SOLICITATION NO. 1232SA26Q0735 – TERMS AND CONDITIONS

Statement of Requirement

The United States Department of Agricultural (USDA) – Eastern Regional Research Center (ERRC) requires Repair of the Main Building Loading Dock, per that attached Statement of Work – See Attachment 1 – Statement of Work.

Schedule of Items – Pricing shall be submitted as follows:

CLIN	Description	Estimated Quantity	Unit of Issue	Total
0001	Repair Main Building Loading Dock	1	JOB	

The Contractor shall provide an itemized cost breakdown quote/proposal for each line item that will comprise the total contract price. The quote/proposal shall be in sufficient detail so that they will enable the Government to determine the reasonableness of the Contractor's and Subcontractor's costs to complete the project. At a minimum, the following shall be shown for both the prime and subcontractor (s):

1. Material quantities and unit prices;
2. Labor costs (broken down by trades, hours worked, and hourly rate):
3. Rental or operation costs of construction equipment used exclusively on work involved in the project;
4. Overhead;
5. Profit; and
6. Sales tax (if any).

NOTE: The cumulative total for overhead and profit of all subcontractors and the prime contractor shall not exceed 30 percent. For prime contractors work only, the cumulative total for overhead and profit shall not exceed 20 percent.

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 and can be accessed via the "Attachments/Links" section of the posting.
   - Attachment 1 – Statement of Work
   - Attachment 2 – Wage Determination

Delivery Information

All work shall be performed at the following Location:

Eastern Regional Research Center
600 East Mermaid Lane
Wyndmoor, PA 19038

Definitization of Equitable Adjustments for Change Orders

Pursuant to FAR 36.101-4(b), information regarding USDA's definitization of equitable adjustments for change orders under construction contracts may be found at Contracting with USDA under "Federal Acquisition Regulation 36.101-4". USDA's procedures that apply to the definitization of equitable adjustments for change orders under construction contracts may be found in AGAR 443.304 -70.

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

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

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

52.252-2 Clauses Incorporated by Reference Feb 1998

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

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

This is a commercial construction acquisition. FAR 52.212-4 is amended as follows:

(b) *Inspection/Acceptance*. Inspection and Acceptance will be conducted in accordance with FAR 52.246-12, Inspection of Construction (Aug 1996).

(d) *Changes.* Changes will be handled in accordance with the following FAR clause(s):

☐ FAR 52.243-4, Changes (Nov 2025)
☐ FAR 52.243-5, Changes and Changed Conditions (Nov 2025)

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)
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)
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
☒ 52.204-9 Personal Identity Verification of Contractor Personnel Jan 2011
☒ 52.204-13 System for Award Management—Maintenance (Nov 2025)
☒ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2025)
☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Sep 2025)
☒ 52.219-6 Notice of Total Small Business Aside (Nov 2025)
☒ 52.219-8 Utilization of Small Business Concerns (Nov 2025)
☒ 52.219-14 Limitations on Subcontracting (Nov 2025)
☒ 52.222-3 Convict Labor (June 2003)
☒ 52.222-36 Equal Opportunity for Workers with Disabilities (Nov 2025)
☒ 52.222-37 Employment Reports on Veterans (Nov 2025)
☒ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010
☒ 52.222-54 Employment Eligibility Verification (Nov 2025)
☒ 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)
☒ 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
☒ 52.232-33 Payment by Electronic Funds Transfer— System for Award Management (Oct 2018)

The Contractor shall comply with the following FAR Clauses for Commercial Construction.

52.203-17 Contractor Employee Whistleblower rights (Nov 2023)
52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.204-7 System for Award Management (Nov 2024)
52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)
52.222-6 Construction Wage Rate Requirements (Nov 2025)
52.222-7 Withholding of Funds (Nov 2025)
52.222-8 Payrolls and Basic Records (Nov 2025)
52.222-9 Apprentices and Trainees (Nov 2025)
52.222-10 Compliance with Copeland Act Requirements (Nov 2025)
52.222-11 Subcontracts (Labor Standards) Nov 2025
52.222-12 Contract Termination – Debarment (May 2014)
52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014)

52.222-14 Disputes Concerning Labor Standards (Nov 2025)
52.222-15 Certification of Eligibility (May 2014)
52.222-50 Combating Trafficking in Persons (Nov 2025)
52.222-55 Minimum Wages for Contractor Workers Executive Order 14026
52.222-90 Addressing DEI Discrimination by Federal Contractors (Apr 2026)
52.223-1 Biobased Product Certifications (Feb 2025)
52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (Feb 2025)
52.223-4 Recovered Material Certification (May 2008)
52.223-5 Pollution Prevention and Right-to-Know Information (May 2024)
52.225-9 Buy American-Construction Materials (Nov 2025)
52.227-1 Authorization and Consent (June 2020)
52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (June 2020)
52.227-4 Patent Indemnity – Construction Contracts (Dec 2007)
52.228-5 Insurance-Work on a Government Installation (Jan 1997)
52.232-5 Payments Under Fixed Price Construction Contracts (May 2014)
52.232-16 Progress Payments (Nov 2025)
52.232-27 Prompt Payment for Construction Contracts (Jan 2017)
52.232-40 Providing Accelerated Payments to Small Business Contractors (Mar 2023)
52.233-1 Disputes (Nov 2025)
52.233-3 Protest after Award (Nov 2025)
52.233-4 Applicable Law for Breach of Contract (Nov 2025)
52.236-5 Material and Workmanship (Nov 2025)
52.236-7 Permits and Responsibilities (Nov 2025)
52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Nov 2025)
52.236-10 Operations and Storage Areas (Nov 2025)
52.236-11 Use and Possession Prior to Completion (Nov 2025)
52.236-12 Cleaning Up (Nov 2025)
52.236-13 Accident Prevention (Nov 2025)
52.236-14 Availability and Use of Utility Services (Nov 2025)
52.236-17 Layout of Work (Nov 2025)
52.236-21 Specifications and Drawings for Construction (Nov 2025)
52.244-6 Subcontracts for Commercial Products and Commercial Services (Feb 2025)
52.246-21 Warranty of Construction (Mar 1994)

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)

452.204–70 Modification for Contract Closeout (Nov 2025)

(a) If unliquidated funds in the amount of $1000 or less remain on the contract, the Contracting Officer (Contracting Officer) shall issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but will not be required to provide a signature. The Contracting Officer shall immediately proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.
(b) Upon contract closeout for contracts utilizing SAP: if unliquidated funds of more than $1000 remain on the contract, the Contracting Officer shall issue a bilateral modification for deobligation. The contractor will receive a copy of the modification and will be required to provide a signature. (The Contracting Officer may also request a "Contractor Release of Claims" be completed by the contractor, although not required for contracts and orders using SAP.) If the bilateral modification and Release of Claims are not returned to the Contracting Officer within 60 days, the Contracting Officer shall release the modification as unilateral and proceed with contract close-out upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.
(c) Upon contract closeout for contracts utilizing anything other than cost reimbursement, if unliquidated funds of more than $1000 remain on the contract, the Contracting Officer shall issue a bilateral

modification for deobligation. The contractor will receive a copy of the modification and a ‘‘Contractor Release of Claims’’ and will be required to provide a signature on both forms. If the bilateral modification and Release of Claims are not returned to the Contracting Officer within 120 days, the Contracting Officer shall release the modification as unilateral and proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.
(End of Clause)

452.204-71 Personal Identity Verification of Contractor Employees (Nov 2025)

(a) The contractor shall comply with the personal identity verification (PIV) policies and procedures established by the United States Department of Agriculture (USDA) Directives 4620-002 series.
(b) Should the USDA Directives 4620-002 require the exclusion of a contractor's employee, the contracting officer will notify the contractor in writing. The contractor must appoint a representative to manage compliance with the PIV policies established by the USDA Directives 4620-002 and to maintain a list of employees eligible for a USDA LincPass required for performance of the work.
(c) The responsibility of maintaining a sufficient workforce remains with the contractor. Contractor employees may be barred by the Government from performance of work should they be found ineligible or to have lost eligibility for a USDA LincPass. Failure to maintain a sufficient workforce of employees eligible for a USDA LincPass may be grounds for termination of the contract.
(d) The contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine unaccompanied physical access to a Federally controlled facility and/or routine unaccompanied access to a Federally controlled information system.
(e) The PIV Sponsor for this contract is a designated program point of contact, which in most cases is the COR, unless otherwise specified in this contract. The PIV Sponsor will be available to receive contractor identity information from [hours and days to be added by CO] to [hours and days to be added by CO] at [office address for registration to be added by CO]. The Government will notify the contractor if there is a change in the PIV Sponsor, the office address, or the office hours for registration; however, it is the contractor's responsibility to meet all aspects of paragraphs (c), (d), and (e).
(End of Clause)

452.211-72 Delivery of Excess Quantities (Sep 2025)
The Contractor must deliver item quantities within allowable variations. Excess quantities received by the Government are considered delivered for the Contractor's convenience. The Government may keep excess quantities up to $250 in value without compensating the Contractor therefore, and the Contractor waives all rights, title, or interests therein. For excess quantities over $250, the Government may return the items at the Contractor’s expense or retain and pay at the contract unit price.
(End of clause)

<u>Solicitation Information</u>

<u>Award Type</u>

It is anticipated that a firm-fixed price construction contract will be awarded as a result of this synopsis/solicitation.

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

Period of Performance

The Period of Performance is 75 days from issuance of the Notice to Proceed.

Organized Site Visit

A site visit will be scheduled based on the interest of potential contractors.

If you are interested in scheduling a site visit, please contact Angela Wingert at angela.wingert@usda.gov.

Evaluation and Basis for Award

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. Award will be made to the offeror representing the best value to the Government.

The offeror shall provide pricing as requested in the Schedule of Items on page **X** of this Request for Quote. Failure to propose pricing for all individual line items may result in a quotation being excluded from further consideration. The offeror's quotation will be evaluated in accordance with FAR 12.204, to determine if it is fair and reasonable.

Award will be made based on the lowest price technically acceptable evaluation method.

Delivery Information

All work will be performed at the following location:

Eastern Regional Research Center
600 East Mermaid Lane
Wyndmoor, PA 19038

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:

Quotations must be prepared in accordance with the instructions in this section, providing all required documents and information in the format specified. Failure of a quotation to show compliance with these instructions may be grounds for exclusion of the quotation from further consideration. The quotation shall clearly and concisely describe the Offeror's response to the requirements of the solicitation. Offerors shall acknowledge receipt of any/all Amendments to this solicitation by the date and time specified in the amendment(s).

Quote submission must include:

(1) The Solicitation number; The name, address, SAM Unique Entity ID number, telephone number, and email address of the Offeror; Pricing for all items which prices are requested for set opposite each item; and Names, titles, telephone numbers, and email addresses of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation.

(2) Acknowledgement of any solicitation amendment(s).

(3) Active registration at SAM.gov (required at time of quote submission or your quote will not be accepted).

(4) Supporting documentation that describes and demonstrates in specific detail how the quoted product(s) will meet the Statement of Work.

Submissions

All quotes are to be submitted electronically. The Offeror shall provide an electronic copy via email to the Contracting Officer/Contract Specialist/Purchasing Agent in Adobe PDF format.

Late quotes after the established deadline may be considered only if it is in the Government's best interest and if it will not unduly delay award.

Period for acceptance of offers.

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

Questions

Questions shall be submitted via email to Primary Point of Contact and Secondary Point of Contact (if applicable) and are due no later than 72-hours prior to the close date/time/time zone listed in the "Date Offers Due" field. 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)

52.240-90 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
☒ 52.225-2 Buy American Certificate (Oct 2022)

Other Applicable FAR Provisions

52.209-2 Prohibition on Contracting with Inverted Domestic Corporations--Representation (Nov 2015)
52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)

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)

REPAIR OF MAIN BUILDING LOADING DOCK
Document No. 1167514

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.