated content moderation, or any algorithmic process that may affect access, performance, or rights under the contract.

(20) Utilizes artificial intelligence or algorithmic tools that produce decisions, recommendations, or outputs affecting contract performance without providing transparency, explainability, auditability, and bias-mitigation consistent with applicable Federal law and policy.

(21) Profiles, tracks, or analyzes Government user behavior, preferences, communications, or interactions for personalization, marketing, or algorithmic optimization purposes.

(e) Non-binding Actions. Neither the Government nor any Government authorized end user is deemed to have consented to any term, condition, or clause by virtue of its inclusion in the supplier agreement or through the use of clickwrap, browse wrap, "I agree" mechanisms, or similar means. Execution of such mechanisms does not bind the Government or its authorized end users to any unenforceable terms.

(f) End user. The supplier agreement shall bind the ordering activity as the end user to the extent it does not conflict with the terms of this clause, but it shall not bind or impose personal liability on any Government employee or any person acting on behalf of the Government in their personal capacity.

(g) Law and disputes. The supplier agreement is governed by Federal law.

(h) Statutory exception. This clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(i) Continued performance. The supplier or licensor shall not unilaterally revoke, terminate, or suspend any rights granted to the Government except as allowed by the contract. If the supplier or licensor believes the ordering activity to be in breach of the supplier agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while proceeding diligently with performance, pending final resolution of any dispute in accordance with the Disputes Clause at FAR 52.212-4(d) or FAR 52.233-1, as applicable.

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

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

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

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

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

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

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

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

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

(End of Clause)

**452.204–70 Modification for Contract Closeout (Apr 2026)**

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

(b) For commercial contracts not exceeding the simplified acquisition procedure threshold under FAR 12.001(c), if more than $1,000 in unliquidated funds remain at closeout, the Contracting Officer will issue a bilateral deobligation modification. Only the modification requires the

contractor's signature, though a Release of Claims may be requested. If the required documents are not returned within 60 days, the Contracting Officer will issue a unilateral modification and proceed with closeout once performance is complete, acceptance is confirmed, and final payment is made.

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

**BPA Administrative Procedures**

**On Ramp Procedures:** The Government will review BPA performance and requirements on a regular basis (at least yearly) and determine the necessity of on ramping. The Government reserves the right to announce and issue a new solicitation for the purposes of: (i) adding additional Contractors to expeditiously meet the requirement as the need for increased assessments materialize; and (ii) increase the small business pool of Contractors; and (iii) increase competition. The Government may implement on-ramp procedures at any time by reopening the competition and utilizing the same basis of award established in the initial solicitation. Quotes submitted in response to the solicitation amendment for on ramping must be rated equal to or higher than the lowest rated contractor originally awarded a BPA in order to be considered for an award. Quotes submitted in response to a previous solicitation shall not be evaluated unless company has received certification/license/authority since previous submission. Any resulting BPA awarded will include the same terms and conditions as the current agreement holders. Implementing this procedure will not affect the overall period of performance for the basic agreement.

**Off Ramp Procedures:** The Government reserves the right to implement off-ramp procedures, which would result in the removal of BPA holders. The criteria for off ramping may include, but not limited to, BPA holders not quoting on BPA call request(s), and/or unsatisfactorily meeting the SOW requirements. If implemented, off-ramp procedures will remove BPA holders by cancelling the BPA.

**Solicitation Information**

**Award Type**

This BPA is intended to establish a multiple award BPA with three vendors who will perform all hog-removal work on the Savannah River Site located in South Carolina for the full five-year period of performance. All calls issued under these BPAs will be Firm Fixed Price based on estimated quantities. No minimum guarantee is provided under any BPA.

**Evaluation and Basis for Award**
The provision at Federal Acquisition Regulation (FAR) 52.212-2, Evaluation—Commercial Products and Commercial Services is not applicable to this solicitation. In lieu of this provision,

quotes will be evaluated in accordance with FAR 12.203 based on the criteria listed below. To be considered responsive, contractors must submit pricing for all items. Award will be made to the offeror representing the best value to the Government.

The following factors will be used to evaluate offers:

- Technical Capability
- Past Performance
- Price Reasonableness

**Technical Capability**:
Technical Capability will be evaluated for the offeror's ability to provide a sound and compliant approach that meets all requirements and shows a thorough understanding of them. It is the contractor's responsibility to ensure their quotation clearly demonstrates their capability to meet these requirements.

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

To be considered **recent,** projects must have had performance occur within the past three years of the issue date for this solicitation.

To be considered **relevant,** a project must involve the control of feral hogs through hunting or trapping methods.

**Recency:** Past performance information must be from efforts performed within the **last three (3) years** from the date of solicitation issuance. More recent performance may be given greater weight.

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

**Quality of Performance:** The Government will evaluate the quality of the offeror's performance on prior contracts

Sources may include CPARS, past performance questionnaires, and other verifiable references. The Government reserves the right to limit or expand the number of references it decides to contact and to contact references other than those provided by the offeror.

**Confidence Assessment: Based** on the recency, relevancy, and quality of past performance, the Government will assign a confidence rating.

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

**Price Reasonableness:**
The offeror's quotation will be evaluated in accordance with FAR 12.204, to determine if it is fair and reasonable.
For purposes of evaluation, the potential need to exercise the option under FAR 52.217-8 to extend the BPA for a maximum period of six (6) months beyond the five (5) year ordering period. This will be considered the same for all offerors. The Government will consider that if the extension of service clause (FAR 52.217-8) is exercised, it will be on the exact same rates and terms, other than length of performance, as the final ordering period pricing under the BPA. For purposes of evaluation only, the Government will use the rates specified in the last ordering period and one-half of final ordering period 5 pricing, to the pricing for all five (5) ordering periods to determine total evaluated price of the BPA. The Government will determine whether the price, including the option available under FAR 52.217-8, is fair and reasonable.

The Government reserves the right to conduct a price realism evaluation to assess an offeror's low fixed price. If conducted, a determination will be made whether the low price reflects a lack of understanding of the contract requirements. Vendors submitting unrealistically low pricing may be excluded from the competition.

**Evaluation Method:**

Award will be made to the three responsible offerors whose quotations represent the best overall value to the Government, considering technical capability, past performance, and price.

Award will not necessarily be made to the lowest-priced offerors.

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

**52.252-1 Solicitation Provisions Incorporated by Reference Feb 1998**
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

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

FAR 52.212-1 is amended as follows:

Submit the following:

**a.** Cover page prepared on the company's letterhead stationery and includes the following information:

- The solicitation number.
- The name, address, SAM Unique Entity ID number, telephone number, and email address of the quoter.
- Names, titles, telephone numbers, and email addresses of persons authorized to negotiate on the quoter's behalf with the Government in connection with this solicitation.

**b.** Technical Capability volume that addresses all information necessary to evaluate technical capability as described under the evaluation criteria section.

It is the contractor's responsibility to ensure their quotation clearly demonstrates their capability to meet these requirements. All offerors must provide the following minimum information and documentation with their quotations to be considered responsive and have their offers evaluated:

- Detailed explanation of the offeror's ability to perform the required services. A simple statement of capabilities will not suffice. The offeror must address how they will accomplish the requirements of section C5 and C6 of the SOW.

- Detailed explanation of any requirement listed in the SOW that cannot be successfully accomplished by the offeror. Offerors are advised that the USDA intends to award without discussions so any exceptions may cause the quotation to be found technically unacceptable.

**c.** Completed Attachment 2- CLIN Pricing Structure

**d.** Completed Attachment 5 – Experience Questionnaire. list no more than three (3) ongoing or completed, recent, and most relevant projects. Projects must have had performance within the last three (3) years from the date of solicitation issuance.

For all submitted projects, the description of the project shall clearly describe the scope of work performed and the relevancy to the project requirements of this solicitation.

All quotes are to be submitted electronically. The quoter shall provide an electronic copy via email to the contract specialist winston.buchanan@usda.gov, with a courtesy copy to keith.d.friot@usda.gov in either Microsoft Word format or in Adobe PDF format.

The deadline to submit your quote is **Wednesday, July 1, 2026, at 11:59 PM EST**.

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

Questions shall be submitted via email to winston.buchanan@usda.gov and are **due no later than July 1, 2026, at 11:59 PM Eastern Time.** This will ensure enough time to respond before the solicitation period ends. Email subject line must read: "12444726Q0018 – SRS Wild Hog Removal Questions".

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 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**

52.217-5 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:

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

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

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

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

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

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

## NOTICE FOR FILING AGENCY PROTESTS
## United States Department of Agriculture (USDA) Ombudsman Program

The USDA is committed to issuing solicitations and awarding contracts in a fair and prompt manner. The Ombudsman Program for Agency Protests (OPAP) was established to address protest issues within the agency, providing an alternative to costly and time-consuming litigation. Operating independently, OPAP offers relief comparable to that granted by the Government Accountability Office (GAO). Interested parties are encouraged to resolve concerns through USDA's internal Alternative Dispute Resolution (ADR) process before pursuing external forums such as the GAO. Concerns may be addressed informally or through a formal agency protest filed with either the Contracting Officer or the Ombudsman.

**Informal Forum with the Ombudsman**

1. **Initial Point of Contact:** Interested parties who believe a specific USDA procurement is unfair or otherwise defective should first direct their concerns to the applicable Contracting Officer.
2. **Escalation:** If the Contracting Officer is unable to address their concerns, interested parties are encouraged to contact the USDA Ombudsman for Agency Protests. Under this informal process, the agency is not required to suspend contract award performance. Utilization of the informal forum does not suspend any time requirement for filing a formal protest with the agency or other forums.
3. **Required Information:** To ensure a timely response, interested parties should provide the following information to the Ombudsman: solicitation/contract number, contracting office, Contracting Officer, and solicitation closing date (if applicable).

**Formal Agency Protest with the Ombudsman**

1. **Effort to Resolve:** Prior to submitting a formal agency protest, protesters must first use their best efforts to resolve their concerns with the Contracting Officer through open and frank discussions.
2. **Independent Review:** If the protester's concerns remain unresolved, an Independent Review is available by the Ombudsman. The protester may file a formal agency protest with either the Contracting Officer or, alternatively, with the Ombudsman under the OPAP program. Contract awards or performance will be suspended during the protest period unless justified in writing for urgent and compelling reasons or determined in writing to be in the best interest of the Government.
3. **Resolution Timeline:** The agency's goal is to resolve protests within 35 calendar days from the date of filing.
4. **Required Information:** Protests shall include the information set forth in FAR 33.104(a)(3). Failure to submit the required information may result in a delay or dismissal of the protest.
5. **Timeliness:** Protests must be filed within the timeframes specified in FAR 33.104.
6. **Submission:** Formal protests under the OPAP program should be submitted electronically to SPE.inquiry@usda.gov and the Contracting Officer.

**Election of Forum.** By initiating a protest with the USDA, the protester agrees not to pursue the same matter with the Government Accountability Office (GAO) or any other external forum while the agency protest is pending. If a protest is filed externally, the agency protest will be dismissed.