

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)		1. SOLICITATION NO. 127EAX27Q0004	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) ☐ INVITATION FOR BID ☐ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 10/08/2026	PAGE OF PAGES
IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.					
4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. 1170354		6. PROJECT NO.	
7. ISSUED BY USDA-FS CSA SOUTHWEST 7 333 BROADWAY BLVD SE ALBUQUERQUE NM 87102-3498		CODE 7EAX	8. ADDRESS OFFER TO Paula Sales, paula.sales@usda.gov and pps.proposals@usda.gov		
9. FOR INFORMATION CALL	a. NAME PAULA SALES		b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 865-789-8415		

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)

GAOA Grizzly Bear Campground

Project Magnitude between \$1,000,000 and \$5,000,000

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>0</u> calendar days after receiving ☐ award, ☒ notice to proceed. The performance period is ☒ mandatory ☐ negotiable. (See POP is in Solicitation.)	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (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 <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>1200</u> (hour) local time <u>11/05/2026</u> (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 <u>90</u> 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
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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 USDA-FS CSA SOUTHWEST 7 333 BROADWAY BLVD SE ALBUQUERQUE NM 87102-3498	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 <u>1</u> 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)
30b. SIGNATURE	31b. UNITED STATES OF AMERICA
30c. DATE	31c. DATE
	BY

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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PAGE

OF

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 12/10/2027 Delivery Location Code: 67T2 HELL CANYON RANGER DISTT 330 MT RUSHMORE RD CUSTER SD 57730-1928 US Period of Performance: 11/30/2026 to 12/10/2027				
0001	General Requirements/Mobilization	1	LS		
0002	Pumphouse Building Demolition	1	EA		
	FOB: Destination				
0003	Water System Demolition	1	LS		
	FOB: Destination				
0004	General Demolition, Campground Furnishings and Amenities	1	LS		
	FOB: Destination				
0005	Existing Campground Road Improvements	1	LS		
	FOB: Destination				
0006	Site Work for Camp Sites	1	LS		
	FOB: Destination				
0007	New Pumphouse Building	1	LS		
	FOB: Destination				
0008	Water Storage Tank	1	LS		
	FOB: Destination				
0009	Water System	1	LS		
	FOB: Destination				
0010	Host Site Construction	1	EA		
	FOB: Destination				
	Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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PAGE

OF

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0011	Volunteer Site Improvements FOB: Destination	1	EA		
0012	Host Site Wastewater Connections and Tank FOB: Destination	1	LS		
0013	Electrical FOB: Destination	1	LS		
0014	New Toilet Building FOB: Destination	1	EA		
0015	Gates FOB: Destination	1	EA		
0016	Signage FOB: Destination	1	LS		
0017	Improve Existing Toilet Building FOB: Destination	1	LS		

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Statement of Requirement -

Updates to Grizzly Bear Campground

See Attachment 3 – Statement of Work for a complete list of requirements.

Schedule of Items -

See Attachment 2

Technical Data -

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

1. Solicitation Attachments

The following documents are included as attachments to this solicitation and can be accessed via the “Attachments/Links” section of the posting.

- Attachment 3 – Statement of Work
- Attachment 4 – Specifications
- Attachment 5 – Drawings

Project Location

This project is located at the Grizzly Bear Campground, off US Highway 16A, approximately 2 miles southwest of Keystone, Pennington County, South Dakota. For reference, Grizzly CG is located approximately 1 mile southeast of Mount Rushmore National Memorial.

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>

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

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

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

(d) *Changes.* Changes will be handled in accordance with the following FAR clause(s):

☒ FAR 52.243-4, Changes (Nov 2025)

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

52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)

52.222-50 Combating Trafficking in Persons (Nov 2025)

52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)

52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)

52.233-3 Protest After Award (Sep 2025)

52.233-4 Applicable Law for Breach of Contract Claim (Sep 2025)

52.240-91 Security Prohibitions and Exclusions (Nov 2025)

52.244-6 Subcontracts for Commercial Products and Commercial Services (Nov 2025)

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

☒ 52.204-13 System for Award Management—Maintenance (Nov 2025)

☒ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2025)

☒ 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Sep 2025)

☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Sep 2025)

☐ 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Nov 2025)

☒ 52.219-6 Notice of Total Small Business Aside (Nov 2025)

☒ 52.219-8 Utilization of Small Business Concerns (Nov 2025)

☒ 52.219-14 Limitations on Subcontracting (Nov 2025)

☒ 52.222-3 Convict Labor (June 2003)

☒ 52.222-19 Child Labor—Cooperation with Authorities and Remedies (Nov 2025)

☒ 52.222-35 Equal Opportunity for Veterans (Nov 2025)

☒ 52.222-36 Equal Opportunity for Workers with Disabilities (Nov 2025)

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- ☒ 52.222-37 Employment Reports on Veterans (Nov 2025)
- ☒ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
- ☒ 52.222-54 Employment Eligibility Verification (Nov 2025)
- ☒ 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)
- ☒ 52.222-90 Addressing DEI Discrimination by Federal Contractors (Apr 2026)
- ☒ 52.232-33 Payment by Electronic Funds Transfer— System for Award Management (Oct 2018)
- ☒ 52.240-93 Basic Safeguarding of Covered Contractor Information Systems (Nov 2025)
- ☒ 52.242-13 Bankruptcy (July 1995)
- ☒ 52.246-21 Warranty of Construction (Mar 1994)

The Contractor shall comply with the following FAR Clauses for Commercial Construction.

- 52.222-6 Construction Wage Rate Requirements (Nov 2025)
- 52.222-7 Withholding of Funds (Nov 2025)
- 52.222-8 Payrolls and Basic Records (Nov 2025)
- 52.222-9 Apprentices and Trainees (Nov 2025)
- 52.222-10 Compliance with Copeland Act Requirements (Nov 2025)
- 52.222-11 Subcontracts (Labor Standards) (Nov 2025)
- 52.222-12 Contract Termination-Debarment (May 2014)
- 52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations. (May 2014)
- 52.222-14 Disputes Concerning Labor Standards (Nov 2025)
- 52.222-15 Certificate of Eligibility (May 2014)
- 52.236-5 Material and Workmanship (Jul 2025)

The following clauses are applicable when checked:

- ☒ 52.225-9 Buy American-Construction Materials (Nov 2025)
- ☒ 52.228-2 Additional Bond Security (Oct 1997)
- ☒ 52.228-5 Insurance-Work on Government Installation (Jan 1997)
- ☒ 52.228-11 Individual Surety-Pledge of Assets (Feb 2021)
- ☒ 52.228-14 Irrevocable Letter of Credit (Nov 2014)
- ☒ 52.228-15 Performance and Payment Bonds-Construction (Jun 2020)
- ☒ 52.228-17 Individual Surety-Pledge of Assets (Bid Guarantee) (Feb 2021)
- ☒ 52.236-2 Differing Site Conditions (Jul 2025)
- ☒ 52.236-3 Site Investigation and Conditions Affecting the Work (Jul 2025)
- ☒ 52.236-6 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)

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- ☒ 52.236-12 Cleaning Up (Jul 2025)
- ☒ 52.236-13 Accident Prevention (Jul 2025)
- ☒ 52.236-15 Schedules for Construction Contracts (Jul 2025)
- ☒ 52.236-21 Specifications and Drawings for Construction (Jul 2025)
 - ☒ Alternate I (Apr 1984) of 52.236-21
- ☒ 52.242-14 Suspension of Work (Apr 1984)

Other Applicable Clauses

52.249-10 Default (Fixed -Price Construction (Apr 1984)

AGAR Clauses

AGAR 452.203-70 Unenforceable Supplier Terms (Sep 2026)
 AGAR 452.204-70 Modification for Contract Closeout (Apr 2026)
 AGAR 452.232-71 Progress Payments for Commercial Construction Contracts (May 2026)
 AGAR 452.236-70 Electronic Submission of Payment Requests (Sep 2026)

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

Period of Performance will be 30 November 2026 – 10 December 2027

Organized Site Visit

A site visit will be held on Thursday, October 22, 2026 at 10:00 AM Mountain Time.

Location of site visit will be the Grizzley Bear Campground: .8 miles west on US16A from the Jct of US16A and SD244.

If you plan on attending the site visit please email Richard Zacher at Richard.zacher@usda.gov.

Evaluation Criteria

The provision at FAR 52.212-2, Evaluation—Commercial Products and Commercial Services

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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.

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

Past Performance - Offerors shall provide completed Past Performance Information Sheets (see Attachment 6) for five (5) *relevant* contracts (references) completed within the preceding five (5) year period.

Offerors shall also provide Past Performance Information Sheets for all teaming partners and critical subcontractors to include five (5) *relevant* contracts (references) completed within the preceding five (5) year period. A critical subcontractor is defined as an entity (subcontractor, teaming Contractor) other than the offeror itself that will perform at least 20% or more of the total proposed contract. In addition to the Past Performance Information Sheet for each teaming partner and critical subcontractor, the offeror shall also provide a consent letter executed by each of its proposed partners and critical subcontractors authorizing the release of adverse past performance information to the prime Contractor to allow the prime Contractor an opportunity to respond. A sample Subcontracting/Teaming Partner Consent Form is provided as Attachment 7 to the solicitation.

If no relevant contracts are available, the five (5) most recent contracts completed in the last five (5) years shall be used. Contracts listed may include those with the Federal Government, State and Local Governments or their agencies, and Commercial Customers. **If an offeror has no relevant past performance history, the offeror must affirmatively state that it possesses no relevant past performance history.**

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

Recency: Past performance information must be from efforts performed within the **last five (5) years** from the date of solicitation issuance. More recent performance may be given greater weight.

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

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

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

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

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

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

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

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

Price: Any quantity price discounts and discounts for prompt payment should be included in this section. The offeror shall provide pricing as requested in the attached spreadsheet titled Attachment 2 Schedule of Items. Failure to propose pricing for the base period and 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.

Evaluation Method:

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 tradeoff procedures will not be conducted**.

52.252-1 Solicitation Provisions Incorporated by Reference Feb 1998

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

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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:

All offers shall include:

- i) Schedule of Items, all blocks must be completed by the offeror. All Items must be priced.
- ii) Acknowledgement of solicitation amendments (if any).
- iii) Scanned copy of fully executed Bid Guarantee for offers over \$150,000 (Standard Form 24 and Power of Attorney).
- iv) Technical Approach
- v) Past Performance
- vi) Signed 1442

All required documents shall be included as separate files.

Period for acceptance of offers.

The Offeror agrees to hold the prices in its offer firm for **90 calendar days** from the date specified for receipt of offers.

Questions

Questions shall be submitted via email to paula.sales@usda.gov and pps.proposals@usda.gov and are due no later than October 29, 2026, at 12:00 PM Mountain Time. This will ensure enough time to respond before the solicitation period ends. Please include the solicitation name and number as the subject line of the email.

- 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)
- ☒ 52.225-10 Notice of Buy American Requirement- Construction Materials (May 2014)
- ☒ 52.228-1 Bid Guarantee (Sep 1996)

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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)

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NOTICE FOR FILING AGENCY PROTESTS

United States Department of Agriculture (USDA) Protest Procedures

The United States Department of Agriculture (USDA) is committed to fair, transparent, and efficient acquisitions. Interested parties with concerns about this solicitation are encouraged to seek resolution through the following USDA procedures.

Tier 1: Contracting Officer Concern Resolution

Submission: Interested parties with concerns about either the solicitation or subsequent award should first submit their concern directly to the Contracting Officer, providing sufficient detail to allow the Contracting Officer to understand and assess the issue.

Process: The Contracting Officer will review the concern, seek clarification as needed, and engage with the interested party to attempt prompt resolution.

Review Timeline: The Contracting Officer will make every effort to provide a response or resolution within 10 business days of receiving the concern.

Effect on Award or Performance: Tier 1 engagement is not considered an official notification of filing an agency protest and does not pause solicitation deadlines, delay award decisions, or suspend contract performance.

Next Steps: If the matter cannot be resolved at Tier 1, the interested party may file a written agency protest under Tier 2. USDA encourages all parties to seek resolution with the Contracting Officer before filing an agency protest.

Tier 2: Agency Protest

If concerns cannot be resolved at Tier 1, an interested party may file a written agency protest with either the Contracting Officer or the USDA Independent Review Authority. The decision by the USDA Independent Review Authority is an alternative to a decision by the Contracting Officer. The USDA Independent Review Authority will not consider an appeal of the Contracting Officer's decision on an agency protest.

The protest must state whether the protester elects review by the Contracting Officer, by the USDA Independent Review Authority. If no election is stated, the Contracting Officer will decide the protest.

Required Information: Protests shall include the information set forth in FAR 33.104-4 (a)(3). Failure to submit the required information may result in a delay or dismissal of the protest.

Submission: Agency protests should be submitted electronically to SPE.inquiry@usda.gov and the Contracting Officer.

Timeliness: Protests must be filed within the timeframes specified in FAR 33.104.

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Effect on Award or Performance: Contract awards or performance will be suspended during the protest period unless justified in writing for urgent and compelling reasons or determined to be in the best interest of the Government.

Review Timeline: USDA strives to resolve agency-level protests within 35 business days of receipt.

Election of Forum: By filing a protest with USDA, the protesters agree not to file a protest on the same matter with the Government Accountability Office (GAO) or any other external forum while the agency protest is pending. If such a protest is filed externally, the USDA agency protest will be dismissed.

Questions: Questions regarding this notice or protest procedures should be directed to the Contracting Officer identified in this solicitation.