Automated Sampler, Concentrator and Sample Preparation and Extraction Platform - 1232SA26Q0571

Description

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

Solicitation number 1232SA26Q0571 is issued as a Request for Quotation (RFQ) for an Automated Sampler, Concentrator and Sample Preparation and Extraction Platform.

This solicitation incorporates provisions and clauses by reference. The full text of provisions and clauses may be accessed electronically at www.acquisition.gov.

The applicable North American Industry Classification Standard Code is 334516 The small business size standard is 1,000 Employees This acquisition is an unrestricted requirement. All responsible sources may submit a quotation which will be considered by the agency.

See "Attachment 1 - Solicitation Terms and Conditions" for applicable clauses, instructions, and evaluation criteria.

Statement of Requirement

This requirement is for an Automated Sampler, Concentrator and Sample Preparation and Extraction Platform in accordance with the attached specifications (Attachment 2).

Vendors are required to be active and registered in the System for Award Management at www.sam.gov when submitting a quote and at time of award (FAR 52.204-7(b)(1)). Payment will be made utilizing the Department of the Treasury Invoice Processing Platform at www.ipp.gov. SAM.gov and IPP.gov are free, official websites of the United States government.

Quotes are due no later than 1:00 pm Mountain Daylight Time on Wednesday July 8, 2026. Quotes must be submitted electronically, e-mailed to frank.palmer@usda.gov; no faxed or hard copy quotes are allowed.

Federal Acquisition Regulation (FAR) and United States Department of Aquiculture 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)
52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)
52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.222-50 Combating Trafficking in Persons (Nov 2025)
52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
52.233-3 Protest After Award (Sep 2025)
52.233-4 Applicable Law for Breach of Contract Claim (Sep 2025)
52.240-91 Security Prohibitions and Exclusions (Nov 2025)
52.244-6 Subcontracts for Commercial Products and Commercial Services (Nov 2025)
52.204-13 System for Award Management—Maintenance (Nov 2025)
52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Sep 2025)
52.222-3 Convict Labor (June 2003)
52.222-19 Child Labor—Cooperation with Authorities and Remedies (Nov 2025)
52.222-36 Equal Opportunity for Workers with Disabilities (Nov 2025)
52.222-90 Addressing DEI Discrimination by Federal Contractors (April 2026)
52.225-5 Trade Agreements (Nov 2023)
52.232-33 Payment by Electronic Funds Transfer— System for Award Management (Oct 2018)
52.247-34 F.O.B. Destination (Jan 1991)

AGAR Clauses

452.203-71 Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Compliance (Dec 2025)
(a) By entering into this contract, the Contractor certifies that:
(1) It is compliant with all applicable Federal anti-discrimination laws and the Equal Protection principles of the U.S. Constitution, and it will remain compliant for the duration of the contract.
(2) Neither it nor any subcontractor or teaming partner operates or funds any program, policy, or initiative that promotes DEI in a manner that violates any applicable Federal anti-discrimination laws, including but not limited to Title VI and VII of the Civil Rights Act of 1964, or the Equal Protection principles of the U.S. Constitution, and the Contractor and any subcontractor or teaming partner will not do so for the duration of the contract.
(b) If the Contractor participates in, facilitates, or funds programs that implicate Title VI of the Civil Rights Act of 1964 or Title IX of the Education Amendments of 1972, as amended, including but not limited to grants to or for schools, colleges, universities, 4-H programs, non-governmental organization (NGO) programs, sports programs, and education-related grants to prisons or other detention facilities, the Contractor certifies that it will remain compliant with those laws, including the requirements set forth in Executive Order 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity.
(c) The Contractor affirms that the above requirements are conditions of payment that go to the essence of the contract and are therefore material terms of the contract. Payments under the contract are predicated

on compliance with the above requirements, and therefore the Contractor is not eligible for funding under the contract or to retain any funding under the contract absent compliance with the above requirements.

(d) This certification reflects a change in the Government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this contract.
(e) Submission of a knowing false statement relating to Contractor's compliance with the above requirements and/or eligibility for the contract may subject the Contractor to liability under the False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001.
(f) The Contractor must include the provisions of this clause in all subcontract solicitations.
(g) Failure on the part of the Contractor or its subcontractors to comply with the terms of this clause may be grounds for the Contracting Officer to terminate this contract for default.

(End of Clause)

452.203-72 Unenforceable Supplier Terms (APR 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:
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.
Regardless of the media or delivery mechanism used. For example, supplier terms may be presented as one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.
(b) Applicability. When any supply or service acquired under this contract is subject to supplier terms, the supplier terms are deemed part of the contract only to the extent they are consistent with this clause. Supplier terms that conflict with any part of this clause, the contract, or Federal law are void and will not be considered incorporated into a contract, even if they are physically present in a contract documentation or systems. In the event of any inconsistency between supplier terms and this contract, this clause and the terms of the Government contract shall govern and supersede any supplier terms in all cases.
(c) Authorization Required. Notwithstanding any other provision, no supplier terms shall be binding on the Government unless the term is expressly authorized on the USDA Supplier Terms Authorization Form signed by the Contracting Officer, and the completed Authorization Form has been incorporated into the contract.
(d) Unenforceable Terms. Any supplier terms that impose obligations or restrictions inconsistent with applicable Federal law are unenforceable against the Government and deemed stricken from the agreement. This includes, but is not limited to, any clause that:
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.
Requires the Government to indemnify the contractor or any other entity.
Restricts the Government's ability to obtain similar supplies or services from another source.
Imposes any penalty, financial or otherwise, based on the Government's decision not to exercise an option.
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.
Requires dispute resolution in a forum or venue other than one prescribed by applicable Federal law.
Establishes a period of limitations for bringing an action that differs from that provided by applicable Federal

law.
Grants the contractor rights to use, mine, access, aggregate, analyze, or otherwise exploit Government data, usage data, or metadata.
Deems the Government to have accepted initial or revised terms based on silence, continued performance, or failure to object.
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.
Requires the Government to accept supplier security requirements, network access requirements, monitoring, penetration testing, or other technical or security measures.
Permits the supplier to suspend, degrade, or terminate access to products or services based on alleged non-payment, alleged breach, automated security triggers.
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.
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.
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.
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.
Limits, conditions, or negates the contractor's performance obligations, service levels, or remedies through a supplier-provided service level agreement (SLA).
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.
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.
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.
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 shall bind the ordering activity as the end user to the extent it does not conflict with the terms of this clause, but it shall not bind or impose personal liability on any Government employee or any person acting on behalf of the Government in their personal capacity.
(g) Law and disputes. The supplier agreement is governed by Federal law.
(h) Statutory exception. This clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
(i) Continued performance. The supplier or licensor shall not unilaterally revoke, terminate, or suspend any rights granted to the Government except as allowed by the contract. If the supplier or licensor believes the ordering activity to be in breach of the supplier agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while proceeding diligently with performance, pending final

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

(End of Clause)

452.204–70 Modification for Contract Closeout (Nov 2025)

(a) If unliquidated funds in the amount of $1,000 or less remain on the contract, the Contracting Officer (Contracting Officer) shall issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but will not be required to provide a signature. The Contracting Officer shall immediately proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.
(b) Upon contract closeout for contracts utilizing SAP: if unliquidated funds of more than $1000 remain on the contract, the Contracting Officer shall issue a bilateral modification for deobligation. The contractor will receive a copy of the modification and will be required to provide a signature. (The Contracting Officer may also request a "Contractor Release of Claims" be completed by the contractor, although not required for contracts and orders using SAP.) If the bilateral modification and Release of Claims are not returned to the Contracting Officer within 60 days, the Contracting Officer shall release the modification as unilateral and

proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.
(c) Upon contract closeout for contracts utilizing anything other than cost reimbursement, if unliquidated funds of more than $1000 remain on the contract, the Contracting Officer shall issue a bilateral modification for deobligation. The contractor will receive a copy of the modification and a ''Contractor Release of Claims'' and will be required to provide a signature on both forms. If the bilateral modification and Release of Claims are not returned to the Contracting Officer within 120 days, the Contracting Officer shall release the modification as unilateral and proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

(End of Clause)

Invoices: To invoice, a vendor must first enroll in the Invoice Processing Platform (IPP) by visiting https://www.ipp.gov. 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 log in 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.

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

Evaluation and Basis for Award

The provision at FAR 52.212-2, Evaluation—Commercial Products and Commercial Services is not applicable to this solicitation. In lieu of this provision, quotes will be evaluated in accordance with FAR 12.203 based on the criteria listed below. Award will be made to the offeror representing the best value to the Government.

The Government will award a contract resulting from this solicitation to the responsible vendor whose quote conforming to the solicitation will be Lowest Price Technically Acceptable, price and other factors considered. Only the lowest priced offer will be evaluated for Technical Acceptability. Should the lowest priced offer not receive an acceptable technical or past performance rating, the process will continue in order of lowest priced offer until the lowest price, technically acceptable offer with acceptable or neutral past performance is identified. The following factors shall be used to evaluate quotes:

Technical Acceptability: The United States Department of Agriculture (USDA) has a requirement for the following items.

The salient characteristics of the Automated Sampler, Concentrator and Sample Preparation and Extraction Platform are as follows:

This requirement is for an Automated Sampler, Concentrator and Sample Preparation and Extraction Platform capable of fully integrating with an existing Agilent Gas Chromatography/Mass Spectrometry (GC/MS) System.
Salient Characteristics:
Automated Platform must have the following characteristics:
• Robotic tool change for multiple step sample prep workflows
• Tools for syringes 1 µL-10 mL and pipettes 20, 200,1000 µL volume ranges
• Solvent storage in mL to L scale
• Sample storage for vials 2, 10, 20 mL, up to 10 MTPs, ambient or temperature-controlled 4-40 °C
• Heating/shaking for MTPs and vials 2, 10, 20 mL for incubation & derivatization
• Centrifuges with up to 5000 RCF
• µSPE (Solid Phase Extraction)
• Barcode scanner
• Gripper Tool for pick and place applications
• Core methods for defined sample prep included
• S/W tools to create or modify workflows
• Local control or integration into OEM specific S/W

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

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

1. **Meet or exceed all salient characteristics** of the product as specified in the solicitation.
2. Include **sufficient descriptive literature or documentation** (e.g., product specifications, datasheets, or brochures) to demonstrate how the proposed product meets or exceeds the required salient characteristics.
3. Be available for delivery within the timeframe specified in the solicitation.

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

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

- Acceptable: The contractor shows a demonstrated ability to meet contract requirements in prior or current contracts, including quality of work, timeliness, cost control, business relations, and adherence to contract terms.

- Neutral: Offeror does not have a past performance record.

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

Price- The total evaluated price shall be the sum of all Contract Line-Item Numbers (CLINs). Quotes will be evaluated to determine whether it is fair and reasonable. The Government shall not award a contract that is not fair and reasonable. Vendors are encouraged to offer discounts beyond their current pricing.

Delivery Information
F.o.b. destination, is requested as the F.O.B. point for all deliverables.
All offers will be considered F.O.B. Destination unless F.O.B. origin is specified AND estimated shipping costs are included.

The USDA requires delivery of all items by (see the delivery schedule in the statement of work). Early deliveries will be accepted.

Shipping Instructions:
Items shall be shipped to the following address:
USDA Horticultural Research Laboratory
2001 S. Rock Road
Fort Pierce, FL 34945

Delivery must be within 90 days ARO.

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)
This is a requirement to establish a Firm-fixed price purchase order for an Automated Sampler, Concentrator and Sample Preparation and Extraction Platform in accordance with the attached Specifications. This award

shall be made based on the Lowest Price Technically Acceptable. A quote must be on company letterhead (or similar markings, clearly identifying vendor name and address) with the subject solicitation number detailing the item description, unit price per item, total price, and valid for at least 60 days after receipt of quote. Failure to provide all information may result in a quote being determined as non-responsive without discussion. All responsible sources who submit a timely and complete quote will be considered for award. Facsimile submissions are not authorized for this solicitation. This solicitation does not commit the Government to pay any costs for the preparation and submission of a quote in response to this Request for Quote. The quoter must submit an electronic response to this solicitation via email to frank.palmer@usda.gov. The information provided must be concise, factual, and complete. To be considered responsive, quotes must be sent electronically via email to frank.palmer@usda.gov and received no later than the closing date and time of this solicitation. As a result of this solicitation, the Government intends to establish a firm-fixed price order. Award of the contract resulting from this solicitation will be made to the responsible quoter, as defined by FAR 9.104-1. Any quoter without an active SAM registration will be determined non-responsive and will not receive further consideration for award.

52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)
52.240-90	Security Prohibitions and Exclusions Representations and Certifications (Nov 2025)
52.204-7	System for Award Management—Registration (Nov 2025)
52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2021)
52.225-6	Trade Agreements Certificate (Feb 2021)

AGAR Provisions

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

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

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

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

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

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

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

(e) Submission of a knowing false statement relating to offeror's compliance with the above requirements and/or eligibility for the contract may subject the offeror to liability under the False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001.
(f) Failure on the part of the offeror or its subcontractors to comply with the terms of this clause may be grounds for the Contracting Officer to terminate the contract for default.

(End of Provision)

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

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

Informal Forum with the Ombudsman

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

Formal Agency Protest with the Ombudsman

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

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