SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 1240LT26Q0086	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) INVITATION FOR BID ☐ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 05/29/2026	PAGE 1 OF PAGES 23

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 1170251	6. PROJECT NO.

7. ISSUED BY CODE 40LT	8. ADDRESS OFFER TO
USDA-FS CSA INTERMOUNTAIN 8 324 25TH ST OGDEN UT 84401-2310	See Block 7

9. FOR INFORMATION CALL	a. NAME LUCAS DAHLMAN	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)* 612-336-3431

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)*

POC: Lucas Dahlman/Contracting Officer Email: lucas.dahlman@usda.gov

The contractor shall provide all tools, equipment, materials, and personnel necessary to develop the site including excavation and embankment, drainage and dewatering, and crushing and stockpiling aggregate materials as specified in the Plans and Drawings, Forest Service Supplemental Specifications (FSSS), schedule of Items and the Statement of Work.

NAICS Code - 212319 - Other Crushed & Broken Stone Mining
Size Standard: 550 EMP
PSC Code: 5610 - Mineral Construction Materials Bulk
This is a 100% Small Business Set Aside

Questions are due Tuesday June 23rd, 2026 at 1100 a.m. MT
Proposals are due Monday July 6th, 2026 at 1100 a.m. MT

A site visit will be conducted on Wednesday June 17th, 2026 at 1000 a.m. MT. See Solicitation below for Details

11. The Contractor shall begin performance within 10 calendar days and complete it within 449 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 1000 *(hour)* local time 07/06/2026 *(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 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected .

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*

15. TELEPHONE NO. *(Include area code)*

16. REMITTANCE ADDRESS *(Include only if different than item 14.)*

CODE FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in item 13d. Failure to insert any number means the offeror accepts the minimum in item 13d.)*

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

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 40LT

USDA-FS CSA INTERMOUNTAIN 8
324 25TH ST
OGDEN UT 84401-2310

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)*
LUCAS J. DAHLMAN

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)
	Attachments: Attach 1 - C5_SOW Attach 2 - C5_SOI Attach 3 - C5_Pit Development DWG 01 Attach 4 - C5_Pit Development DWG 02 Attach 5 - C5_Belt Conveyor Scale Sys Attach 6 - C5_FSSS Attach 7 - C5_Sustainable products Attach 8 - C5_WD20260002 Delivery: 11/05/2027 Delivery Location Code: 82MK GRAND MESA UNCOMPAHGRE GUNNISON 2250 S MAIN ST DELTA CO 81416-2414 US Period of Performance: 08/05/2026 to 11/05/2027				
0001	Pit Development and Rock Crushing per the Statement of Work and applicable drawings.	1	LS		

Anderson Gravel Pit
1240LT26Q0086

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. Quotations are being requested and a separate written solicitation will not be issued.

Solicitation number 1240LT26Q0086 is issued as a Request for Quotation (RFQ) for the Excavation and Embankment, Drainage and Dewatering, and Crushing of aggregate per the Statement of Work, Drawings, FSS, and applicable regulations.

Bid Bond/Offer Guarantee (FAR 52.228-1): A bid bond/offer guarantee shall be submitted at time of offer on a Standard Form 24 (SF24), Failure to provide the bid bond will render the offer non-responsive, resulting in its rejection. The required guarantee amount is 20% of the total offer price, not to exceed a maximum of $3 million.

Performance & Payment Bonds (FAR 52.228-15): Submission of **100% Payment and Performance Bonds** are required.

Bonds are due no later than **10 calendar days** after award and must be submitted to the **Contracting Officer, Lucas Dahlman at Lucas.Dahlman@usda.gov** before work begins.

The **Performance Bond** must be submitted using the mandatory **Standard Form (SF) 25**, and the **Payment Bond** must be submitted using the mandatory **Standard Form (SF) 25A**. **Please note that no substitute forms will be accepted**.

Schedule of Items – See Attach 2 – C5_SOI for Details.

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

Solicitation Attachments

- Attach 1 – SOW
- Attach 2 – SOI
- Attach 3 – Pit Development DWG 01
- Attach 4 – Pit Development DWG 02
- Attach 5 – Belt Conveyor Scale Sys
- Attach 6 – FSSS
- Attach 7 – Sustainable Products
- Attach 8 - WD 20260002

Project Location
Project location is at Latitude = 39.030713°and Longitude = -108.111150° listed within Attach 1 – SOW

Anderson Gravel Pit
1240LT26Q0086

Definitization of Equitable Adjustments for Change Orders -
Pursuant to FAR 36.101-4(b), information regarding USDA's definitization of equitable adjustments for change orders under construction contracts may be found at https://www.usda.gov/about-usda/general-information/staff-offices/departmental-administration/office-contracting-and-procurement-ocp/policies-regulations under "Federal Acquisition Regulation 36.101-4". USDA's procedures that apply to the definitization of equitable adjustments for change orders under construction contracts may be found in AGAR 443.304 -70.

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

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

52.252-2 Clauses Incorporated by Reference Feb 1998
This solicitation incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also the full text of the clause may be accessed electronically at Internet address https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

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

Anderson Gravel Pit
1240LT26Q0086

52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
52.233-3 Protest After Award (Sep 2025)
52.233-4 Applicable Law for Breach of Contract Claim (Sep 2025)
52.240-91 Security Prohibitions and Exclusions (Nov 2025)
☐ Alternate I (Nov 2025) of 52.240-91
52.244-6 Subcontracts for Commercial Products and Commercial Services (Nov 2025)

The following clauses are applicable if checked:.

☒ 52.203-6 Restrictions on Subcontractor Sales to the Government (Jun 2020) with Alternate I (Nov 2021) of 52.203-6
☐ 52.203-13 Contractor Code of Business Ethics and Conduct (Nov 2021)
☐ 52.204-9 Personal Identity Verification of Contractor Personnel Jan 2011
☒ 52.204-13 System for Award Management—Maintenance (Nov 2025)
☐ 52.204-91 Contractor identification (Nov 2025)
☒ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2025)
☒ 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Sep 2025)
☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Sep 2025)
☐ 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Nov 2025)
☒ 52.219-6 Notice of Total Small Business Aside (Nov 2025)
☐ Alternate I (Mar 2020).
☒ 52.219-8 Utilization of Small Business Concerns (Nov 2025)
☐ 52.219-9 Small Business Subcontracting Plan (Nov 2025)
☐ Alternate III (Nov 2025) of 52.219-9.
☐ Alternate IV (Nov 2025) of 52.219-9
☒ 52.219-14 Limitations on Subcontracting (Nov 2025)
☐ 52.219-16 Liquidated Damages—Subcontracting Plan (Nov 2025)
☐ 52.219-33 Nonmanufacturer Rule (Nov 2025)
☒ 52.222-3 Convict Labor (June 2003)
☒ 52.222-19 Child Labor—Cooperation with Authorities and Remedies (Nov 2025)
☒ 52.222-35 Equal Opportunity for Veterans (Nov 2025)
☐ Alternate I (Jul 2014) of 52.222-35
☒ 52.222-36 Equal Opportunity for Workers with Disabilities (Nov 2025)
☐ Alternate I (Jul 2014) of 52.222-36
☒ 52.222-37 Employment Reports on Veterans (Nov 2025)
☒ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
☐ 52.222-41 Service Contract Labor Standards (Aug 2018)

Anderson Gravel Pit
1240LT26Q0086

☐ 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)

Anderson Gravel Pit
1240LT26Q0086

☐ 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
52.246-21 Warranty of Construction

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)
☒ 52.236-10 Operations and Storage Areas (Jul 2025)
☒ 52.236-11 Use and Possession Prior to Completion (Jul 2025)
☒ 52.236-12 Cleaning Up (Jul 2025)
☒ 52.236-13 Accident Prevention (Jul 2025)
☐ Alternate I (Nov 1991) of 52.236-13
☒ 52.236-14 Availability and Use of Utility Services (Jul 2025)
☒ 52.236-15 Schedules for Construction Contracts (Jul 2025)
☒ 52.236-16 Quantity Surveys (Jul 2025)
☐ 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

Anderson Gravel Pit
1240LT26Q0086

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

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

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

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

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

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

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

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

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

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

452.204–70 Modification for Contract Closeout (Nov 2025)

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

(End of Clause)

452.232-71 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 and the entire work ready for use not later than 449 calendar days after NTP. The time stated for completion shall include final cleanup of the premises.

Organized Site Visit
June 17th, 2026
10:00 AM Mountain Daylight Time (MDT)
Anderson Gravel Pit Crushing
Project location: Latitude = 39.030713° Longitude = -108.111150° (Also listed in SOW).

Directions to Site Visit: Travel directions (from the drawings) - From the USDA Forest Service, Grand Mesa, Uncompahgre, and Gunnison (GMUG) National Forest (NF) supervisors office at 2250 South Main, Delta, Colorado. Drive northwest on highway 50 for 2.3 miles to the intersection with Highway 92. Turn east onto Highway 92. Drive east for 3.8 miles on highway 92 to the intersection with highway 65. Turn north onto Highway 65. Drive 26.8 miles on Highway 65 to the intersection of Baron Lake Drive and National Forest System Road (NFSR) 121 Trickel Park. Continue north on Highway 65 for 4.6 miles to the intersection of NFSR 100 lands end road. Turn south onto lands end road. Drive 1.5 miles south southwest to the intersection with NFSR 105 Anderson reservoirs road. Turn north on NFSR 105 Anderson reservoirs road. Continue 1.6 miles to the intersection of NFSR 108 Carson Lake road. Continue on NFSR 105 Anderson reservoirs road for an additional 0.3 miles. Turn south onto an unmarked road. The road ends at the Anderson Gravel pit. Latitude 39.030713°, longitude -108.111150°

Anderson Gravel Pit
1240LT26Q0086

Point of Contact for Site Visit Only – Notify below of attendance via email:
Contracting Officer Representative: Christopher Phelps
Email: christopher.phelps@usda.gov
Office 970-874-6716
Cell 970-462-2117

Contracting Officer: Lucas Dahlman
Email: Lucas.Dahlman@usda.gov

(a) The Government is planning a site visit, during which offerors may obtain a better understanding of the work required. **The site visit is not mandatory but is highly encouraged.**

(b) Offerors are encouraged to submit all questions at time of site visit to the Contracting Officer Representative (COR). Offerors will be asked to confirm verbal questions in writing. Subsequent to the site visit, an amendment to the solicitation containing an abstract of the questions and answers will be disseminated on **SAM.gov**.

Reasoning for Pre-Bid Site Visit:

- To allow potential offerors the opportunity become familiarized with the general site conditions listed at the site above.
- To allow potential offerors the opportunity to ask questions regarding the plans and specifications.

Prospective offerors will have the opportunity to ask the administration staff questions at the project site listed above, then the meeting will proceed to the project area for site-specific questions. **Potential offerors are expected to provide their own transportation, The Government assumes no responsibility for any expense incurred by an offeror prior to contract award.**

Evaluation and Basis for Award

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

(a) The Government intends to evaluate quotations using a **comparative evaluation** methodology. This means quotations will be compared against one another to determine which provides the **best value** to the Government, based on the evaluation factors outlined in this solicitation.
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 trade-off** procedures **will not** be conducted

Anderson Gravel Pit
1240LT26Q0086

Evaluation Factors
The Government will evaluate the content of the offeror's submitted offer to assess reasonableness of the contractor's Technical Approach and Past Performance for which a confidence rating will be assigned to the offeror's capability to perform the required work. The following factors will be considered.

Factor 1 - Technical Approach:
The technical approach will evaluate the ability of the offeror to provide a sound, compliant, approach that meets all requirements and shows a thorough understanding of the work. It is the contractor's responsibility to ensure that their quotation clearly demonstrates their capability to meet the requirement. All offerors must provide the following, minimum, information and documentation with their quotations to be considered responsive and have their offers evaluated:

- A detailed 2- 4-page explanation of the offeror's approach to complete the project in accordance with the Statement of Work (SOW), Drawings and Specifications; to include the delivery requirements. A simple statement of capabilities **will not** suffice. The offeror must address how it will accomplish the requirements of the SOW addressing key tasks and demonstrating a thorough understanding of the project.

- Offerors **shall** include a Construction Schedule (such as a Gantt Chart) illustrating the project's schedule for the work to be completed and key tasks all within the estimated Period of Performance for this contract.

Confidence Assessment: Based on the offeror's technical approach along with the recency, relevancy, and the 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 2 - Past Performance:
The offeror shall briefly describe, in **no more than 3 pages (8 ½ x 11 inches)**, previous contract experience (either as a prime or subcontractor) completed within the last **5 years** that is similar in scope and complexity to work listed in the Statement of Work (SOW), especially for federal, state, local government(s) or commercial customers. Highlight actual work performed by your company for each project and how it relates to the project in question; quality of work; timeliness of performance; contract management including paperwork processing and quality control effectiveness; customer satisfaction; cost control; oversight of project resources including subcontractors and suppliers; and compliance with contract requirements, regulatory, labor, and safety standards as it relates to each project.

For each project, the contractor shall provide a Reference List with the following:

- CPARS Reviews (if federal), Customer Reviews, or any other relevant recommendations,
- Contract Number (if federal),

- Location of the project,
- Description of work performed,
- Size of the project (include the dollar value of the project),
- Key personnel and major subcontractors utilized,
- Customer contacts **(must provide telephone numbers and emails**),
- Quality of service/customer satisfaction/business relationships with customers,
- If problems were encountered, describe them and any corrective actions taken to prevent a recurrence.

Offerors without relevant past performance will not be rated favorably or unfavorably but will receive a Neutral rating.

Past Performance will be evaluated using the following rating system:

- **Acceptable:** The contractor shows a demonstrated ability to meet contract requirements in prior or current contracts, including quality of work, timeliness, cost control, business relations, and adherence to contract terms.
- **Neutral:** Offeror does not have a past performance record.
- **Unacceptable:** The contractor has a documented history of failing to meet contract requirements, including poor quality, missed deadlines, cost overruns, lack of responsiveness, or unethical behavior.

Factor 3 - Price:
The offeror shall provide pricing as requested below and in the attached spreadsheet titled "**Attachment 2 – C5_SOI**".

- **Schedule of Items** - All items shall be priced and submitted on the **Excel Spreadsheet provided**, **Attach 2 – C5_SOI. Do not submit pricing in Adobe format.**

- All individual line-item pricing provided **shall be rounded up to the nearest whole dollar**, **do not include cents**, the total pricing should equate to the individual line-item amounts.

- Ensure the name of the company and the UEI number is added to the top of the Schedule of Items **(Vendor name and UEI block highlighted in yellow)**.

Total price evaluation will be for each base period. Failure to propose pricing for the base items on individual line items may result in a quotation being excluded from further consideration. The offeror's quotation will be evaluated in accordance with FAR 12.204, to determine if it is fair and reasonable.

(b) Notice of award. A written notice of award or acceptance of an offer 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.
(End of provision)

52.252-1 Solicitation Provisions Incorporated by Reference Feb 1998
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52

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

FAR 52.212-1 is amended as follows:

Period for acceptance of offers.
The Offeror agrees to hold the prices in its offer firm for **60 calendar days** from the date specified for receipt of offers.

1. **QUESTIONS DUE:** Questions shall be submitted to **via email to the Contracting Officer, Lucas Dahlman at Lucas.Dahlman@usda.com.** Questions are due no later than **June 23, 2026, at 10:00 A.M. Mountain Time(CT).** 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.**

2. **QUOTES DUE:** Please submit your quote no later than **July 6th , 2026, at 10:00 A.M. Mountain Time (CT). Quotes submitted past the date and time above will be considered late and will not be accepted.** Submit the following documents below with your quote.

    1. Technical Approach documentation
    2. Past Performance documentation
    3. Pricing documentation – Use the Schedule of Items **(Attach 2) Excel Spreadsheet** to input pricing for the Base Items)
    4. Bid Guarantee

Email addresses for submission of quote: Lucas Dahlman, Contracting Officer, at lucas.dahlman@usda.gov.

Anderson Gravel Pit
1240LT26Q0086

In the submission of your quote, include in the email's subject line: Solicitation 1240LT26Q0086 Anderson Gravel Pit within Mesa County, Colorado.

Quotes shall be no more than **10 pages, NOT including the Schedule of Items.** Offerors shall use Times New Roman Font 12 on 8 x 11 size paper. Documentation submitted for the Bid Guarantee **will not** be included in the 10-page document criterion.

3. **ACKNOWLEDGEMENT OF AMENDMENTS TO THE SOLICITATION:** Offerors **shall** acknowledge all amendments in Block 19 of the SF-1442, at the time of offer, failure to do so will result in the rejection of your offer.

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

The following provisions are applicable if checked:

☒ 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2024)
☒ 52.204-7 System for Award Management—Registration (Nov 2025)
☐ Alternate I (Nov 2025) to 52.204-7
☐ 52.204-90 Offeror Identification (Nov 2025)
☐ 52.207-6 Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts) (Aug 2024)
☐ 52.209-12 Certification Regarding Tax Matters (Oct 2025)
☐ 52.219-2 Equal Low Bids (Nov 2025)
☒ 52.222-5 Construction Wage Requirements, Secondary Site of the Work (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)

Anderson Gravel Pit
1240LT26Q0086

☒ 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
☐ 52.226-3 Disaster or Emergency Area Representation (Nov 2007)
☒ 52.228-1 Bid Guarantee (Sep 1996)
☒ 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (Jul 2025)

Other Applicable FAR Provisions
52.233-2 Service of Protest (Sep 2025)

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

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

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

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

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

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

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

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

NOTICE FOR FILING AGENCY PROTESTS
United States Department of Agriculture (USDA) Ombudsman Program

The USDA is committed to issuing solicitations and awarding contracts in a fair and prompt manner. The Ombudsman Program for Agency Protests (OPAP) was established to address protest issues within the agency, providing an alternative to costly and time-consuming litigation. Operating independently, OPAP offers relief comparable to that granted by the Government Accountability Office (GAO). Interested parties are encouraged to resolve concerns through USDA's internal Alternative Dispute Resolution (ADR) process before pursuing external forums such as the GAO. Concerns may be addressed informally or through a formal agency protest filed with either the Contracting Officer or the Ombudsman.

Informal Forum with the Ombudsman

1. **Initial Point of Contact:** Interested parties who believe a specific USDA procurement is unfair or otherwise defective should first direct their concerns to the applicable Contracting Officer.
2. **Escalation:** If the Contracting Officer is unable to address their concerns, interested parties are encouraged to contact the USDA Ombudsman for Agency Protests. Under this informal process, the agency is not required to suspend contract award performance. Utilization of the informal forum does not suspend any time requirement for filing a formal protest with the agency or other forums.
3. **Required Information:** To ensure a timely response, interested parties should provide the following information to the Ombudsman: solicitation/contract number, contracting office, Contracting Officer, and solicitation closing date (if applicable).

Formal Agency Protest with the Ombudsman

1. **Effort to Resolve:** Prior to submitting a formal agency protest, protesters must first use their best efforts to resolve their concerns with the Contracting Officer through open and frank discussions.
2. **Independent Review:** If the protester's concerns remain unresolved, an Independent Review is available by the Ombudsman. The protester may file a formal agency protest with either the Contracting Officer or, alternatively, with the Ombudsman under the OPAP program. Contract awards or performance will be suspended during the protest period unless justified in writing for urgent and compelling reasons or determined in writing to be in the best interest of the Government.
3. **Resolution Timeline:** The agency's goal is to resolve protests within 35 calendar days from the date of filing.

4. **Required Information:** Protests shall include the information set forth in FAR 33.104(a)(3). Failure to submit the required information may result in a delay or dismissal of the protest.
5. **Timeliness:** Protests must be filed within the timeframes specified in FAR 33.104.
6. **Submission:** Formal protests under the OPAP program should be submitted electronically to SPE.inquiry@usda.gov and the Contracting Officer.

Election of Forum. By initiating a protest with the USDA, the protester agrees not to pursue the same matter with the Government Accountability Office (GAO) or any other external forum while the agency protest is pending. If a protest is filed externally, the agency protest will be dismissed.