SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 12441926Q0033	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) INVITATION FOR BID ☐ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 06/03/2026	PAGE 1 OF PAGES 0

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 1172074	6. PROJECT NO.

7. ISSUED BY CODE 4419

USDA FOREST SERVICE
SPOC EAST
1400 INDEPENDENCE AVE SW MS-1138
WASHINGTON DC 20250-0001

8. ADDRESS OFFER TO

Nicholas Zane
nicholas.zane@usda.gov

9. FOR INFORMATION CALL	a. NAME NICHOLAS ZANE	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)* nicholas.zane@usda.gov

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)*

Oconaluftee Job Corps CCC - OCO Dining Hall Walk-in Freezer Replacement

502 Oconaluftee Job Corps Rd, Cherokee, NC 28719

*Payment Bond Required

Please see attached Drawings, Photos, Site Plans, Specifications, Schedule of Items (SOI), Sustainable Products Notice, and Wage Rate Determinations for details within the solicitation.

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 1700 *(hour)* local time 07/14/2026 *(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.

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 180 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:

Continued...

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

ITEM

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 4419

USDA FOREST SERVICE
SPOC EAST
1400 INDEPENDENCE AVE SW MS-1138
WASHINGTON DC 20250-0001

27. PAYMENT WILL BE MADE BY

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)*

IAN K. BARNES

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 90 Days After Notice to Proceed Delivery Location Code: 45LE USDA FOREST SERVICE OCONALUFTEE JOB CORPS CCC 502 OCONALUFTEE JOB CORPS ROAD CHEROKEE NC 28719 US Mark For: USDA FOREST SERVICE SPOC EAST 1400 INDEPENDENCE AVE SW MS-1138 WASHINGTON DC 20250-0001 FOB: Destination Period of Performance: 07/31/2026 to 10/30/2026				
0001	Replace Walk-in Freezer				

OCO Dining Hall Walk-in Freezer Replacement
12441926Q0033

Statement of Requirement:

Attachment 1 - OCO B9DH Walk In Freezer Drawings
Attachment 2 - OCO B9DH Walk In Freezer Photos
Attachment 3 - OCO B9DH Walk In Freezer Site Plan
Attachment 4 - OCO B9DH Walk In Freezer Specs

Schedule of Items:

Attachment 5 - OCO B9DH Walk In Freezer SOI

ITEM #	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
0001	Replace Walk-In Freezer	LS	1	$ -	$ -
				Grand Total	$ -

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

Attachment 1 - OCO B9DH Walk In Freezer Drawings
Attachment 2 - OCO B9DH Walk In Freezer Photos
Attachment 3 - OCO B9DH Walk In Freezer Site Plan
Attachment 4 - OCO B9DH Walk In Freezer Specs
Attachment 5 - OCO B9DH Walk In Freezer SOI
Attachment 6 - Sustainable Products
Attachment 7 - Wage Rate Determinations

Project Location

This project is located at the Oconaluftee Job Corps Civilian Conservation Center located 4.5 miles from Cherokee, North Carolina in Swain County. The address is 502 Oconaluftee Job Corps Rd, Cherokee, NC 28719. Driving instructions can be obtained from the Center by calling 573-222-3537.

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

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

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

(d) *Changes.* Changes will be handled in accordance with the following FAR clause(s):
☐ FAR 52.243-4, Changes (Nov 2025)
☒ FAR 52.243-5, Changes and Changed Conditions (Nov 2025)

52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)
52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.222-50 Combating Trafficking in Persons (Nov 2025)
☐ 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)

<u>The following clauses are applicable if checked:</u>

☐ 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)
☐ 52.222-90 Addressing DEI Discrimination by Federal Contractors (Apr 2026)

☐ 52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (Nov 2025)
☐ 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)
☐ 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 (Nov 2025)
☐ 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)
☐ 52.240-92 Security Requirements (Nov 2025)
☐ Alternate II (Nov 2025) of 52.240-92
☐ 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

<u>The Contractor shall comply with the following FAR Clauses for Commercial Construction.</u>

52.222-6 Construction Wage Rate Requirements
52.222-7 Withholding of Funds
52.222-8 Payrolls and Basic Records
52.222-9 Apprentices and Trainees
52.222-10 Compliance with Copeland Act Requirements
52.222-11 Subcontracts (Labor Standards)
52.222-12 Contract Termination-Debarment
52.222-14 Disputes Concerning Labor Standards
52.222-15 Certificate of Eligibility
52.236-5 Material and Workmanship

The following clauses are applicable when checked:

☐ 52.222-30 Construction Wage Rate Requirements-Price Adjustment (None or Separately Specified Pricing Method (Aug 2018)
☐ 52.222-31 Construction Wage Rate Requirements-Price Adjustment (Percentage Method) (Aug 2018)
☒ 52.222-32 Construction Wage Rate Requirements-Price Adjustment (Actual Method) (Nov 2025)
☐ 52.225-9 Buy American-Construction Materials (Nov 2025)
☐ Alternate I (Oct 2022) of 52.25-9
☐ 52.225-11 Notice of Buy American Requirement-Construction Materials under Trade Agreements (Nov 2025)
☐ Alternate I (Nov 2025) (of 52.225-11
☐ Alternate II (Oct 2022) of 52.225-11
☒ 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)
☒ 52.228-13 Alternative Payment Protections (Jul 2020)
☒ 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)
☒ 52.236-6 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)
☒ 52.336-10 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)
☐ Alternate I (Apr 1984) of 52.236-16
☒ 52.236-17 Layout of Work (Jul 2025)
☒ 52.236-21 Specifications and Drawings for Construction (Jul 2025)
☐ Alternate I (Apr 1984) of 52.236-21
☒ Alternate II (Apr 1984) of 52.236-21
☒ 52.242-14 Suspension of Work (Apr 1984)
☐ 52.248-3 Value Engineering (Oct 2025)
☐ Alternate I (Apr 1984) of 52.248-3

Other Applicable Clauses

52.247-34 F.O.B. Destination (Jan 1991)

AGAR Clauses

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

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

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

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

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

(c) The Contractor affirms that the above requirements are conditions of payment that go to the essence of the contract and are therefore material terms of the contract. Payments under the contract

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

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

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

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

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

452.204–70 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)

452.232-71 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:

(3) Materials delivered on site and preparatory work;
(4) 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:

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

(d) *Contractor Certification.* Each request for progress payment shall be accompanied by the following certification:

I hereby certify, to the best of my knowledge and belief, that—

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;
(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

_____(name)
_____(title)
_____(date)

(e) *Access for verification of payment entitlement.* To verify the Contractor's entitlement to progress payments under this contract, the Contractor 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 Contract will be awarded as a result of this synopsis/solicitation.

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

Period of Performance

The Contractor is required to commence work under this contract within 10 calendar days after the date the Contractor receives the Notice to Proceed (NTP) 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.

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 lowest price technically acceptable to the Government.

Evaluation Method

The Government will evaluate quotations based on the lowest price technically acceptable criteria. Only the lowest priced offer will be evaluated for Technical Acceptability. Should the lowest priced offer not receive an acceptable technical or past performance rating, the process will continue in order of lowest priced offer until the lowest price, technically acceptable offer with acceptable or neutral past performance is identified.

Award on Initial Responses: The government anticipates selecting the Lowest Priced Technically Acceptable Offeror from initial proposal, without engaging in exchanges with contractors. Therefore, the Offeror's initial proposal should contain the Offeror's best terms. After receipt of proposal, the Government will conduct an evaluation. However, during the evaluation process, the Government may, solely at its discretion, communicate with Offerors regarding proposal elements.

Factors are of equal importance.

The following evaluation factors will be used and performed using Lowest Priced Technically Acceptable for Factors 1 & 2 (see Table 1 below):

- **Factor 1: Technical Approach (Project Schedule)**
- **Factor 2: Demonstrated Prior Experience**
- **Factor 3: Price Schedule**

Technical Acceptability:

Technical Acceptability will be evaluated to receive an overall rating of "acceptable" or "unacceptable." This will be based on the 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.

Rating System:

The table below shows the ratings the Government will assign in its evaluation of quotes when evaluating Factors 1 & 2:

Table 1 - Technical Acceptable/Unacceptable Ratings	
Rating	**Description**
Acceptable	Proposal clearly meets the requirements of the solicitation.
Unacceptable	Proposal does not clearly meet the requirements of the solicitation.

Offerors must receive and a "Acceptable" rating for the Technical Acceptability factor in order to be considered for award.

Initially, the Government technical evaluation team will evaluate the technical proposals using ratings of "Acceptable," or "Unacceptable." Failure to meet all requirements may result in an offer being determined technically unacceptable.

Technical Approach (Project Schedule):

The Government will evaluate how the Offeror will:

- How the Offeror will execute the technical requirements described in the Specifications Labeled:
    - Attachment 1 - OCO B9DH Walk In Freezer Drawings
    - Attachment 2 - OCO B9DH Walk In Freezer Photos
    - Attachment 3 - OCO B9DH Walk In Freezer Site Plan
    - Attachment 4 - OCO B9DH Walk In Freezer Specs
    - Attachment 5 - OCO B9DH Walk In Freezer SOI
    - Attachment 6 - Sustainable Products
    - Attachment 7 - Wage Rate Determinations
- The way the Offeror proposes to plan, manage, control, and provide the required construction services and deliverables.
- How a comprehensive schedule includes all activities for its contractor necessary to accomplish a project's objectives as defined in the Specifications.

The Government will evaluate a project schedule based on the offeror's proposed critical path method.

1. Comprehensive, reflecting:
    - all activities as defined in the Specifications
    - the labor, materials, and overhead needed to do the work
    - how long each activity will take, allowing for discrete progress measurement with specific start and finish dates

2. Well-constructed, with:
    - all activities logically sequenced with predecessor and successor logic
    - critical path method scheduling that contains all the work represented in logically linked activities representation the execution plan
    - a critical path that determines which activities drive the project's earliest completion date
    - total float that accurately determines the schedule's flexibility

No discussions will be held, so any exceptions may cause the quotation to be found technically unacceptable.

Demonstrated Prior Experience:

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, or Offeror does not have a past performance record.

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

Price Schedule:

The offeror shall provide pricing as requested in the attached spreadsheet titled "Attachment 5 - OCO B9DH Walk In Freezer SOI" (Fill out Column E and the rest will self-populate). The offeror's quotation will be evaluated in accordance with FAR 12.204, to determine if it is fair and reasonable.

Delivery Information

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

The USDA requires delivery of all items before the Notice to Proceed (NTP) will be issued. Early deliveries will be accepted.

Shipping Instructions:
Items shall be shipped to the following address:
502 Oconaluftee Job Corps Rd, Cherokee, NC 28719

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

Period for acceptance of offers.

The Offeror agrees to hold the prices in its offer firm for **180 calendar days** from the date specified for receipt of offers.

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)

<u>The following provisions are applicable if checked:</u>

☐ 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)

<u>When checked, the Contractor shall comply with the following FAR Clauses for Commercial Construction.</u>

☒ 52.222-5 Construction Wage Requirements, Secondary Site of the Work (Nov 2025)
☐ 52.225-10 Notice of Buy American Requirement- Construction Materials (May 2014)
Alternate I (May 2014) of 52.225-10

☐ 52.225-12 Notice of Buy American Requirement-Construction Materials under Trade Agreements (May 2014)
Alternate I (May 2014) of 52.225-12
Alternate II (Nov 2023) of 52.225-12
☐ 52.228-1 Bid Guarantee (Sep 1996)

AGAR Provisions

AGAR 452.215-71 Instructions for the Preparation of Technical And Business Proposals (SEP 1999)

(a) General Instructions. Proposals submitted in response to this solicitation shall be furnished as specified below.

(1) The proposal must include a Plans/Technical Proposal containing Demonstrated Experience, and Business/Price Proposal. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. All documents shall be Microsoft Word, Microsoft Excel, or Adobe PDF.

(2) The Government will evaluate proposals in accordance with the evaluation criteria set forth in the Evaluation Method section above. Offeror must have an active entity registration at https://www.sam.gov/SAM/ in order to submit an offer.

In order to maximize efficiency and minimize the time for proposal evaluation, it is required that all Offerors submit their proposals in accordance with the format and content specified. All offerors must provide the following minimum information and documentation with their quotations to be considered responsive and have their offers evaluated:

Proposal Organization: The Offer or shall prepare the proposal as specified below:

Volume	Title	Copies	Page Limit
I	Factor 1: Technical Approach	1 - Electronic	Unlimited
	Factor 2: Demonstrated Prior Experience	1 - Electronic	5
II	Factor 3: Price Schedule (Excel) -Narrative -Price Proposal/Fill in SOI Attachment	1 - Electronic	Unlimited

- Page limitations given in the above chart are maximums.
- Pages exceeding the limitations will not be read or considered in the evaluation.
- Each side of an 8.5 X 11-inch page with printed text will count as one page.
- Each side of an 11 X 17-inch page with printed text will count as two pages.
- Font size shall be no less than 12-point, Times New Roman, except for lettering within tables, charts, graphics, and figures.
- Font size for lettering within tables, charts, graphics, and figures shall be no less than 8-point. A font other than Times New Roman may be used. A single table, chart, graphic, or figure may not cover 60% of the page, and shall be used for illustrative purposes only and not used in lieu of main proposal text.

- All four sides of each page shall have 1-inch margins (proprietary statements, security markings, and page numbers may be in the margin).
- All pages are counted except for the following:
    - Cover Pages
    - Tables of Contents
    - List of Acronyms/Abbreviations
    - Glossaries
    - Lists of Figures, Tables, or Drawings
    - Tabs and Dividers
    - Blank Pages

(b) Technical Proposal Instructions

The technical proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the Government. Therefore, the technical proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed description of techniques, procedures and program for achieving the objectives of the specifications/statement of work. At a minimum the technical proposal should clearly address the following:

Volume I. Technical Approach (Project Schedule)/Demonstrated Prior Experience

Factor 1. Technical Approach (Project Schedule)

The schedule shall realistically reflect how long each activity will take and be planned so that critical project dates can be met. To do this, activities need to be logically sequenced-that is, listed in the order in which they are to be carried out.

Date constraints and lags should be minimized and justified to help ensure that the interdependence of activities that collectively lead to the completion of events can be established and used to guide work and measure progress. The schedule shall reflect the resources (labor, materials, overhead) needed to do the work, whether they will be available when needed, and any time constraints.

The schedule shall identify the project critical path-the path of longest duration through the sequence of activities. In addition, the schedule shall identify reasonable float (or slack)- the amount of time by which a predecessor activity can slip before the delay affects the project's estimated finish date- so that the schedule's flexibility can be determined. The amount of detail shall be sufficient to identify the longest path of activities through the entire project.

Describe the Offeror's proposed technical approach for completing the project tasks for satisfying the Government's performance requirements identified in the Plans/Technical Requirements. Also, identify the tasks to be completed by sub-contractors, and provide their company names. Provide technical capabilities narrative of the proposed their subcontractors.

Offeror shall also include any other relevant information necessary to demonstrate an understanding of, or technical capability to complete, the requirements written in this solicitation.

Factor 2. Demonstrated Prior Experience

Offerors shall provide relevant Experience and provide a list of similar projects completed by your firm over the past five years. Include a brief description of the project, dollar amount, year completed, and project owner contact information (name, phone, and email). The government may use past performance information from any available source. If a company does not have past performance information available, information may be provided for predecessor companies, key personnel, or subcontractors. Offerors must provide a minimum of three (3) recent and relevant projects performed in the last 5 years from the date of issuance of this solicitation and demonstrate a minimum of one (1) year experience.

The Offeror shall provide sufficient information for the Government to evaluate its minimum requirement, regarding the Offeror's demonstrated prior experience it aligns to the requirements of the Specifications, and the RFQ.

<u>Volume II. Price Schedule</u>

Factor 3. Price Schedule

Price Narrative, Price Proposal, and Backup Instruction.

The Offeror shall:

- All price information shall be addressed ONLY in the Price Schedule Volume (Volume II).
- Complete all Excel Tabs (eg…Summary, Master Data, Water, Sewer, Lift Stations, Electrical, Campground Base Bid, Paving & Earthwork, Restrooms, RV Sanitary Dum Station, and Campground Optional Items)
- Submit price that is consistent with the offeror's proposal outlined in Volume I Technical Approach (Project Schedule)/Demonstrated Prior Experience and defined requirements of the Specifications.
- Backup Instructions should include enough information for the Government to determine price reasonableness.
- Price shall be submitted the Attachment 5 - OCO B9DH Walk In Freezer SOI in Excel with formulas unlocked
- A proposed Progress Payment schedule, if applicable.
- If subcontractors are used, the prime contractor shall provide subcontractor's proposed prices and the prime contractor has the principal responsibility for ensuring the proposed subcontracting prices/costs are fair and reasonable. The results of the prime contractor's analysis of proposed subcontracting prices/costs, along with basis and rationale for its determination of the fairness and reasonable of subcontracting prices/costs, must be included in the prime contractor's proposal.

(c) Business/Price Proposal Instructions

The following information is required:

i) Attachment 5 - OCO B9DH Walk In Freezer SOI (Fill in Column E and the rest will self-populate) - All blocks must be completed by the offeror. All Items must be priced.

ii) Volume I. Technical Approach (Project Schedule)/Demonstrated Prior Experience

iii) Volume II. Price Schedule

(d) Contact the Contracting Specialist Nicholas Zane at nicholas.zane@usda.gov if you do not understand any part of these instructions.

AGAR 452.237-71 Pre-Bid Conference (FEB 1988)

(a) The Government is planning a pre-proposal conference (site visit), during which potential offerors may obtain a better understanding of the work required.

(b) Offerors are encouraged to submit all questions in writing at least two (2) days prior to the conference. Questions will be considered at any time prior to or during the conference; however, offerors will be asked to confirm verbal questions in writing.

(c) In order to facilitate conference preparations, contractors must RSVP with the number of attendees no later than 48 hours prior to the start of the site visit. RSVPs must be sent to Rebecca Ensley at Rebecca.Ensley@usda.gov or (828) 497-8037, and CC Nicholas Zane at nicholas.zane@usda.gov.

(d) The Government assumes no responsibility for any expense incurred by an offeror prior to contract award.

(e) Offerors are cautioned that, notwithstanding any remarks or clarifications given at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the offeror to seek clarification prior to submitting an offer.

(f) The conferences will be held at the following locations for the corresponding line items and Forests listed in the Schedule of Items:

POC: Rebecca Ensley
Date: Thursday, June 18th
Time: 0900 (9:00AM) EST
Location: 502 Oconaluftee Job Corps Rd, Cherokee, NC 28719

(End of Provision)

Questions shall be submitted via email to Angela Rose at angela.rose@usda.gov or Nicholas Zane at nicholas.zane@usda.gov and are due no later than 09 Jul, 2026, at 1700 EST. 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. Questions after this time will not be considered.

Offers submitted in response to this solicitation shall include all items listed in AGAR 452.215-71 (c) listed above. Submit offer by email to nicholas.zane@usda.gov so that it is delivered into this inbox by 14 Jul 2026 at 1700 EST. Offerors will submit all questions in writing by 09 Jul 2026 at 1700 EST. An abstract of the questions and answers, and a list of conference attendees, will be disseminated when appropriate.

Be aware that large attachments may increase the time required to deliver an email. It is the offerors responsibility to confirm receipt of the offer from Nicholas Zane.

The Government will award a single Purchase Order, resulting from this solicitation to the responsible Offeror, whose proposal conforms to the solicitation, using Lowest Priced Technically Acceptable criteria. Offerors will be ranked by proposed price. The Offeror's Technical Proposal will be used to determine acceptability. Offerors who submit a Technical Proposal deemed "Unacceptable" will be ineligible for award. To be considered responsive and considered for an award, the offeror must have an ACTIVE account in the System for Award Management (SAM.Gov) at the time proposals are due.

The Government may reject any proposal that is evaluated to be non-responsive with the solicitation requirements, unreasonably high or low in price, or reflects a failure to comprehend the complexity and risks of the work to be performed.

The use of this fair opportunity process does not obligate the government to determine a competitive range, conduct discussions with any contractors, solicit proposals or revisions thereto, or use any other source selection techniques associated with subpart 15.3.

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.