SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 1232SA26R0032	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) INVITATION FOR BID ☐ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 06/01/2026	PAGE 1	OF PAGES 0

IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 1170635	6. PROJECT NO.

7. ISSUED BY CODE ARS-1232SA

USDA ARS ACQUISITION AND PROPERTY D
5601 SUNNYSIDE AVENUE
RM 3-2102
BELTSVILLE MD 20705

8. ADDRESS OFFER TO

9. FOR INFORMATION CALL	a. NAME DAVID REYNOLDS	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)* 970-851-3646

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date)*

A. Project Title: Creek Bed Restoration

B. Competition is set aside for Total Small Business. Applicable NAICS code is 238910, Site Preparation Contractors.

C. Prospective offerors shall be registered with Systems for Awards Management (SAM), with an active registration at the time of solicitation closing.

D. All Requests for Information (RFIs) shall be submitted no later than 6/17/26 @0730 AM EST. RFIs received after this date will not be answered.

11. The Contractor shall begin performance within 10 calendar days and complete it within 270 calendar days after receiving ☐ award, ☒ notice to proceed. The performance period is ☒ mandatory ☐ negotiable. (See _____.)

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? ☒ YES ☐ NO
(If "YES", indicate within how many calendar days after award in Item 12b.)

12b. CALENDAR DAYS 10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by 0630 *(hour)* local time 06/30/2026 *(date)*. If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee ☒ is, ☐ is not required.

c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

d. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected .

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*

15. TELEPHONE NO. *(Include area code)*

16. REMITTANCE ADDRESS *(Include only if different than item 14.)*

CODE FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in item 13d. Failure to insert any number means the offeror accepts the minimum in item 13d.)*

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT

☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 3304(a) ( )

26. ADMINISTERED BY CODE ARS-1232SA

USDA ARS ACQUISITION AND PROPERTY D
5601 SUNNYSIDE AVENUE
RM 3-2102
BELTSVILLE MD 20705

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations,certifications, and specifications incorporated by reference in or attached to this contract.*

☐ 29. AWARD *(Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.*

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31a. NAME OF CONTRACTING OFFICER *(Type or print)*

DAVID W. REYNOLDS

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 270 Days After Notice to Proceed Delivery Location Code: ARS-123JL0 NEA EASTERN REGIONAL RESEARCH CENTE 600 EAST MERMAID LANE WYNDMOOR PA 19038 US				
0001	ERRC - Creek Bed Restoration				

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 - SOW
   - Attachment 2 – Specifications
   - Attachment 3 – Drawings
   - Attachment 4 – Wage Determination
   - Attachment 5 – Environmental Assessment
   - Attachment 6 – Site Planting Plan

Project Location

Project location is listed in:
Attachment 1 – Statement of Work

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)
☐ Alternate I (Nov 2025) of 52.212-4

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)
☐ 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
XXX	$XX.XX

☐ 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)
☒ 52.240-92 Security Requirements (Nov 2025)
☒ Alternate II (Nov 2025) of 52.240-92
☐ 52.240-93 Basic Safeguarding of Covered Contractor Information Systems (Nov 2025)
☒ 52.242-13 Bankruptcy (July 1995)
☒ 52.246-21 Warranty of Construction (Mar 1994)
☐ 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

<u>The Contractor shall comply with the following FAR Clauses for Commercial Construction.</u>

52.222-6 Construction Wage Rate Requirements
52.222-7 Withholding of Funds
52.222-8 Payrolls and Basic Records

52.222-9 Apprentices and Trainees
52.222-10 Compliance with Copeland Act Requirements
52.222-11 Subcontracts (Labor Standards)
52.222-12 Contract Termination-Debarment
52.222-14 Disputes Concerning Labor Standards
52.222-15 Certificate of Eligibility
52.236-5 Material and Workmanship

The following clauses are applicable when checked:

☐ 52.222-30 Construction Wage Rate Requirements-Price Adjustment (None or Separately Specified Pricing Method (Aug 2018)
☐ 52.222-31 Construction Wage Rate Requirements-Price Adjustment (Percentage Method) (Aug 2018)
☐ 52.222-32 Construction Wage Rate Requirements-Price Adjustment (Actual Method) (Nov 2025)
☒ 52.225-9 Buy American-Construction Materials (Nov 2025)
☒ Alternate I (Oct 2022) of 52.25-9
☐ 52.225-11 Notice of Buy American Requirement-Construction Materials under Trade Agreements (Nov 2025)
☐ Alternate I (Nov 2025) (of 52.225-11
☐ Alternate II (Oct 2022) of 52.225-11
☒ 52.228-2 Additional Bond Security (Oct 1997)
☒ 52.228-5 Insurance-Work on Government Installation (Jan 1997)
☒ 52.228-11 Individual Surety-Pledge of Assets (Feb 2021)
☐ 52.228-13 Alternative Payment Protections (Jul 2020)
☒ 52.228-14 Irrevocable Letter of Credit (Nov 2014)
☒ 52.228-15 Performance and Payment Bonds-Construction (Jun 2020)
☒ 52.228-17 Individual Surety-Pledge of Assets (Bid Guarantee) (Feb 2021)
☒ 52.236-2 Differing Site Conditions (Jul 2025)
☒ 52.236-3 Site Investigation and Conditions Affecting the Work (Jul 2025)
☒ 52.236-6 Superintendent by the Contractor (Jul 2025)
☒ 52.236-7 Permits and Responsibilities (Jul 2025)
☒ 52.236-8 Other Contracts (Jul 2025)
☒ 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Jul 2025)
☒ 52.336-10 Operations and Storage Areas (Jul 2025)
☒ 52.236-11 Use and Possession Prior to Completion (Jul 2025)
☒ 52.236-12 Cleaning Up (Jul 2025)
☒ 52.236-13 Accident Prevention (Jul 2025)
☐ Alternate I (Nov 1991) of 52.236-13
☒ 52.236-14 Availability and Use of Utility Services (Jul 2025)
☒ 52.236-15 Schedules for Construction Contracts (Jul 2025)

☐ 52.236-16 Quantity Surveys (Jul 2025)
☐ Alternate I (Apr 1984) of 52.236-16
☒ 52.236-17 Layout of Work (Jul 2025)
☒ 52.236-21 Specifications and Drawings for Construction (Jul 2025)
☐ Alternate I (Apr 1984) of 52.236-21
☐ Alternate II (Apr 1984) of 52.236-21
☒ 52.242-14 Suspension of Work (Apr 1984)
☒ 52.248-3 Value Engineering (Oct 2025)
☐ Alternate I (Apr 1984) of 52.248-3

Other Applicable Clauses

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 (MAY 2026)

(a) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

452.204–70 Modification for Contract Closeout (Apr 2026)
(a) If unliquidated funds in the amount of $1000 or less remain on the contract, the Contracting Officer (Contracting Officer) may issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but is not required to provide a signature. The Contracting Officer will immediately proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

(b) For commercial contracts not exceeding the simplified acquisition procedure threshold under FAR 12.001(c), if more than $1,000 in unliquidated funds remain at closeout, the Contracting Officer will issue a bilateral deobligation modification. Only the modification requires the contractor's signature, though a Release of Claims may be requested. If the required documents are

not returned within 60 days, the Contracting Officer will issue a unilateral modification and proceed with closeout once performance is complete, acceptance is confirmed, and final payment is made.

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

452.204-71 Personal Identity Verification and Workforce Integrity of Contractor Employees (Apr 2026)

(a) Compliance with PIV Requirements. The contractor must comply with the personal identity verification (PIV) policies and procedures established by the United States Department of Agriculture (USDA) Directives 4620-002 series, Homeland Security Presidential Directive 12, and any implementing guidance issued by the Contracting Officer. The contractor must appoint a representative responsible for PIV compliance and must maintain a current list of employees eligible for a USDA LincPass or otherwise authorized to perform work under this contract.

(b) PIV Sponsor Availability. The PIV Sponsor for this contract is the designated Government point of contact identified in the contract, typically the COR unless otherwise specified. The Government will notify the contractor of any changes. The contractor remains responsible for meeting all PIV obligations regardless of changes in sponsor availability.

(c) Contractor Workforce Integrity and Accountability. The contractor is fully responsible for ensuring that all individuals performing under this contract are properly vetted, eligible for access, authorized to perform the work, and accurately represented. At a minimum, the contractor must implement lawful and effective internal controls to:

(1) Verify the identity, work authorization, and qualifications of all personnel assigned;

(2) Ensure only the individuals presented to USDA for PIV enrollment or identity verification perform work;

(3) Detect and address indicators of identity fraud, unauthorized substitution, or other workforce integrity risks; and

(4) Ensure continuous oversight of personnel, including remote workers, in accordance with any reporting requirements specified in the Contract.

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

(1) Remove the employee immediately upon notice;

(2) Provide a qualified replacement at no additional cost to the Government; and

(3) Ensure continuity of operations so as not to impact mission requirements.

(4) Failure to promptly remove or replace employees when directed may result in remedies including withholding payment, termination, or other actions authorized under this contract.

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

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

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

452.232-71 Progress Payments for Commercial Construction Contracts (May 2026)

(a) *Contractor entitlement to progress payments*. The contractor may request progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished that meets the standards of quality established under the contract, as approved by the Contracting Officer.

(b) *Computation of amounts*. Progress payments will be authorized when the payment requested is properly due in accordance with this contract; the work will be performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract. The Contracting Officer may authorize consideration of:

(1) Materials delivered on site and preparatory work;
(2) Materials delivered to the contractor at locations other than the site, if:

i. Specifically authorized by the contract; and

ii. The contractor provides satisfactory evidence of title and intended use in the contract.

(c) *Contractor request for progress payments*. The contractor's request for progress payments must include the following:

(1) An itemization of the amounts requested, related to the various elements of work required by the contract;
(2) A listing of the amount included for work performed by each subcontractor;
(3) A listing of the total amount of each subcontract;
(4) A listing of the amounts previously paid to each subcontractor; and
(5) Additional supporting data in a form and detail required by the Contracting Officer.

(d) *Contractor Certification.* Each request for progress payment must be accompanied by the following certification:

I hereby certify, to the best of my knowledge and belief, that—

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;
(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

_____(name)

_____(title)

_____(date)

(e) *Access for verification of payment entitlement.* To verify the contractor's entitlement to progress payments under this contract, the contractor must provide the Government, upon request and during normal business hours, access to the following:

(1) Records and Documentation:

i. Certified progress payment requests and supporting documentation;

ii. Subcontractor and supplier invoices, payment records, and lien waivers;

iii. Updated schedule of values and progress schedules;

iv. Quality assurance and inspection reports;

v. Payroll records, if applicable under labor provisions.

(2) Facilities and Worksite Access:

i. Physical access to the construction site for inspection of work progress;

ii. Access to off-site storage locations for materials billed but not yet incorporated into the work; or

iii. Access to any fabrication facilities where contract-related work is being performed.

(3) Access to electronic invoicing or project management systems used to track progress and payments, if such systems are used in contract performance.

(f) *Dates for payment*. A progress payment under this clause is a contract progress payment under the Prompt Payment clause of this contract, and except as provided in paragraph (g) of this clause, approved requests must be paid within 30 days of submitting a proper request for payment.

(g) *Liquidation of progress payments*. Progress payments must be liquidated by deducting from the payment of each item the total unliquidated amount of progress payments made for that separately priced unit of that line item. The liquidation amounts for each line item must be clearly delineated in each request for progress payment submitted by the contractor.

(h) *Security for progress payments.* In the event that the contractor fails to provide adequate security as required in this contract, no progress payment must be made under this contract. Upon receipt of adequate security, progress payments must be made, including all previous payments to which the contractor is entitled, in accordance with the terms of the contract. If at any time the Contracting Officer determines that the security provided by the contractor is insufficient, the contractor must promptly provide such additional security as the Contracting Officer determines necessary. In the event the contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided, and suspend further payments to the contractor; the contractor must repay to the Government the amount of unliquidated progress payments as the Contracting Officer at his sole discretion deems repayable.

(i) *Special terms regarding termination for cause*. If this contract is terminated for cause, the contractor must, on demand, repay the Government the amount of unliquidated progress payments. The Government must be liable for no payment except as provided by the Termination for Cause paragraph of the clause at Federal Acquisition Regulation 52.212-4, Contract Terms and Conditions—Commercial Products and Commercial Services.

(j) *Reservation of rights.*

(1) No payment, vesting of title under this clause, or other action taken by the Government under this clause must-

i. Excuse the contractor from performance of obligations under this contract; or

ii. Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause-

i. Shall not be exclusive, but rather must be in addition to any other rights and remedies provided by law or this contract; and

ii. Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor must such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(k) *Refund of unearned amounts*. If the contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the contractor must-

(1) Notify the Contracting Officer of such performance deficiency; and
(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until-

i. The date the contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

ii. The date the contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(l) *Retainage*. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer must authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and must release to the contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment must be made for the completed work without retention of a percentage.

(m) *Title, liability, and reservation of rights*. All material and work covered by progress payments made must, at the time of payment, become the sole property of the Government, but this must not be construed as-

(1) Relieving the contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
(2) Waiving the right of the Government to require the fulfillment of all the terms of the contract.
(3) The Government's rights and remedies under this clause-

i. Shall not be exclusive, but rather must be in addition to any other rights and remedies provided by law or this contract; and

ii. Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor must such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(n) *Reimbursement for bond premiums*. In making these progress payments, the Government must, upon request, reimburse the contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the contractor has furnished evidence of full payment to the surety. The retainage provisions in

paragraph (l) of this clause must not apply to that portion of progress payments attributable to bond premiums.

(o) *Final payment*. The Government must pay the amount due to the contractor under this contract after-

(1) Completion and acceptance of all work;
(2) Presentation of a properly executed voucher; and
(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of1940 (31 U.S.C.3727 and 41 U.S.C. 6305).

(p) *Limitation because of undefinitized work*. Notwithstanding any provision of this contract, progress payments must not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(End of clause)

Special Contract Requirements

1. Directives, Instructions and References: Only the Contracting Officer shall issue directives/instructions defining the roles and responsibilities and appointment of a Contracting Officer Representative (COR); Location Monitor (LM); Project Manager (PM); Occupational Health & Safety Manager and/or any other functional appointment as deemed necessary for the scope of work.

2. Work Management: The Contractor shall manage the total work effort associated with the services required to meet the performance objectives and standards. Such management includes but is not limited to planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and quality control. The Contractor shall provide a staff with the necessary management expertise to assure performance objectives and standards are met.

3. Materials and Equipment: Materials and equipment may not be stored at the job-lay-down area after work hours unless approved in advance by the Contracting Officer. There will not be office space available at any location. All job site lay down areas are dependent upon the size and location of the work. Job site availability will be identified in the Scope of Work.

4. Service Interruptions/ Utility Outages: If any utilities or other services must be discontinued (even temporarily) due to scheduled contract work, the Contractor shall notify the Contracting Officer Representative ten calendar days in advance to allow notification of affected tenants and customers. If the discontinued service is due to an emergency breakdown the Contractor shall notify the Contracting Officer Representative as soon as practicable.

At a minimum, include the location of the outage, utilities being affected, duration of outage and any necessary sketches. Once approved, and prior to beginning work on the utility system requiring shut down, attend a pre- outage coordination meeting with the Contracting Officer to review the scope of work and the lock-out/tag-out procedures for worker protection. No work will be performed on energized electrical circuits unless proof is provided that no other means exist.

5. OSHA: Contractor must maintain a workplace and ensure that workplace conditions conform to applicable OSHA standards.

6. Prime Contract Site Superintendence: The Contractor shall provide an on-site superintendent on this contract. The site superintendent shall be employed and work directly for the Prime Contractor. On-site representation from the prime contractor during construction activities is mandatory, regardless of the type/magnitude of the work being performed by subcontractors. The prime contractor site superintendent may have other duties and may hold “dual hat” responsibilities, but superintendent duties are the first priority of the superintendent.

7. Employee Requirements: The Contractor shall provide experienced, qualified, and capable personnel to perform the work in this contract. Personnel shall be fully knowledgeable of all safety and environmental requirements associated with the work they perform. Competent personnel shall be provided as required by the contract. Contractor staff may be required to obtain a USDA Linc Pass badge. Contractors shall adhere to the most current USDA access or badging requirements. Documents need to obtain the Linc Pass shall be provided by the Government after award, if required.

8. Employee Conduct/ Removal of Employees: Contractor employees and Subcontractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner. The Contractor shall remove from the site any individual whose continued employment is deemed by the Contracting Officer to be contrary to the public interest or inconsistent with the best interests of Agricultural Research Service. The Contracting Officers decision is final and not negotiable. Additionally, reference FAR 52.236-5 Material and Workmanship “The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.”

9. Final Inspection:

a. A final inspection shall be made only when all the materials have been furnished, all the work has been performed, and all the construction provided for by the contract has been completed in accordance with the terms, conditions, specifications, and drawings set forth in this contract. If, upon examination by the Contracting Officer, his/her designated representative, and Government inspection personnel, the project is determined not sufficiently completed to have warranted a final inspection, the Contractor may be held financially liable for any additional cost of re-inspection when material and workmanship are not ready at the time specified by the Government for project inspection.

b. Contractor shall give the Contracting Officer ten (10) calendar days advance notice, in writing, of the date the work will be fully completed and ready for final inspection.

c. The Contracting Officer will notify the Contractor of any discrepancies and/or omissions noted at the final inspection by providing a "punchlist" as to the discrepancies/omissions,

replacement of materials and performance or re-performance of any unsatisfactory work necessary for final acceptance. This notification shall not in any way be deemed an extension of the contract completion date. If all construction required by the contract is found completed and all contractual documents (i.e. payrolls, shop/as-builts/red-line drawings, release from claims, etc.) have been submitted, the Contracting Officer shall notify the Contractor of such in writing by processing the final payment for the project.

d. Acceptance shall be final and conclusive, except for latent defects, fraud, or such gross mistakes as may amount to fraud, or regarding the Government's right under any warranty or guarantee.

10. Final Acceptance: Upon written notification that all deficiencies identified during the final inspection have been corrected, the Contracting Officer will schedule a final acceptance inspection of the work. If all construction required by the contract is determined to be complete and all requisite contract deliverables (e.g., certified payroll records, as- built drawings, warranty documents, etc.) have been submitted and approved by the Government, the Contracting Officer shall notify the Contractor in writing of such acceptance. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

11. As-Built Drawings: On completion of the contract (if required), one set of paper specifications, and one hard copy and one set of digital PDF or AutoCAD format of each of the contract drawings accompanying those specifications shall be neatly and clearly marked in red to show all variations between the construction actually provided and that indicated or specified and delivered to the CO. Where a choice of materials and/or methods is permitted, the as-built drawings shall define the construction actually provided. Representation of such variation shall conform to standard drafting practice and include such supplementary notes, legends and details as may be necessary. The contractor shall stamp the term RECORD DOCUMENTS, date and sign all plastic reproducible, drawings and volumes of marked specifications. Legibility and clear portrayal of the as-built construction and marked prints shall be subject to approval by the Contracting Officer with the recommended approval of the Engineer.

12. Invoice Preparation and Submission: Based upon acceptance of required contract deliverables, the contractor shall submit an original invoice and one copy to the Contracting Officer and the COR:

The contractor shall include the following information on each invoice in order to be considered a proper invoice:
Name and address of contractor. Invoice number and Invoice date. Contract number.
Description of work and period of performance.
Name, title, phone number, and complete mailing address of official to whom payment is to be sent.
Name, title, phone number, and complete mailing address of person to notify in the event of a defective invoice.
Taxpayer Identification Number (TIN) and SAM UEI Number.
Invoices must be submitted with ARS-371 and ARS-372, along with certified payroll records, Contractor certification, and updated CPM Schedule.

Once the paper invoice has been approved by the Contracting Officer, the Contractor shall submit the invoice electronically through the U.S. Department of Treasury Invoice Processing Platform (IPP) at www.ipp.gov. This is a mandatory requirement.

13. State Taxes and State Tax Exemptions: The Contractor is responsible to include any state taxes into the contract pricing as necessary. The Contractor shall be responsible for knowing the state tax exemption process for the state in which they are proposing. The USDA will not navigate the process or seek out guidance/clarification for the state tax exemption process. The USDA will limit their involvement in the state tax exemption process to simple signature approval of documents and/or submission of Contractor completed documents to an email address, etc. Contractor shall include the state taxes into their proposed offer pricing as necessary. The USDA will not entertain any request for equitable adjustment based upon state tax requirements.

14. Payments for Stored Materials Under Construction Contracts: Payment to a contractor for stored materials is approved on a case-by-case basis, but certain conditions must first be met. Stored material considered acceptable for payment would include equipment and/or material of large dollar value and that will be incorporated into the specific project, such as boilers, transformers, windows, concrete block, brick, steel, etc. Smaller items, such as screws, nails, wiring, conduit, fittings, fasteners, and other items that are readily available from suppliers or other materials that are delivered on an ongoing basis, are not eligible for payment as stored material off-site.

a. Stored Materials on the Job Site: In order to be eligible for payment for materials stored on the job site, the contractor must provide the following to the CO:
1. Identify the specific materials, including a full description, manufacturer, model numbers, quantity, etc.;
2. Demonstrate clear title to the material (e.g., submission of paid invoice(s)); and,
3. Provide a written acknowledgement that they, the construction contractor, are fully responsible and liable for the security of the materials.

The CO does not have to modify the contract to authorize payment for stored materials on the job site; however, the materials and their value must be itemized on the ARS Form 372, Contractor's Request for Payment Transmittal. The Contracting Officer's Representative (COR) or other personnel designated by the CO (e.g., Resident Inspector) must verify the presence and quantity of the materials on site to the CO.

b. Stored Materials Off-Site: Payment for material delivered to the Contractor at off-site location(s) is authorized in accordance with FAR Clause 52.232-5 (b)(2) (however this is under the sole discretion of the Contracting Officer who will either approve or disapprove payments for stored materials off-site, the Contractor is not entitled to payments for stored material off-site); provided, the Contractor fully complies with the following conditions:

1. Contractor furnishes evidence to the Contracting Officer that it has acquired title to such material (e.g., paid invoice(s), bill(s) of sale, etc.);
2. Contractor fully identifies the material (description, manufacturer, model number, quantities, etc.) in storage and certifies that said material will be used to perform this contract;
3. Contractor furnishes the exact location of the storage facility and material within it;

4. Contractor furnishes evidence that the storage facility is bonded and insured;
5. Contractor furnishes a written certified acknowledgment from the storage facility that they recognize the USDA Agricultural Research Service, as the owner of the materials;
6. Contractor provides written acknowledgment that it is fully responsible and liable for the security of the materials; and,
7. Contractor furnishes photographs of the material and the storage facility. The contractor must include on each invoice the address of the storage facility and an itemized breakdown of the stored materials. Only the cost for the materials will be paid. The cost for installation must be excluded from the invoiced amount since it will occur at a later time. The costs associated with storing the materials in a storage facility (e.g., rent, lease, etc.) shall not be charged to or paid for by the Government.

Payment for stored materials off-site shall be made only when in the best interest of the Government (USDA). The Contracting Officer has the sole authority to make this decision in which payment(s) will or will not be made for stored materials off-site. At no time will the Contractor have any "right" to demand payment for stored materials off-site.

15. Daily Construction Reports: The Contractor shall maintain a daily record of quality control measures performed for each shift of Contractor or Subcontractor operations on an appropriate format. These records shall provide factual evidence that continuous quality control inspections have been performed, including but not limited to the following: job progress, problems encountered; problems resolved; type and number of inspections; results of inspections or tests including all computations; nature of defects; causes for rejection; safety violations; proposed remedial action; and corrective action taken. These records shall cover both conforming and defective items and shall include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. The Contractor shall maintain a current record of all inspections and shall furnish to the Contracting Officer on a daily basis (or as often as agreed upon with the Contracting Officer), legible copies of all inspection records for his permanent retention. The daily records of inspections shall cover all work placement subsequent to the previous report, and shall be verified by the Contractor's designated representative.

16. Use of Premises: Before any camp, quarry, borrow pit, storage, detour, or bypass site, other than shown on the drawings, is opened or operated on USDA land or lands administered by the USDA, the Contractor shall obtain written permission from the Contracting Officer. A camp is interpreted to include the campsite or trailer parking area of any employee working on the project for the Contractor. Unless accepted elsewhere in the contract, the Contractor shall (i) provide and maintain sanitation facilities for the workforce at the site and (ii) dispose of solid waste in accordance with applicable Federal, State and local regulations.

17. Control of Erosion, Sedimentation and Pollution: Operations shall be scheduled and conducted to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, and impoundments (lakes, reservoirs, etc.) Pollutants such as fuels, lubricants, bitumens, raw sewage, and other harmful materials shall not be discharged on the ground; into or nearby rivers, streams, and impoundments; or into natural or man-made channels. Wash water or waste from concrete or aggregate operations shall not be allowed to enter live streams prior to

treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.
Mechanized equipment shall not be operated in flowing streams without written approval by the Contracting Officer.

18. Key Personnel: The Contractor shall assign to this contract the following key personnel: Site Superintendent and Project Manager

19. Submittals and Shop Drawings: The Contractor shall submit for approval (if required), copies (minimally) of shop drawings of all manufactured products required in the construction for which such drawings are required. When approved, the Government will forward one set to the Contracting Officer's Representative (COR), one set to the Construction Manager (CM), and one set to the Contractor. If the Contractor requires more than one approved set, additional copies of this document must be forwarded in the number needed.

Shop drawings and submittals shall be marked with the Purchase Order Number, Project Description, Name of the Contractor, and accompanied by a letter of transmittal. If the shop drawings show variations from the contract requirements because of standard shop practice or other reasons, the Contractor shall make specific mention of such variations in his/her letter of transmittal or directly on the drawing/submittal.

Approval of shop drawings will be general and will not relieve the Contractor of the responsibility of furnishing material and work required by the contract.
Shop drawings shall be submitted for approval in ample time to permit checking of the drawings, allow the Contractor to make any corrections and resubmit drawings prior to the time construction is started on work covered by any drawings.

Non-approval of equipment due to failure to meet specifications or non-approval of the Contractor's drawings due to submission of incomplete or incorrect information shall not be considered as a basis for extension of time for completion of the contract.

The quantity of shop drawings required may be subject to change due to construction management surveillance needs and/or the complexity of the project. Quantities of shop drawings and submittals will be finalized at the preconstruction conference.

20. Construction Progress and Payment Schedule: Within 14 (fourteen) calendar days after the date of receipt of contract, the Contractor shall prepare and submit to the Contracting Officer for approval and signature, a copy of ARS Form 371, "Construction Progress and Payment Schedule." This form, in conjunction with ARS Form 372, "Contractor's Request for Payment Transmittal" (or an acceptable facsimile), will be the basis for partial payments to the Contractor. The values employed in making the schedule will be used only for determining partial payments and will not be considered as fixing a basis for additions to or deductions from the contract. Upon the Contracting Officer's approval and signature, a copy of the Form 371 (with original signatures) will be given to the Contractor. No work may be performed onsite unless and until the ARS Form 371 has been approved by the Contracting Officer.

21. List of Materials: The Contractor shall submit for approval a complete list, in duplicate, of brands, type, and make of various equipment and materials proposed to be used. If the Contractor fails to submit such a list, or names of equipment which does not comply with the specifications, or if the manufacturers named are unsatisfactory, the Government reserves the right to reject same and to select satisfactory substitute materials. This selection shall be final and finding upon the Contractor, and the work shall be installed on this basis without change in contract price.

In order to properly identify and to prove compliance with the requirements of the specifications, the Contractor shall give the following data for each product included in the list of materials.
Section heading of the specifications under which material is specified. Manufacturer's name and address.
Grade, type, trade or catalog number. Size, capacity, and other pertinent data.

All materials, fixtures, and equipment furnished and installed under this contract shall be new and of the best quality; shall be standard cataloged products or reputable manufacturers products or of special manufacture, satisfying completely the contract requirements.

Similar items, unless otherwise specified herein or approved by the Contracting Officer, shall be the product of the same manufacturer, and those fulfilling the same requirements as to size and construction shall be identical.
Substitutions and/or Approved Equal: Where particular make, brand or type of material or equipment is mentioned in these specifications, it is to denote quality standard of article desired, but does not restrict contractor to brand specified; however, any substitution must be met with approval of the Contracting Officer. Other products comparable in type, quality, utility, and price are acceptable if approved by the Contracting Officer. Burden of proof of equality shall rest with the Contractor. The Contracting Officer shall be sole judge of paralleled quality.

22. Cooperation With Other Contractors: During the period of construction for the work covered by this contract, other contractors performing work for the Government may be operating concurrently at the site. To minimize interference and delay to the construction progress of all concerned, all contractors shall cooperate with each other and coordinate their construction operations to the fullest extent. As far as practicable, all contractors performing work for the Government at the site shall have equal rights to the use of all referenced facilities. In a dispute regarding the use of such facilities, the matter shall be referred to the Contracting Officer.

23. Non-Excepted Activity During a Government Shutdown Due to Absence of an Appropriation or Continuing Resolution (CR): 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 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.

24. Architect and Engineering (A&E) Construction Management Services: Prior to award, by virtue of submitting an offer on this solicitation, the offeror agrees and acknowledges that submitted offer documents (technical proposal, etc.) may be reviewed by the USDA's Third party (independent designer of record) contracted Architect and Engineering (A&E) firm.

After award, by virtue of receiving this contract, the awardee (Contractor) may be subject to Construction Management oversight by the USDA's construction management team. This team consists of USDA Third party (independent designer of record) contracted Architect and Engineering (A&E) personnel who may manage the entire construction management process on behalf of the USDA. The awardee (Contractor) will be subject to the construction management process imposed by the construction management team. The construction management team is an extension of the USDA, and as such, the Contractor shall comply with the software usage, website requirements, processes, etc. established by the construction management team to provide oversight of this contract. This may include (but not limited to) USDA A&E imposed construction inspection services, building commissioning, payroll review, record drawings and specifications, preconstruction conferences, construction contractor submittals review, construction contract changes and clarifications, construction progress payment review, submittal software process, commissioning checklists and processes, physical onsite inspection and acceptance on behalf of the CO, final acceptance on behalf of the CO, etc. The contractor will comply with the delegated authority provided to the A&E construction management team. At no time will the A&E construction management team modify or direct contract changes, this authority remains solely with the Contracting Officer.

Invoices: To invoice, a vendor must first enroll in the Invoice Processing Platform (IPP) by visiting https://www.ipp.gov/vendors/index.htm. Once enrolled, all invoices must be submitted electronically through IPP. The IPP is a government-wide secure web-based payment information service offered free of charge to government agencies and their suppliers by the U.S. Department of Treasury's Financial Management Service (FMS).
One-time enrollment in IPP means that you will receive a series of e-mails from Treasury services. The first email will have the IPP Logon ID and link to the IPP application. A second e-mail, containing the password will be sent within 24 hours. Once you receive these emails, please login to the IPP application and complete the registration process.

Benefits of registering with IPP include the ability for your company to create invoices directly from a contract award and submit them electronically, as well as:

- E-mail notification when invoice(s) are paid
- Online payment history
- Remittance download

E-mail notifications of payments are sent when a payment is distributed to your bank account and will include all pertinent payment information. The IPP Customer Support Desk is available to assist users Monday through Friday (excluding bank holidays) from 8:00AM - 6:00PM ET, including answering any questions related to accessing IPP or completing the registration process. Their toll- free number is (866) 973-3131 or they can be reached at: IPPCustomerSupport@fms.treas.gov.

Solicitation Information

Award Type

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

Period of Performance

The Contractor is required to commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed and the entire work ready for use not later than 270 calendar days after NTP. The time stated for completion shall include final cleanup of the premises.

Organized Site Visit

A mandatory site visit is scheduled for 6/10/26 @08:00 AM EST. Registration is required to participate in the site visit. To register for the mandatory site visit, an email shall be sent to the Contracting Officer with the name(s) of the personnel attending, company name, and state of residence. The RFQ number, 1232SA26R0032, shall be placed in the subject line of the email. A Government issued ID is also required to gain access to the facility.

The deadline to register is 6/9/26 @12:00 PM EST. Registrations received after this date/time will not be accepted.

Attendance by the Prime Contractor is mandatory. Link up location is front entrance to the Eastern Regional Research Center (ERRC), 600 East Mermaid Lane, Wyndmoor, PA 19308.

The link up point of contact (POC) is Mr. Timothy Toal, timothy.toal@usda.gov, phone 215-435-3407. You may contact him on the day of the site visit if you need assistance finding the location.

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.

Submission Documents:

Submissions shall emailed to david.reynolds2@usda.gov with the subject line "RFQ 1232SA26R0032." It is the Contractor's responsibility to ensure the Government is in receipt of the quote by the deadline. Contractors shall not wait until the last minute and assume the email will be received by the Government before the time of closing.

Offerors shall provide all requested information referenced in this section. Failure to provide all

requested information may result in the quote being found non-responsive, thus ineligible for award.

1. Transmittal Summary Letter. A summary cover letter to the submission should provide at minimum the following (i) Identification of the Point of Contact, current phone number, and email address. (ii) SAM UEI Number, Tax Identification Number (iii) A list of the submission package contents. The Unique Entity ID (UEI) Sam code provided will be used to access Contractor Performance Assessment Reporting System (CPARS) data. If a separate SAM UEI has been created for a joint venture it must be also submitted, along with SAM UEI for each joint venture member.

2. Fully completed and Signed SF 1442. Original fully completed and signed SF 1442 Offer page, and acknowledgement of all amendments with via entering data in block 19 of the SF1442 or completing blocks 15a,b, and c of the Amendment(s) and attaching to the SF 1442 offer page. Complete blocks 14, 15, 17, 20a, 20b and 20c. Failure to acknowledge all amendments may result in the offer to be found Non-Responsive and not eligible for award. Pricing shall be entered on page 3 for all line item(s).

3. SF 24 Bid Bond. Completed/signed SF 24 Bid Bond. A bid guarantee is required in an amount not less than 20 percent of the proposed price but shall not exceed $3,000,000 (for offers of $35,000 or more). Failure to furnish the required bid guarantee in the proper form and amount, by the time set for opening of proposals, shall require rejection of the proposal in all cases except those listed in Federal Acquisition Regulation (FAR) 28.101-4. Bid Bonds shall be provided using Standard Form 24 (see FAR 28.106-1) and be from a corporate surety listed in Department of Treasury Circular 570. Individual sureties have to be acceptable to the Contracting Officer (see FAR 28.203) and be accompanied by Standard Form 28 Affidavit of Individual Surety. Other forms of offer security are acceptable as denoted in solicitation provision FAR Part 28.203-2. (Original Bid Bond copy not required, reference FAR Class Deviation to Eliminate Hard Copy Originals…. dated May 19, 2023) Offerors that provide "bid bonds" that are not an official sealed/signed SF24 will be found non-responsive.

4. Technical Approach Narrative. Provide a technical approach narrative for how this work will be accomplished. The technical approach narrative shall include:

1. Demonstration of how security will be maintained in an active research facility.
2. Demonstration of how work will be performed around an active research facility.
3. Identify material & equipment staging location.
4. Identify the proposed sequence of construction to accomplish the work.
5. Identify the project closeout procedure.

5. Key Personnel Experience. Provide resumes for key personnel. Resumes for the Site Superintendent and the Project Manager must be included to be considered acceptable. The resumes must clearly show experience in managing similar size renovation projects. For each key personnel provide the following information:

1. Number of years with the company (must have at least 3 years' experience)
2. Number of years' experience (must have at least 5 years' experience)
3. Role on the project (must have past Site Superintendent or Project Manager experience)

4. Work performed on prior similar projects (must have at least 3 past projects listed)

6. Documented Experience. Offerors shall provide at least two (2) references that demonstrate recent and relevant experience in size, scope, function, and complexity. Recent is defined as federal, state, or commercial contracts completed within the past five (5) years. Relevant is similar projects in size, scope, complexity. The Prime Contractor shall have the required past performance. Reference information shall include a brief project description, location of work, dollar value, contract period dates, and current point of contact information (phone and email) for an individual with knowledge of the project.

Evaluation

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 Government shall make an award utilizing Lowest Priced Technically Acceptable (LPTA) evaluation methodology. The Government shall award a contract to the responsible offeror who offers the lowest priced proposal that is found to be technically acceptable, as set forth in the solicitation with price and other factors considered. In order to be considered acceptable, an offeror and its offer must conform to the material terms of the solicitation (e.g. contract clauses, specifications, etc). The Government shall not award any contract that does not propose a fair and reasonable price.

The Government intends to select a single contractor; however, it reserves the right to award no contract at all, depending on the availability of funds and other extenuating circumstances. The contract award shall be made on an “all” or “none” basis. Offerors submitting deviations or alternatives to the solicitation requirements shall be considered non-compliant and not considered for award.

Offeror Compliance: Offers will be reviewed for timeliness. If the offer is received after the closing date and does not meet the criteria for “late submissions”, the offer will not be evaluated. The offer will be reviewed for compliance to the solicitation (i.e. submitted all documents required). If the offer is not compliant to the solicitation it will not be evaluated and the offeror will be notified that they are found to be not-responsible.

Under this process the offers are laid out in price from lowest to highest, and then the technical evaluation is performed on lowest priced offer. If the offer is technically acceptable, award is made. If the offer is not technically acceptable, then the next lowest offer is evaluated. This process is worked until the LPTA offeror is identified. Offers that are higher in price than the LPTA offeror will not be evaluated.

A “Technically Acceptable” evaluation will be conducted. Technically Acceptable is defined as:

a) Meeting all requirements as defined in the solicitation, to include offer submission documents

referenced in the submission section. Failure to submit ANY of the required documents listed will render your offer non-responsive and thus not eligible for award. Failure to acknowledge any and all amendments may render your offer non-responsive and thus not eligible for award.

b) Provide documented experience. Failure to provide two (2) recent (defined as federal, state, university, or commercial contracts completed in the past five (5) years) and relevant (defined as projects, in size, scope, function, and complexity. Prime Contractor shall have the past performance. Reference shall include current contact information, in addition to a brief description of the work. Failure to provide documented experience may result in the offeror being found unacceptable. If references provided do not provide a rating of "satisfactory" or better, or provide negative feedback relating to any aspect the vendor may be found unacceptable.

c) Key Personnel Experience. Failure of the Site Superintendent and Project Manager resumes to have the minimum required experience listed in submission document #5 above, may render your offer non-responsive and thus not eligible for award.

d) Site visit attendance is mandatory. Failure to attend the mandatory site visit will result in the quote being not eligible for award.

e) Acceptable rating in Past Performance.

Past Performance will be rated on an "acceptable" or "unacceptable" basis. The apparent successful, prospective contractor must have acceptable past performance. System for Award Management (SAM.gov) exclusions list, Federal Awardee Performance and Integrity Information System, and Contractor Performance Assessment Reporting System (CPARS) shall be considered as part of the past performance evaluation process. Any CPARS ratings category (Quality, Management, Schedule, or Regulatory) that has marginal or unsatisfactory in more than 10% of the total number of ratings for that category, may result in an overall 'Unacceptable' rating.

Any past performance that is found to be "negative", may result in the entire Past Performance rating as "Unacceptable". "Negative" is defined as any CPARS ratings category (Quality, Management, Schedule, or Regulatory) that has marginal or unsatisfactory in more than 10% of the total number of ratings for that category, any Terminations for Default/Cause, or any less than satisfactory documented experience references will be rated as 'Unacceptable'. Note: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable." Offers that do not meet this threshold for past performance will be rated "Unacceptable" in Past Performance.

The Government reserves the right to use past performance information obtained from sources other than those identified by the offeror, including but not limited to past performance information located in the Contractor Performance Assessment Reporting System (CPARS). Past Performance is a measure of the degree to which an offeror satisfied its customers in the past, complied with contract schedule, and adherence to the contract specifications. Past performance is also a measure of the risk of performance associated with the offeror. The Government will assess the offeror's

record of past performance on similar contracts as an indicator of success under this requirement.

An individual evaluation rating of "Unacceptable" for any of the factors shall result in an overall "Unacceptable" rating for Technical Acceptability.

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

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

FAR 52.212-1 is amended as follows:

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

Questions
Questions shall be submitted via email to david.reynolds2@usda.gov and are due no later than June 17, 2026, at 7:30 AM Eastern Standard 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 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)
☒ 52.222-5 Construction Wage Requirements, Secondary Site of the Work (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)
☒ 52.225-10 Notice of Buy American Requirement- Construction Materials (May 2014)
☐ Alternate I (May 2014) of 52.225-10
☒ 52.225-12 Notice of Buy American Requirement-Construction Materials under Trade Agreements (May 2014)
☐ Alternate I (May 2014) of 52.225-12
☐ Alternate II (Nov 2023) of 52.225-12

☐ 52.226-3 Disaster or Emergency Area Representation (Nov 2007)
☒ 52.228-1 Bid Guarantee (Sep 1996)
☐ 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (Jul 2025)

Other Applicable FAR Provisions

52.233-2 Service of Protest (Sep 2025)

AGAR Provisions

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

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

(1) It is compliant with all applicable Federal anti-discrimination laws and the Equal Protection principles of the U.S. Constitution.
(2) Neither it nor any proposed subcontractor or teaming partner operates or funds any program, policy, or initiative that promotes DEI in a manner that violates any applicable Federal anti-

discrimination laws, including but not limited to Title VI and VII of the Civil Rights Act of 1964, or the Equal Protection principles of the U.S. Constitution.

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

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

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

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

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

NOTICE FOR FILING AGENCY PROTESTS
United States Department of Agriculture (USDA) Protest Procedures

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

Tier 1: Contracting Officer Concern Resolution

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

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 UDSA Independent Review Authority. If no election is stated, the Contracting Officer will decide the protest.

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

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

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

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

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

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

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