SOLICITATION NO. 1232SA26Q0971 – TERMS AND CONDITIONS

Statement of Requirement

The United States Department of Agricultural (USDA) – National Center for Cool and the Cold-Water Aquaculture (NCCCWA) - Roof Repairs, per the attached Statement of Work, Drawings, Specifications, and Wage Determination – See Attachments 1 through 4.

Schedule of Items – Pricing shall be submitted as follows:

CLIN	Description	Estimated Quantity	Unit of Issue	Total
0001	BASE ITEM: Tank/Aquaria Building Roof	1	JOB	
0002	OPTION ITEM 1: Main Building Roof	1	JOB	
	GRAND TOTAL			

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

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

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

Technical Data

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

1. Solicitation Attachments
   The following documents are included as attachments to this solicitation and can be accessed via the "Attachments/Links" section of the posting.
   - Attachment 1 – Statement of Work
   - Attachment 2 – Wage Determination
   - Attachment 3 – Drawings
   - Attachment 4 - Specifications

Delivery Information

All work shall be performed at the following Location:

National Center for Cool and the Cold-Water Aquaculture
11861 Leetown Road
Kearneysville, West Virginia 25430

Definitization of Equitable Adjustments for Change Orders

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

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

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

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

52.252-2 Clauses Incorporated by Reference Feb 1998

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

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

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

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

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

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

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

The following clauses are applicable if checked:

☒ 52.203-6 Restrictions on Subcontractor Sales to the Government (Jun 2020) with Alternate I (Nov 2021) of 52.203-6
☒ 52.204-9 Personal Identity Verification of Contractor Personnel Jan 2011
☒ 52.204-13 System for Award Management—Maintenance (Nov 2025)
☒ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2025)
☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Sep 2025)
☒ 52.219-6 Notice of Total Small Business Aside (Nov 2025)
☒ 52.219-8 Utilization of Small Business Concerns (Nov 2025)
☒ 52.219-14 Limitations on Subcontracting (Nov 2025)
☒ 52.222-3 Convict Labor (June 2003)
☒ 52.222-35 Equal Opportunity for Veterans (Nov 2025)
☒ 52.222-36 Equal Opportunity for Workers with Disabilities (Nov 2025)
☒ 52.222-37 Employment Reports on Veterans (Nov 2025)
☒ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010
☒ 52.222-54 Employment Eligibility Verification (Nov 2025)
☒ 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)
☒ 52.222-90 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)
☒ 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Nov 2025)
☒ 52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Nov 2025)
☒ 52.223-23 Sustainable Products and Services
☒ 52.232-33 Payment by Electronic Funds Transfer— System for Award Management (Oct 2018)
☒ 52.242-13 Bankruptcy (July 1995)

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

52.203-17	Contractor Employee Whistleblower rights (Nov 2023)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.204-7	System for Award Management (Nov 2024)
52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014)
52.217-7	Option for Increased Quantity - Separately Priced Line Item (Mar 1989)
52.222-6	Construction Wage Rate Requirements (Nov 2025)
52.222-7	Withholding of Funds (Nov 2025)
52.222-8	Payrolls and Basic Records (Nov 2025)
52.222-9	Apprentices and Trainees (Nov 2025)
52.222-10	Compliance with Copeland Act Requirements (Nov 2025)
52.222-11	Subcontracts (Labor Standards) Nov 2025
52.222-12	Contract Termination – Debarment (May 2014)
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014)
52.222-14	Disputes Concerning Labor Standards (Nov 2025)
52.222-15	Certification of Eligibility (May 2014)
52.222-50	Combating Trafficking in Persons (Nov 2025)
52.222-55	Minimum Wages for Contractor Workers Executive Order 14026
52.223-1	Biobased Product Certifications (Feb 2025)
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts (Feb 2025)
52.223-4	Recovered Material Certification (May 2008)
52.223-5	Pollution Prevention and Right-to-Know Information (May 2024)
52.225-9	Buy American-Construction Materials (Nov 2025)
52.227-1	Authorization and Consent (June 2020)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (June 2020)
52.227-4	Patent Indemnity – Construction Contracts (Dec 2007)
52.228-2	Additional Bond Security (Oct 1997)
52.228-5	Insurance-Work on a Government Installation (Jan 1997)
52.228-11	Individual Surety-Pledge of Assets (Feb 2021)
52.228-14	Irrevocable Letter of Credit (Nov 2014)
52.228-15	Performance and Payment Bonds-Construction (Jun 2020)
52.232-5	Payments Under Fixed Price Construction Contracts (May 2014)
52.232-16	Progress Payments (Nov 2025)
52.232-27	Prompt Payment for Construction Contracts (Jan 2017)
52.232-40	Providing Accelerated Payments to Small Business Contractors (Mar 2023)
52.233-1	Disputes (Nov 2025)
52.233-3	Protest after Award (Nov 2025)
52.233-4	Applicable Law for Breach of Contract (Nov 2025)
52.236-2	Differing Site Conditions (Jul 2025)
52.236-3	Site Investigation and Conditions Affecting the Work (Jul 2025)
52.236-5	Material and Workmanship (Nov 2025)
52.236-6	Superintendent by the Contractor (Jul 2025)
52.236-7	Permits and Responsibilities (Nov 2025)
52.236-8	Other Contracts (Jul 2025)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Nov 2025)

52.236-10 Operations and Storage Areas (Nov 2025)
52.236-11 Use and Possession Prior to Completion (Nov 2025)
52.236-12 Cleaning Up (Nov 2025)
52.236-13 Accident Prevention (Nov 2025)
52.236-14 Availability and Use of Utility Services (Nov 2025)
52.236-15 Schedules for Construction Contracts (Jul 2025)
52.236-17 Layout of Work (Nov 2025)
52.236-21 Specifications and Drawings for Construction (Nov 2025)
52.242-14 Suspension of Work (Apr 1984)
52.244-6 Subcontracts for Commercial Products and Commercial Services (Feb 2025)
52.246-21 Warranty of Construction (Mar 1994)
52.248-3 Value Engineering (Oct 2025)

AGAR Clauses

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

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

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

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

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

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

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

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

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

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

452.204–70 Modification for Contract Closeout (Nov 2025)

(a) If unliquidated funds in the amount of $1000 or less remain on the contract, the Contracting Officer (Contracting Officer) shall issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but will not be required to provide a signature. The Contracting Officer shall immediately proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.
(b) Upon contract closeout for contracts utilizing SAP: if unliquidated funds of more than $1000 remain on the contract, the Contracting Officer shall issue a bilateral modification for deobligation. The contractor will receive a copy of the modification and will be required to provide a signature. (The Contracting Officer may also request a "Contractor Release of Claims" be completed by the contractor, although not required for contracts and orders using SAP.) If the bilateral modification and Release of Claims are not returned to the Contracting Officer within 60 days, the Contracting Officer shall release the modification as unilateral and proceed with contract close-out upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.
(c) Upon contract closeout for contracts utilizing anything other than cost reimbursement, if unliquidated funds of more than $1000 remain on the contract, the Contracting Officer shall issue a bilateral modification for deobligation. The contractor will receive a copy of the modification and a ''Contractor Release of Claims'' and will be required to provide a signature on both forms. If the bilateral modification and Release of Claims are not returned to the Contracting Officer within 120 days, the Contracting Officer shall release the modification as unilateral and proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.
(End of Clause)

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

(a) The contractor shall comply with the personal identity verification (PIV) policies and procedures established by the United States Department of Agriculture (USDA) Directives 4620-002 series.
(b) Should the USDA Directives 4620-002 require the exclusion of a contractor's employee, the contracting officer will notify the contractor in writing. The contractor must appoint a representative to manage compliance with the PIV policies established by the USDA Directives 4620-002 and to maintain a list of employees eligible for a USDA LincPass required for performance of the work.
(c) The responsibility of maintaining a sufficient workforce remains with the contractor. Contractor employees may be barred by the Government from performance of work should they be found ineligible or to have lost eligibility for a USDA LincPass. Failure to maintain a sufficient workforce of employees eligible for a USDA LincPass may be grounds for termination of the contract.

(d) The contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine unaccompanied physical access to a Federally controlled facility and/or routine unaccompanied access to a Federally controlled information system.
(e) The PIV Sponsor for this contract is a designated program point of contact, which in most cases is the COR, unless otherwise specified in this contract. The PIV Sponsor will be available to receive contractor identity information from [hours and days to be added by CO] to [hours and days to be added by CO] at [office address for registration to be added by CO]. The Government will notify the contractor if there is a change in the PIV Sponsor, the office address, or the office hours for registration; however, it is the contractor's responsibility to meet all aspects of paragraphs (c), (d), and (e).

(End of Clause)

452.211-72 Delivery of Excess Quantities (Sep 2025)

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

(End of clause)

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 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, 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)

SOLICITATION NO. 1232SA26Q0971 – TERMS AND CONDITIONS

Solicitation Information

Award Type

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

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

Period of Performance

The Period of Performance is 240 days from issuance of the Notice to Proceed.

Organized Site Visit

A **mandatory Site Visit** is scheduled for this requirement. All Contractors that will be submitting a quote **must attend the site visit**. The following applies:

- Date of Site Visit: Tuesday, July 21, 2026
- Time of Site Visit: 10:00 a.m.
- Location: 11861 Leetown Road, Kearneysville, West Virginia 25430

All attendees will meet at the parking lot at the rear of the building and will be escorted inside to sign in at the desk. All attendees must have a Government issued – REAL ID – for sign in.

Performance and Payment Bonds

The awardee will be required to submit both a Performance and Payment Bond after award.

Evaluation and Basis for Award

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

The offeror shall provide pricing as requested in the Schedule of Items on page 1 of this Request for Quote. Failure to propose pricing for all individual line items may result in a quotation being excluded from further consideration. The offeror's quotation will be evaluated in accordance with FAR 12.204, to determine if it is fair and reasonable.

This is a Lowest Price Technically Acceptable (LPTA) source selection. The most important factor is price. The technical evaluation factors which consist of the Technical Approach Narrative, Key Personnel Experience, Past Performance Experience and Project Schedule are of equal importance.

All technical evaluation factors other than cost or price, when combined, are significantly less important than cost or price. The lowest priced proposal will first be evaluated for technical acceptability. If determined not technically acceptable, it will be removed from competition, and the next lowest priced

proposal will be evaluated for technical acceptability. This will continue until the lowest priced proposal that is determined to be technically acceptable has been identified. Once the lowest priced proposal that is determined to be technically acceptable has been identified the evaluations will be closed, and award will be made.

Delivery Information

All work will be performed at the following location:

National Agricultural Library
10301 Baltimore Avenue
Beltsville, MD 20705-2350

Qualification Requirements

The following qualification requirements must be met, with information included in the solicitation response:

Factor 1 - Price

Factor 2 – 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, particularly in respect to live animals.
3. Identify material & equipment staging location.
4. Identify the proposed sequence of construction to accomplish the work.
5. Identify the project closeout procedure.

Factor 3 - Key Personnel Experience

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 at an active research facility.

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)

Factor 4 –Past Performance Experience

This factor will be evaluated based on the offeror's capability and capacity to meet the contract

requirements, based on past contract performance. Past performance will be assessed based on references provided to the procurement office. Offerors shall provide references for up to three similar contracts completed within the last three years of similar size, scope, function, and complexity to the subject project. If no references are provided and there is no known past performance with the procurement office, the offeror will be deemed not acceptable.

Provide the information specified below for each project listed:

1. Title and brief description of contract
2. Location
3. Owner/Client
4. Original dollar value of contract
5. Final dollar value of contract
6. Contract period of performance
7. Name and Phone # of Contracting Officer/Owners Representative

Factor 5 - Schedule

Provide a **proposed** construction schedule showing key milestones, to include:

1. Project Kickoff Meeting
2. Notice to Proceed (NTP)
3. Submittals
4. Material Delivery
5. Mobilization
6. Project Phases/Work to be Performed
7. Punchlist
8. Closeout

To be considered acceptable, the schedule must clearly show an understanding of the milestones and their anticipated durations.

52.252-1 Solicitation Provisions Incorporated by Reference Feb 1998

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

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

FAR 52.212-1 is amended as follows:

Quotations must be prepared in accordance with the instructions in this section, providing all required

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

Quote submission must include:

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

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

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

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

Submissions

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

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

Period for acceptance of offers.

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

Questions

Questions shall be submitted via email to Angela Wingert at angela.wingert@usda.gov and are **due no later than Monday, July 27, 2026, by 4:00 p.m. Eastern 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)

52.240-90 Security Prohibitions and Exclusions Representations and Certifications (Nov 2025)

The following provisions are applicable if checked:

☒ 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2024)

☒ 52.204-7 System for Award Management—Registration (Nov 2025)
☐ Alternate I (Nov 2025) to 52.204-7
☒ 52.225-2 Buy American Certificate (Oct 2022)

Other Applicable FAR Provisions

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

AGAR Provisions

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

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

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

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

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

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

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

(f) Failure on the part of the offeror or its subcontractors to comply with the terms of this clause may

be grounds for the Contracting Officer to terminate the contract for default.
(End of Provision)

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.