12FPC126Q0010
Easement Restoration Services and Emergency Watershed Protection – Seedbed Preparation, Seeding, and Post Seed Clippings in South Dakota

Statement of Requirement
The U.S. Department of Agriculture Natural Resources Conservation Service has a requirement for Seedbed Preparation, Seeding, and Post Seeding Clippings in the state of South Dakota. The anticipated length of this Indefinite Delivery Indefinite Quantity (IDIQ) contract is five years, subject to Government needs and requirements, each task order issued under this IDIQ contract shall have its own specific period of performance.

List of Attachments:
Attachment 1_Performance Work Statement - 12FPC126Q0010
Attachment 2 - Pricing Schedule - 12FPC126Q0010
Attachment 3 - List of SCA Wage Determinations - 12FPC126Q0010
Attachment 4 - Seed Mixes 2018&Newer_V3R1 - 12FPC126Q0010
Attachment 5 – Additional Information - 12FPC126Q0010

Schedule of Items –
Please see attachment 2 – Pricing Schedule

Technical Data –

For a list of all technical data Please see:
Attachment 1 - Performance Work Statement
Attachment 4 - Seed Mixes 2018&Newer_V3R1

All Deliverables will be completed in accordance with the current versions of the following documents:

- Site specific Wetland Reserve Plan of Operations (WRPO)
- Agricultural Conservation Easement Program (ACEP) Manual, Subparts N, O, and P
- Standard Seed Mixes ("Seed Mixes 2018 and Newer Version 3.0.xlsx")
- Field Office Technical Guide SD, Section 4 – Practice Standards and Supporting Documents, Conservation Practice Standards & Support Documents, Herbaceous Weed Control (315)
- Field Office Technical Guide SD, Section 4 – Practice Standards and Supporting Documents, Conservation Practice Standards & Support Documents, Restoration and Management of Rare and Declining Habitats (643)
- Field Office Technical Guide SD, Section 1 – General Resource Reference, All Technical Notes, Range, i Range, Range Technical Note Number 4
- Field Office Technical Guide SD, Section 1 – General Resource Reference, All Technical Notes, b. Biology, Biology Technical Note Number 16
- Field Office Technical Guide SD, Section 2 – Natural and Cultural Resources Information, Statewide Soil and Site Information, 2. Rangeland…Interpretations, a. Ecological Site Description information.

Federal Acquisition Regulation (FAR) and United States Department of Agriculture Acquisition Regulation (AGAR) Clauses and Provisions
The clauses and provisions contained herein are applicable to any order awarded as a result of this solicitation. The terms and conditions set forth herein supersede all other terms and conditions.

Acceptance of the order in accordance with (IAW) FAR 12.201-1(b)(2) constitutes acceptance of all terms and conditions contained herein.

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

52.252-2 Clauses Incorporated by Reference Feb 1998

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

52.212-4 Terms and Conditions—Commercial Products and Commercial Services (Nov 2025)
☐ Alternate I (Nov 2025) of 52.212-4
52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)
52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.222-50 Combating Trafficking in Persons (Nov 2025)
☐ Alternate I (Nov 2025) of 52.222-50
52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
52.233-3 Protest After Award (Sep 2025)
52.233-4 Applicable Law for Breach of Contract Claim (Sep 2025)
52.240-91 Security Prohibitions and Exclusions (Nov 2025)
☐ Alternate I (Nov 2025) of 52.240-91
52.244-6 Subcontracts for Commercial Products and Commercial Services (Nov 2025)

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
☐ 52.203-13 Contractor Code of Business Ethics and Conduct (Nov 2021)
☐ 52.204-9 Personal Identity Verification of Contractor Personnel Jan 2011
☒ 52.204-13 System for Award Management—Maintenance (Nov 2025)
☐ 52.204-91 Contractor identification (Nov 2025)
☒ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2025)
☒ 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Sep 2025)
☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Sep 2025)

☐ 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Nov 2025)
☒ 52.219-6 Notice of Total Small Business Aside (Nov 2025)
☐ Alternate I (Mar 2020).
☒ 52.219-8 Utilization of Small Business Concerns (Nov 2025)
☒ 52.219-9 Small Business Subcontracting Plan (Nov 2025)
☐ Alternate III (Nov 2025) of 52.219-9.
☐ Alternate IV (Nov 2025) of 52.219-9
☒ 52.219-14 Limitations on Subcontracting (Nov 2025)
☒ 52.219-16 Liquidated Damages—Subcontracting Plan (Nov 2025)
☐ 52.219-33 Nonmanufacturer Rule (Nov 2025)
☒ 52.222-3 Convict Labor (June 2003)
☒ 52.222-19 Child Labor—Cooperation with Authorities and Remedies (Nov 2025)
☒ 52.222-35 Equal Opportunity for Veterans (Nov 2025)
☐ Alternate I (Jul 2014) of 52.222-35
☒ 52.222-36 Equal Opportunity for Workers with Disabilities (Nov 2025)
☐ Alternate I (Jul 2014) of 52.222-36
☒ 52.222-37 Employment Reports on Veterans (Nov 2025)
☒ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010
☒ 52.222-41 Service Contract Labor Standards (Aug 2018)
☐ 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

This Statement is for Information Only:
It is not a Wage Determination

Employee Class	Monetary Wage -- Fringe Benefits

☒ 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018)
☐ 52.222-44 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014)
☐ 52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014)
☐ 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (Nov 2025)
☒ 52.222-54 Employment Eligibility Verification (Nov 2025)
☒ 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)
☐ 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)

☐ Alternate I (May 2008) of 52.223-9

☐ 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Nov 2025)

☐ 52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Nov 2025)

☒ 52.223-23 Sustainable Products and Services

☐ 52.224-3 Privacy Training (Jan 2017)

☐ Alternate I (Jan 2017) of 52.224-3

☐ 52.225-1 Buy American-Supplies (Nov 2025)

☐ Alternate I (Oct 2022) of 52.225-1

☐ 52.225-3 Buy American--Free Trade Agreements--Israeli Trade Act (Nov 2025)

☐ Alternate II (Nov 2025) of 52.225-3.

☐ Alternate III (Nov 2025) of 52.225-3.

☐ Alternate IV (Oct 2022) of 52.225-3

☐ 52.225-5 Trade Agreements (Nov 2023)

☐ 52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission outside the United States (May 2020)

☐ 52.225-26 Contractors Performing Private Security Functions Outside the United States (Oct 2016)

☐ 52.226-4 Notice of Disaster or Emergency Area Set-Aside (Nov 2007)

☐ 52.226-5 Restrictions on Subcontracting Outside Disaster or Emergency Area (Aug 2025)

☐ 52.229-12 Tax on Certain Foreign Procurements

☐ 52.232-29 Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021)

☐ 52.232-30 Installment Payments for Commercial Products and Commercial Services (Nov 2021)

☒ 52.232-33 Payment by Electronic Funds Transfer— System for Award Management (Oct 2018)

☐ 52.232-34 Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013)

☐ 52.232-36 Payment by Third Party (Nov 2025)

☐ 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)

☐ 52.237-3 Continuity of Services (Jan 1991)

☐ 52.240-92 Security Requirements (Nov 2025)

☒ 52.240-93 Basic Safeguarding of Covered Contractor Information Systems (No 2025)

☐ 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2025)

☐ Alternate I (Apr 2023) of 52.247-64.

☐ Alternate II (Nov 2021) of 52.247-64

Other Applicable Clauses

52.216-18 Ordering (Aug 2020)

52.216-19 Delivery – Order Limitations (Oct 1995)
52.216-22 Indefinite Quantity (Nov 2025)
52.217-9 Option to Extend the Term of the Contract (Mar 2000)
(a) 30 Calendar days prior to contract expiration and 30 days
(c) five years.

52.222-90 Addressing DEI Discrimination by Federal Contractors.

Addressing DEI Discrimination by Federal Contractors
(a) *Definitions*. As used in this clause—

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:
(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

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)

Solicitation Information

Award Type

It is anticipated that a Firm Fixed Price IDIQ type Contract will be awarded as a result of this synopsis/solicitation. The Firm Fixed Price IDIQ is anticipated to consist of one (1) one-year base period and four (4) one-year option periods shall be awarded as a result of this synopsis/solicitation. The total duration of this contract shall not exceed five (5) years.

The Government reserves the right to make more than one award (multiple award IDIQ), if, after considering the additional administrative cost to the Government of awarding and administering separate IDIQs, it is determined that the multiple awards will result in the best value to the Government.

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 offeror shall present a sound, compliant approach that meets the requirements of the Performance Work Statement (PWS) and demonstrates a thorough understanding of those requirements. The proposal should include:

a. Provide a detailed technical approach/understanding showing the ability to understand the type and timing of chemical and mechanical seedbed preparation treatments, across multiple treatment periods to facilitate the PWS seedbed specification and subsequent seeding.

b. Provide a detailed approach to allocating equipment and labor resources completing all tasks on multiple job sites during the same seedbed preparation, seeding, and post seeding clipping windows while providing quality control and meeting performance periods. (e.g. how many jobs/task orders can you handle at the same time – demonstrating the resource capacity to perform the work). (Note: job schedules are negotiated at task order award time).

- *The Government will evaluate the offeror's detailed approach to allocating equipment, labor resources and ability to deploy crews within the specific performance windows.*

c. Provide a listing of all relevant major equipment on hand to complete the tasks. If your firm does not have capacity (e.g. labor and/or equipment) to perform certain tasks, then provide a detailed plan showing how you will partner with other firms/persons or subcontract certain tasks and specifically with whom.

- *The Government will evaluate the offeror's demonstrated ownership or long-term control of specialized equipment. Offerors who provide a fleet list with proof of immediate availability will be rated more favorably than those providing 'intent to lease' or third-party rental agreements.*

d. Key Personnel: Provide relevant qualifications, experience, and certifications/licenses (e.g. valid commercial applicator license, valid CDL, etc.) of all key personnel. Resumes must not exceed one page.

e. **Location:**
The Offeror must be physically located in South Dakota – Office and qualified employees need to be physically located in South Dakota

2. Price:

The offeror shall provide pricing as requested in Attachment 2 - Pricing Schedule 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. It will also be assessed in relation to the overall value of the proposed solution.

3. Past Performance:

The Offeror will provide at least two, but no more than five, examples (limited to 1-page descriptions) of similar size, scope, and complexity of upland/wetland restoration (seedbed prep, seeding, seed mix purchasing, post-seeding clipping) completed in the past five years in eastern South Dakota. Same or Similar work examples for USDA Program Participants through landowner agreements (e.g. NRCS and FSA conservation programs) is preferable but not required.

• Acceptable: The contractor provides at least two examples that show 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.

Evaluation Method:

This is a Comparative Evaluation. Award will be made to the offeror providing the Best Value to the Government. Unlike traditional pass/fail systems, the Government will perform a side-by-side assessment to identify the offeror that demonstrates the highest operational capacity and lowest performance risk.

Delivery Information

F.o.b. destination, is requested as the F.O.B. point for all deliverables.
If applicable, all offers will be considered F.O.B. Destination unless F.O.B. origin is specified AND estimated shipping costs are included. Offerors who specify F.O.B Origin will be considered non-responsive.

This requirement will consist of One Base Year (12 Calendar Months) and four one-year options. The Period of Performance (PoP) will begin in accordance with the fully executed contract award. It is anticipated that the PoP will begin day one of the contract awards.

Service Contract Labor Standards -

The Service Contract Labor Standards apply to any contracts awarded through this solicitation. Please see "Attachment 3 - List of SCA Wage Determinations" for a list of applicable SCA Wage Determinations.

Qualification Requirements

Please see Attachment 1 - Performance Work Statement for all qualification requirements.

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)

Questions

Questions shall be submitted via email to andrew.sawyer@usda.gov and kristina.baker@usda.gov and are due no later than June 25, 2026, at 12:00 PM Eastern Time. All questions must contain the solicitation name and number in the subject line, failure to include the solicitation name and number may result in your questions being unanswered. This timeline will ensure enough time to respond before the solicitation period ends.

Quote Submission

Responses to this RFQ shall be submitted via email to andrew.sawyer@usda.gov and kristina.baker@usda.gov and are due no later than July 2, 2026, at 12:00 PM Eastern Time. The offeror must include the solicitation name and number as the subject line of the email. Failure to include the solicitation name and number in the subject line could result in your quote being rejected.

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)
52.209-2 Prohibition on Contracting with Inverted Domestic Corporations - Representation (Sep 2025)
52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Sep 2025)
52.240-90 Security Prohibitions and Exclusions Representations and Certifications (Nov 2025)

The following provisions are applicable if checked:

☒ 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2024)
☒ 52.204-7 System for Award Management—Registration (Nov 2025)
☐ Alternate I (Nov 2025) to 52.204-7
☐ 52.204-90 Offeror Identification (Nov 2025)
☐ 52.207-6 Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts) (Aug 2024)
☐ 52.209-12 Certification Regarding Tax Matters (Oct 2025)
☐ 52.219-2 Equal Low Bids (Nov 2025)
☐ 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2021)

☐ 52.222-48 Exemption from Application of the Service Contract Labor Standards for Maintenance, Calibration, or Repair of Certain Equipment–Certification (Nov 2025)
☐ 52.222-52 Exemption from Application of the Service Contract Labor Standards for Certain Services-Certification (Nov 2025)
☐ 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (Oct 2020)
☐ 52.223-4 Recovered Material Certification (May 2008)
☐ 52.225-2 Buy American Certificate (Oct 2022)
☐ 52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate (Nov 2025)
☐ 52.225-6 Trade Agreements-Certificate (Feb 2021)
☐ 52.226-3 Disaster or Emergency Area Representation (Nov 2007)
☒ 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (Jul 2025)

Other Applicable FAR Provisions

52.217-5 Evaluation of Options (Nov 2025)
52.233-2 Service of Protest (Sep 2025)

AGAR Provisions

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

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

(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.