SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 127EAW26Q0035	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) INVITATION FOR BID ☐ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 05/15/2026	PAGE 1 OF PAGES 26

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 1169291	6. PROJECT NO.

7. ISSUED BY CODE 7EAW	8. ADDRESS OFFER TO
USDA FOREST SERVICE PROCUREMENT OPERATIONS CONSTRUCTION AND A-E DIVISION, WEST	VIA EMAIL ONLY TANYA.TORRES@USDA.GOV

9. FOR INFORMATION CALL	a. NAME TANYA TORRES	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*

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)*

Solicitation: 127EAW26Q0035
Project Name: CNF Road Maintenance 2026
Cleveland National Forest, California
Set Aside: Total Small Business Set Aside
Disclosure of Magnitude of the Construction Project: Between $100,000 and $250,000.

IMPORTANT NOTES:

Please refer to the "Quote Submission Requirements" section on page 23 for detailed instructions on submitting your quote, including all required documents and information.

All Requests for Information (RFI's) shall be submitted to the Contracting Officer Tanya Torres no later than June 8, 2026, at 11:00 AM Pacific Time, see page 18 for additional information.

An organized site visit will not held. In no event shall failure to inspect the site constitute grounds for a claim after award.

11. The Contractor shall begin performance within 10 calendar days and complete it within 90 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 1 copies to perform the work required are due at the place specified in Item 8 by 1100 AM *(hour)* local time 06/18/2026 *(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. *See FAR 52.228-1 - Bid Guarantees*

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 60 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:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

ITEM 27

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 7EAW

USDA FOREST SERVICE
PROCUREMENT OPERATIONS
CONSTRUCTION AND A-E DIVISION, WEST

27. PAYMENT WILL BE MADE BY

CONTRACTORS MUST SUBMIT INVOICES THROUGH THE INVOICE PROCESSING PLATFORM (IPP), A SECURE WEBBASED, PAYMENT INFORMATION SYSTEM PROVIDED BY THE U.S. DEPARTMENT OF THE TREASURY'S FINANCIAL MANAGEMENT SERVICE AT: HTTPS://WWW.IPP.GOV

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return* 1 *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)*

TANYA I. TORRES

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

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Acquisition Description

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

Solicitation number 127EAW26Q0035 is issued as a Request for Quotation (RFQ) for CNF Road Maintenance 2026 at Cleveland National Forest, California.

This acquisition is set-aside for small business concerns. 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 237310 – Highway, Street, and Bridge Construction. The small business size standard is $45M. This acquisition is a Total Small Business Set-Aside. All responsible sources may submit a quotation which will be considered by the agency.

This document titled "Attachment 1 - Solicitation Terms and Conditions" encompasses details pertaining to applicable clauses, instructions, and evaluation criteria.

Statement of Requirement

The Forest requires routine maintenance on 13.59 miles of roadway to address erosion, restore surface integrity, and ensure proper drainage performance. Additionally, 2.56 miles of existing chip-seal roadway must be pulverized and reconstructed to return the segment to the appropriate maintenance standard.

See Attachment 2. Statement of Work for additional information

Disclosure of Project Magnitude
This information is provided for general guidance only and does not represent the Government's estimate. Between $100,000 and $250,000.

Schedule Of Items

The Contractor is required to complete the Schedule of Items, as detailed in Attachment 3, and submit it as part of their quotation package.

Technical Data

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

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 2. Statement of Work and Specifications
- Attachment 3. Schedule Of Items
- Attachment 4. Davis-Bacon Act WD CA20260001
- Attachment 5. Fire Plan
- Attachment 6. Specifications
- Attachment 7. National Core BMPs
- Attachment 8. FP24
- Attachment 9. Vicinity Map
- Attachment 10. Work Map
- Attachment 11. Contract Administration Data
- Attachment 12. RFI Form

Project Location

See solicitation attachment "2. 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 FAR 36.211 | USDA. 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 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)

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)
(o) FAR 52.246-21, Warranty of Construction is applicable to this contract.

52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)
52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.204-13 System for Award Management—Maintenance (Nov 2025)
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)
52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
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)
52.209-6 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)
52.219-6	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)
52.222-19	Child Labor—Cooperation with Authorities and Remedies (Nov 2025)
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)
52.223-23	Sustainable Products and Services
52.225-1	Buy American-Supplies (Nov 2025)
52.232-33	Payment by Electronic Funds Transfer— System for Award Management (Oct 2018)
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	Certificate of Eligibility (May 2014)
52.222-32	Construction Wage Rate Requirements-Price Adjustment (Actual Method) (Nov 2025)
52.222-90	Addressing DEI Discrimination by Federal Contractors (Apr 2026)
52.236-5	Material and Workmanship (July 2025)
52.222-30	Construction Wage Rate Requirements-Price Adjustment (None or Separately Specified Pricing Method (Aug 2018)
52.223-2	Reporting of Biobased Products under Service and Construction Contracts (Nov 2025)
52.225-9	Buy American-Construction Materials (Nov 2025) (b)(2) Foreign construction material excepted from the requirements of the Buy American statute: None
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)
52.228-14	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)
52.236-5	Material and Workmanship (JULY 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)
52.236-10	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)
52.236-17	Layout of Work (Jul 2025)
52.236-21	Specifications and Drawings for Construction (Jul 2025)
	☒ Alternate II (Apr 1984) of 52.236-21
52.242-14	Suspension of Work (Apr 1984)
52.248-3	Value Engineering (Oct 2025)
52.203-3	Gratuities (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (JUN 2020) Alternate I.
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 2020)
52.203-17	Contractor Employee Whistleblower Rights & Requirements to Inform Employees of Whistleblower Rights (NOV 2023)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014)
52.227-4	Patent Indemnity -- Construction Contracts (DEC 2007)
52.232-5	Payments under Fixed-Price Construction Contracts (MAY 2014)
52.232-17	Interest (MAY 2014)
52.232-23	Assignment of Claims (MAY 2014)
52.232-27	Prompt Payment for Construction Contracts (JAN 2017)
52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)
52.233-1	Disputes (SEP 2025)
52.242-13	Bankruptcy (JUL 1995)
52.247-34	F.O.B. Destination (Jan 1991)
52.253-1	Computer Generated Forms (JAN 1991)

AGAR Clauses

AGAR 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:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Non-binding Actions. Neither the Government nor any Government authorized end user is deemed to have consented to any term, condition, or clause by virtue of its inclusion in the supplier agreement or through the use of clickwrap, 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 (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)

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

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

(3) 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.

(4) 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)

452.232-71 Progress Payments for Commercial Construction Contracts (Dec 2025)

(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:

(5) Materials delivered on site and preparatory work;
(6) 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 shall include the following:

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

(d) *Contractor Certification.* Each request for progress payment shall be accompanied by the following certification:
I hereby certify, to the best of my knowledge and belief, that—
The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(1) 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;

(2) 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
(3) 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 shall 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 shall be paid within 30 days of submittal of a proper request for payment.

(g) *Liquidation of progress payments*. Progress payments shall 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 shall be clearly delineated in each request for progress payment submitted by the Contractor.

(h) *Security for progress payments.* In the event the Contractor fails to provide adequate security as required in this contract, no progress payment shall be made under this contract. Upon receipt of adequate security, progress payments shall 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 shall 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 shall 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 shall, on demand, repay to the Government the amount of unliquidated progress payments. The Government shall 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 shall-
    (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 shall 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 shall 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 shall-

(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 shall 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 shall 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 shall 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 shall, at the time of payment, become the sole property of the Government, but this shall 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 shall 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 shall 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 shall, 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 shall not apply to that portion of progress payments attributable to bond premiums.

(o) *Final payment*. The Government shall pay the amount due 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 shall 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 Information

Award Type
It is anticipated that a Firm Fixed Price 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 Contractor shall be 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 90 calendar days after NTP. The time stated for completion shall include final cleanup of the premises.

Organized Site Visit
(a) The Government will not conduct an organized site visit for this requirement. All roads are open to the public, and interested contractors are encouraged to visit the site independently at their convenience.

(b) It is the sole responsibility of the contractor to conduct a thorough site inspection and to familiarize themselves with all existing conditions. Contractors are expected to assess the project area in sufficient detail to prepare an accurate quote and to understand all conditions that may influence contract execution. Failure on the part of any offeror to inspect the site shall not constitute grounds for a claim, request for equitable adjustment, or any other basis for relief after contract award.

Requests For Information (RFI's)
Questions shall be submitted via email to *Tanya.Torres@usda.gov* and are due no later than *June 8, 2026, at 11:00 AM Pacific 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. No questions will be accepted after this date and time.

Quote Due Date
All quotes shall be emailed to the Contracting Officer (*Tanya.Torres@usda.gov)* no later than *June 18, 2026, at 11:00 AM Pacific Time.*

Quate 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.***

1. ***Technical Approach:***

The technical approach will evaluate the ability of the offeror to provide a sound, compliant approach offeror's ability to provide a sound and compliant approach that meets all requirements and shows a thorough understanding of them. It is the contractor's responsibility to ensure their quotation clearly demonstrates their capability to meet these requirements.

All offerors must provide the following minimum information and documentation with their quotations to be considered responsive and have their offers evaluated:

I. **Work Plan / Capability of the Offeror (NTE 5 pages):** The technical approach should be in as much detail as the offeror considers necessary to fully explain the proposed technical approach or method. The offeror shall compose a narrative detailing a response to the below questions / statements.

a. **Capability and Subcontracting Plan**: Provide a detailed explanation of your capability to execute the work outlined in the Statement of Work. This should include a comprehensive description of the specific tasks you intend to subcontract. Clearly articulate your technical approach for completing the project tasks to meet the Government's performance requirements. If subcontractors are part of your proposed team, describe their roles in the project and specify the percentage of work they will perform.
Note that a major subcontractor is defined as one performing over 25% of the total work.

b. **Additional Relevant Information**: The offeror shall include any other pertinent information that demonstrates a thorough understanding of the solicitation requirements and your technical capability to fulfill them. This may encompass methodologies, innovative solutions, or any unique competencies that enhance your ability to meet the Government's needs effectively.

c. **Site-Specific Safety Plan**: Develop and implement a comprehensive safety plan tailored to the specific site conditions. This plan should detail the safety protocols and procedures that will be adhered to in order to safeguard workers and the environment, ensuring compliance with applicable safety regulations and standards.

d. **Quality Control Plan**: Establish a robust quality control framework that outlines the measures and processes to be employed to ensure adherence to the

contract specifications and standards. This plan should include methodologies for monitoring, inspecting, and verifying the quality of work to maintain compliance and achieve the desired project outcomes.

e. **Material:** The contractor shall confirm understanding of all required materials for this project and verify that these materials will be available to support commencement of the project in the spring.

f. **License:** Offerors must hold an active and valid California contractor's license appropriate for the scope of this project. The required license shall be active at the time of quote submission and must remain active throughout the entire period of contract performance. Offerors shall include their license number and provide a copy of the active license with their quote. Failure to submit this information may result in the quote being deemed non-responsive. A verifiable reciprocal construction license from another state is acceptable.

II. Key Personnel (NTE 3 pages): The contractor must provide a summary of all key personnel proposed for the project, including their roles, qualifications, and relevant experience. This should identify the project manager, on-site superintendent, and any other essential team members. For each person, include their job title, years of experience, background, and specific expertise related to the project.

III. Performance Schedule (NTE 2 pages): The Contractor is required to submit a comprehensive performance schedule that outlines the planned sequencing of all work activities. This schedule must be presented in the form of a time-scaled Network Diagram, Critical Path Method (CPM) Schedule, or Gantt chart. It should clearly delineate the critical path and indicate the commencement and completion dates for the entire project within the stipulated contract period of performance.

The schedule must be detailed enough to show each segment of work, including its planned start and finish dates, and should be expressed in calendar days. It is imperative that the schedule is realistic, taking into account potential challenges and contingencies. The performance period must encompass all aspects of the work, including the advance ordering of long lead items, to ensure timely completion within the contract's requirements.

PAGE LIMITATIONS: Pages that exceed limitation will not be evaluated. A page is defined as one side of a sheet of paper. Do not use less than 10pt font. Pages will be evaluated in order received, any pages beyond the stated maximum will not be evaluated.

2. *Past Performance:*

Furnish a list of three (3) projects of similar magnitude completed by the firm within the last three (3) years. The list should include work similar in nature and complexity to that required by this solicitation. Include contracts with the Federal Government, agencies of state, local governments, and commercial customers. For each project cited, provide the following:

- Name and location of the project;
- Project Point of Contact's name, phone, email address;
- Total cost of the project;
- A brief narrative of the project (include size, i.e. acres, square feet; date of start, and completion or anticipated completion date).

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.

3. *Price:*

The offeror's quotation will be evaluated in accordance with FAR 12.204, to determine if it is fair and reasonable. The offeror shall provide pricing as requested by completing the Schedule Of Items in Attachment 3.

Evaluation Method

Quotations determined to be unreasonably high, unbalanced, or otherwise unrealistic in price may be deemed non-competitive. In such cases, the Government reserves the right to remove those quotations from further consideration and discontinue their technical evaluation.

All quotations will be evaluated to identify the offeror presenting the most technically advantageous solution based on the stated evaluation criteria. Once the highest technically rated offeror is identified, their price will be evaluated to determine whether it is fair and reasonable. Past performance will also be assessed to ensure it is acceptable or neutral.

Award will be made to the offeror whose quote is determined to be the highest technically rated, provided that:

1. The proposed price is fair and reasonable, and
2. Technical proposal is most advantageous to the Government
3. Past performance is assessed as acceptable or neutral.

Award will not necessarily be made to the lowest-priced offeror. Tradeoffs will not be conducted.

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 **60 calendar days** from the date specified for receipt of offers.

Offeror must have an active entity registration at https://www.sam.gov/ in order to submit a quote.

Quote Submission Requirements

All quote submissions shall include:

1. **Completed, Signed Offer SF1442 and Acknowledgment of Solicitation Amendment(s).**
   - Complete all required sections of the SF 1442, including Fill-ins, Blocks 14, 15, 16, 17, and 20a–c.
   - If amendment(s) are issued, acknowledge them by signing and completing the SF 30 or by completing Blocks 19 and 20a–c of the SF 1442.
   - The SF 1442 must be signed by an individual authorized to bind the firm.

2. **Attachment 3. Schedule of Items.**
   This solicitation requires submission of a quote on ALL ***items.*** Include unit pricing and totals for all bid items. ***Failure to do so may result in the quote being rejected without further consideration***. All pricing shall be rounded to the nearest cent and not more than two decimal places. Unit prices will govern any total errors unless otherwise determined by the Contracting Officer. *Complete fill ins Company Name, POC, E-mail, SAM UEI #, TAX ID #, POC Name, POC E-mail.*

3. **Technical Approach / Past Performance.**
   Please refer to the technical approach and past performance requirements outlined on pages 19 through 21.

4. **Bid Guarantees – See FAR clause 52.228-1:**
   Scanned copies of a fully executed Bid Guarantee (Standard Form 24) and the accompanying Power of Attorney shall be submitted with the quote. *If requested* by the Government, the original Bid Guarantee on Standard Form 24 and the original Power of Attorney shall be mailed in hardcopy to the address that will be provided. Ensure that the bid bond number is clearly indicated on the bond.

   Contractors electing to submit a cashier's check as the bid guarantee, in lieu of a Standard Form 24, shall provide the original cashier's check directly to the Contracting Officer. Photocopies, scanned images, or photographs are not acceptable and do not satisfy the bid guarantee requirement under FAR clause 52.228-1. The original cashier's check must be physically delivered to the Government at the location provided by the Contracting Officer prior to the quote due date; offerors shall email the Contracting Officer to obtain the mailing address. Failure to provide the original cashier's check in accordance with these instructions will render the quote non-responsive.

The four (4) documents identified under "Quote Submission Requirements" shall be submitted as four (4) separate files, each in either Microsoft Word or Adobe PDF format. Contractors are responsible for ensuring that all required documents are complete, accurate, and submitted as individual standalone files. It is the contractor's sole responsibility to verify successful delivery of all required documents to the Government by the date and time specified for receipt of quotes. Any missing, incomplete, improperly formatted, or late submissions may result in the quote being considered non-responsive and excluded from further consideration. *Contact the Contracting Officer by e-mail if you do not understand any part of these instructions.*

FAR Provisions

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)
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)
52.217-5 Evaluation of Options (Nov 2025)
52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2021)
52.223-4 Recovered Material Certification (May 2008)
52.225-2 Buy American Certificate (Oct 2022)
52.225-10 Notice of Buy American Requirement - Construction Materials (May 2014)
52.233-2 Service of Protest (Sep 2025)
52.222-5 Construction Wage Requirements, Secondary Site of the Work (Nov 2025)
52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (Jul 2025)
52.233-2 Service of Protest (Sep 2025)
52.228-1 Bid Guarantee (Sep 1996)

THRESHOLDS REQUIRED BONDING	REQUIRED BONDING
Individual Project amounts less than $35,000.00	No bid guarantee is required. No bonding is required.
Individual Project amounts between $35,000.00 and $150,000.00 Refer to FAR 52.228-13	No bid guarantee is required. Alternate Payment Protection is required: 100% Payment Bond on SF25A or 100% Deposit [authorized check/MO]
Individual Project amounts greater than $150,000.00 Refer to FAR 52.228-1 Refer to FAR 52.228-15	20% bid guarantee is required on SF24. 100% Payment Bond is required on SF25A. -AND 100% Performance Bond on SF25 is required.

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) 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.