Enterprise Infrastructure and Critical Operations Support Services – 1232SA26Q1199

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 1232SA26Q1199 is issued as a Request for Quotation (RFQ) for Enterprise Infrastructure and Critical Operations Support Services.

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 518210 The small business size standard is $40.0 million This acquisition is a Total Small Business Set-Aside. All responsible sources may submit a quotation which will be considered by the agency.

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

Statement of Requirement

This requirement is for Enterprise Infrastructure and Critical Operations Support Services in accordance with the attached statement of work (Attachment 2).

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

Quotes are due no later than 1:00 pm Mountain Daylight Time on Wednesday, August 26, 2026. Quotes must be submitted electronically, e-mailed to frank.palmer@usda.gov; no faxed or hard copy quotes are allowed.

Responses must include a detailed description of the capability to perform the required Enterprise Infrastructure and Critical Operations Support Services, qualifications, and relevant experience. Quotes that merely offer to provide the services as described in the SOW will not receive further consideration for award.

The final day for question submission is 1:00 pm Mountain Daylight Time on Monday, August 17, 2026.

Schedule of Items

CLIN	Description	Estimated Quantity	Unit of Issue	Unit Cost	Total
0001	Enterprise Infrastructure and Critical Operations Support Services in accordance with the SOW	12	MO		

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

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

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

52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

52.212-4	Terms and Conditions—Commercial Products and Commercial Services (Nov 2025)
52.203-17	Contractor Employee Whistleblower Rights (Nov 2023)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.222-50	Combating Trafficking in Persons (Nov 2025)
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
52.233-3	Protest After Award (Sep 2025)
52.233-4	Applicable Law for Breach of Contract Claim (Sep 2025)
52.240-91	Security Prohibitions and Exclusions (Nov 2025)
52.244-6	Subcontracts for Commercial Products and Commercial Services (Nov 2025)
52.203-6	Restrictions on Subcontractor Sales to the Government (Jun 2020) with Alternate I (Nov 2021) of 52.203-6
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
52.204-13	System for Award Management—Maintenance (Nov 2025)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2025)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Sep 2025)
52.219-6	Notice of Total Small Business Aside (Nov 2025)
52.219-8	Utilization of Small Business Concerns (Nov 2025)
52.219-14	Limitations on Subcontracting (Nov 2025)
52.222-3	Convict Labor (June 2003)
52.222-35	Equal Opportunity for Veterans (Nov 2025)
52.222-36	Equal Opportunity for Workers with Disabilities (Nov 2025)
52.222-37	Employment Reports on Veterans (Nov 2025)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
52.222-54	Employment Eligibility Verification (Nov 2025)
52.222-62	Paid Sick Leave Under Executive Order 13706 (Jan 2022)

52.232-33 Payment by Electronic Funds Transfer— System for Award Management (Oct 2018)
52.222-41 Service Contract Labor Standards (Aug 2018)
52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)
52.222-90 Addressing DEI Discrimination by Federal Contractors (April 2026)
52.240-92 Security Requirements (Nov 2025)

AGAR Clauses

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

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

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

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

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

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

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

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

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

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

(End of Clause)

452.204–70 Modification for Contract Closeout (Nov 2025)

(a) If unliquidated funds in the amount of $1000 or less remain on the contract, the Contracting Officer (Contracting Officer) shall issue a unilateral modification for de-obligation. 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 de-obligation. The contractor will receive a copy of the modification and will be required to provide a signature. (The Contracting Officer may

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

(End of Clause)

452.204-71 Personal Identity Verification and Workforce Integrity of Contractor Employees (Apr 2026)
(a) Compliance with PIV Requirements. The contractor must comply with the personal identity verification (PIV) policies and procedures established by the United States Department of Agriculture (USDA) Directives 4620-002 series, Homeland Security Presidential Directive 12, and any implementing guidance issued by the Contracting Officer. The contractor must appoint a representative responsible for PIV compliance and must maintain a current list of employees eligible for a USDA LincPass or otherwise authorized to perform work under this contract.
(b) PIV Sponsor Availability. The PIV Sponsor for this contract is the designated Government point of contact identified in the contract, typically the COR unless otherwise specified. The Government will notify the contractor of any changes. The contractor remains responsible for meeting all PIV obligations regardless of changes in sponsor availability.
(c) Contractor Workforce Integrity and Accountability. The contractor is fully responsible for ensuring that all individuals performing under this contract are properly vetted, eligible for access, authorized to perform the work, and accurately represented. At a minimum, the contractor must implement lawful and effective internal controls to:

1. Verify the identity, work authorization, and qualifications of all personnel assigned;
2. Ensure only the individuals presented to USDA for PIV enrollment or identity verification perform work;
3. Detect and address indicators of identity fraud, unauthorized substitution, or other workforce integrity risks; and
4. Ensure continuous oversight of personnel, including remote workers, in accordance with any reporting requirements specified in the Contract.

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

1. Remove the employee immediately upon notice;
2. Provide a qualified replacement at no additional cost to the Government; and
3. Ensure continuity of operations so as not to impact mission requirements.
4. Failure to promptly remove or replace employees when directed may result in remedies including withholding payment, termination, or other actions authorized under this contract.

(e) Impact on Contractor Performance. Contractor compliance with this clause, including timely removal and replacement of personnel, adherence to PIV requirements, and maintenance of workforce integrity, is a material requirement of this contract. Incidents of identity discrepancies, failure to maintain an eligible workforce, submission of personnel who do not match verified identities, unauthorized substitutions, or

failure to comply with Government direction may result in termination and will be documented in the contractor's performance assessment and reflected in the Contractor Performance Assessment Reporting System (CPARS).
(f) Subcontractor Applicability. The contractor must include this clause in all subcontracts requiring routine unaccompanied physical access to a Federally controlled facility and/or routine unaccompanied access to a Federally controlled information system. The contractor is accountable for ensuring subcontractor compliance.
(g) No Government Direction of Hiring Practices. Nothing in this clause authorizes the Government to direct the contractor's internal hiring processes or require the disclosure of personal information beyond what is authorized by law, regulation, or contract terms. The contractor remains solely responsible for determining lawful methods to meet the requirements of this clause.

(End of Clause)

452.204-72 Use of Electronic Data Interchange (EDI) or Other Automation Technologies (Apr 2026)
(a) In the event that Electronic Data Interchange (EDI) functionality or other automation technologies such as Robotics Process Automation is utilized to facilitate electronic transactions between USDA and its contractors, it is the sole responsibility of the Contractor to ensure accuracy of the electronically transferred data. The Government's electronic system shall serve as the system of record for all data exchanged or retrieved.
(b) The Government shall not be liable to the Contractor for any delay or failure associated with EDI or other automation technologies. The Contractor's use of this service is at the Contractor's sole risk. For electronic or automated services provided by USDA to the contractor, the services are provided on an "as is" and "as available" basis. For electronic or automated services provided by the contractor that interact with the USDA electronic systems, the USDA is not responsible for any costs incurred by the contractor related to the development, test, or support of the services. The Contractor shall be responsible for all fees associated with EDI. The Contractor is responsible for the confidentiality and security of its systems, interfaces, interconnections, and any documents that the customer receives from The Government pursuant to the contract.
(c) The Government reserves the right to restrict, refuse, or cancel any participation in EDI services.

(End of clause)

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

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

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

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

Solicitation Information

Award Type

This is an anticipated firm-fixed price contract. The period of performance will be 9/30/2026 – 9/29/2027.

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

Evaluation and Basis for Award

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

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The Government may consider quotations that exceed minimum requirements and offer additional value or benefits, even if they are not the lowest priced. However, formal tradeoff procedures will not be conducted. The government will apply the following comparative evaluation process as the basis for award:

Assess the direct comparison of one quote with another using a uniform and fair approach to determine which quote provides the government with what it needs in accordance with the statement of work and RFQ.

Once one quotation is found acceptable, it is compared to the remaining ones, and the "best" one is chosen for the best value to the government.

The Government may rely on internal documentation including the Federal Awardee Performance and Integrity Information System (FAPIIS) Past Performance Information Retrieval System (PPIRS) and the contracting officer's knowledge of and previous experience with supply or service being acquired for determining Past Performance, if no record of past performance is found in FAPIIS or PPIRS, the contractor shall not receive a favorable or unfavorable rating, but shall receive a rating of neutral.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
(c) A written notice of award or acceptance of an offer, e-mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further

action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Evaluation Factors

The evaluation factors for this solicitation are as follows:

Factor 1: Technical Capabilities

Quoter must submit a technical quote to address, at a minimum, the following items:

1. Knowledge and Skill
    1. Provide a detailed description of knowledge, experience, and skill on how you would meet the requirements listed in the SOW. The quoter must demonstrate their knowledge and understanding of the required services identified in the SOW.

    Include only information relevant to this project and the contractor's quote only. Provide a narrative which addresses each item described above, at a minimum.

    Responses must include a detailed description of the capability to perform the required Enterprise Infrastructure Support Services. Quotes that merely offer to provide the services as described in the SOW will not receive further consideration for award.

Factor 2 - Relevant Experience

The Government will consider the extent to which the vendor demonstrates experience performing work similar in scope, size, and complexity to the requirements of this solicitation. Greater consideration will be given to vendors whose experience reflects a strong alignment with the Government's needs.

Factor 3 – Past Performance

Provide a list of at least three (3) projects similar in type, complexity, and magnitude completed within the last three (3) years. Include a brief narrative of the projects to show relevancy to the work described in the attached SOW. It is desirable, but not required, that references be other Federal Agencies.

Provide past performance references including, at a minimum, the following information:

1. Name of Project
2. Location of Project
3. Contract Number
4. Period of Performance
5. Total cost for Project
6. Name of Agency/Entity
7. Point of Contact for Agency/Entity (including phone numbers & email)
8. Complete and thorough description of services performed (to show specific relevancy to this project).

The Government will assess its confidence that the Quoter will successfully perform the work, by evaluating the Quoter's demonstrated experience from the list provided. Description should include specifics about the scope of projects completed. This information is requested to assist in evaluation of relevancy to this project in terms of type, complexity, and magnitude. and Local Governments or their agencies, and Commercial Customers. If an offeror has no relevant past performance history, the offeror must affirmatively state that it possesses no relevant past performance history.

The Government will evaluate the offeror's past performance to assess the degree of confidence that the offeror will successfully perform the required effort. The evaluation will consider recency, relevancy, and quality of past performance.

Recency: Past performance information must be from efforts performed within the last three (3) years from the date of solicitation issuance. More recent performance may be given greater weight.

Relevancy: The Government will assess how closely the offeror's past performance aligns with the scope, size, complexity, and type of work described in this solicitation. The Government will make an independent determination of relevancy of the data provided or obtained. Relevancy will be rated as:

· Very Relevant – Essentially the same scope and complexity.
· Relevant – Similar in scope and complexity.
· Somewhat Relevant – Some similarities in scope or complexity.
· Not Relevant – Little or no similarity.

Quality of Performance: The Government will evaluate the quality of the offeror's performance on prior contracts, including:

· Timeliness of performance
· Technical quality
· Cost control (if applicable)
· Business relations
· Customer satisfaction

Sources may include CPARS, past performance questionnaires, and other verifiable references. The Government reserves the right to limit or expand the number of references it decides to contact and to contact references other than those provided by the offeror.

Confidence Assessment: Based on the recency, relevancy, and quality of past performance, the Government will assign one of the following confidence ratings:

· High Confidence – Government has a high expectation of successful performance.
· Some Confidence – Government has a reasonable expectation of success.
· Low Confidence – Government has concerns about successful performance.
· Neutral Confidence – No relevant past performance available; no positive or negative inference will be made.

Factor 4 – Price

The quoter must indicate a price for each line item. The offeror's quotation will be evaluated in accordance with FAR 12.204, to determine if it is fair and reasonable. The government is not required to select the lowest priced, technically acceptable quote.

52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with

its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

52.212-1 Instructions to Offerors - Commercial Products and Commercial Services (Nov 2025)
This is a requirement to establish a Firm-fixed price purchase order for Enterprise Infrastructure and Critical Operations Support Services in accordance with the attached Statement of Work (SOW). The period of performance will be 12 months. This award shall be made on Best Value. Best Value means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement. In accordance with FAR 12.203 Evaluation, the Government will award a Firm-Fixed Price contract from this solicitation to the responsible quoter based on a comparative evaluation. Quoters are advised that a quotation may exceed the requirements, but the government is not requesting or accepting alternate quotes, each response must respond to the solicitation requirement, stated in this RFQ. The evaluation process is listed above in the evaluation and basis for award section of this solicitation. Please document the required technical expertise and knowledge required to successfully complete the requirements identified in the statement of work, relative experience, past performance, and complete a separate pricing schedule for each line item. Facsimile submissions are not authorized for this solicitation. This solicitation does not commit the Government to pay any costs for the preparation and submission of a quote in response to this Request for Quote. All technical questions or questions regarding the Statement of Work must be submitted by email only to frank.palmer@usda.gov. **The final day for question submission is 1:00 pm Mountain Daylight Time on Monday, August 17, 2026.** The Quoter must submit an electronic response to this solicitation via email to frank.palmer@usda.gov. The information provided must be concise, factual, and complete. The Quoter must offer the best pricing upfront and must submit one electronic response. The technical, relevant experience, pricing, and past performance responses must be sent electronically via email to frank.palmer@usda.gov and received no later than the closing date and time of this solicitation. As a result of this solicitation, the Government intends to establish a firm-fixed price order. Award of the contract resulting from this solicitation will be made to the responsible offeror, as defined by FAR 9.104-1, whose quote offers the Best Value to the Government.

(End of Provision)

52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)
52.240-90	Security Prohibitions and Exclusions Representations and Certifications (Nov 2025)
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2024)
52.204-7	System for Award Management—Registration (Nov 2025)
52.233-2	Service of Protest (Sep 2025)
52.237-1	Site Visits (Apr 1984)

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 33.104-4(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.