

|                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                             |                  |                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                  |                                                    |                                                                                                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|------------------|-----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b><br><b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                             |                  | 1. REQUISITION NUMBER<br>1172657                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | PAGE OF<br>1 19                                                                                                                                                                                                  |                                                    |                                                                                                                        |
| 2. CONTRACT NO.                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 3. AWARD/<br>EFFECTIVE DATE | 4. ORDER NUMBER  |                                                                                                                                         | 5. SOLICITATION NUMBER<br>1240LP26Q0190                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                  | 6. SOLICITATION<br>ISSUE DATE<br>09/10/2026        |                                                                                                                        |
| 7. <b>FOR SOLICITATION<br/>INFORMATION CALL:</b>                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                           | a. NAME<br>JANE PEDROTTI    |                  |                                                                                                                                         | b. TELEPHONE NUMBER (No collect calls)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                  | 8. OFFER DUE DATE/LOCAL TIME<br>09/21/2026 1100 MD |                                                                                                                        |
| 9. ISSUED BY<br><br>USDA-FS CSA INTERMOUNTAIN 4<br>324 25TH ST<br>OGDEN UT 84401-2310                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                             |                  | CODE 40LP                                                                                                                               | 10. THIS ACQUISITION IS<br><input type="checkbox"/> UNRESTRICTED OR<br><input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR:<br><br><div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> SMALL BUSINESS<br/> <input type="checkbox"/> HUBZONE SMALL BUSINESS<br/> <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) </div> <div> <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB)<br/> <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)<br/> <input type="checkbox"/> 8(A) </div> <div> NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS):<br/> 333120<br/> <br/> SIZE STANDARD: 1,250 </div> </div> |                                                                                                                                                                                                                  |                                                    |                                                                                                                        |
| 11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED<br><input checked="" type="checkbox"/> SEE SCHEDULE                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 12. DISCOUNT TERMS          |                  | 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)<br><input type="checkbox"/> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 13b. RATING<br>14. METHOD OF SOLICITATION<br><input checked="" type="checkbox"/> REQUEST FOR QUOTE (RFQ) <input type="checkbox"/> INVITATION FOR BID (IFB) <input type="checkbox"/> REQUEST FOR PROPOSAL (RFP)   |                                                    |                                                                                                                        |
| 15. DELIVER TO<br><br>PLUMAS NATIONAL FOREST<br>159 LAWRENCE ST<br>QUINCY CA 95971                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                             |                  | CODE 9A13                                                                                                                               | 16. ADMINISTERED BY<br><br>USDA-FS CSA INTERMOUNTAIN 4<br>324 25TH ST<br>OGDEN UT 84401-2310                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                  |                                                    |                                                                                                                        |
| 17a. CONTRACTOR/<br>OFFEROR                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                           | CODE                        | FACILITY<br>CODE | 18a. PAYMENT WILL BE MADE BY                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                  |                                                    | CODE 40LP                                                                                                              |
| TELEPHONE NO.                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                             |                  | <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                  |                                                    | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM |
| 19. ITEM NO.                                                                                                                                                                                                                                                                                              | 20. SCHEDULE OF SUPPLIES/SERVICES                                                                                                                                                                                                                                                                                                                                                                                                                         |                             |                  |                                                                                                                                         | 21. QUANTITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 22. UNIT                                                                                                                                                                                                         | 23. UNIT PRICE                                     | 24. AMOUNT                                                                                                             |
|                                                                                                                                                                                                                                                                                                           | Solicitation for One (1) EA Compact Mini Excavator with Accessories of One (1) Additional Bucket for a Total of Two (2) Buckets, for the Plumas NF<br><br>VENDOR IS REQUIRED TO SIGN AND SUBMIT RESPONSES VIA EMAIL TO JANE.PEDROTTI@USDA.GOV BY SEPTEMBER 21, 2026 NO LATER THAN 11:00 AM MDT<br><br>INTERESTED VENDORS COMPLETE BLOCKS 17A AND 30A-30C ON PAGE ONE OF THE SF1449, AND ALL<br>(Use Reverse and/or Attach Additional Sheets as Necessary) |                             |                  |                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                  |                                                    |                                                                                                                        |
| 25. ACCOUNTING AND APPROPRIATION DATA                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                             |                  |                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 26. TOTAL AWARD AMOUNT (For Government Use Only)                                                                                                                                                                 |                                                    |                                                                                                                        |
| <input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                             |                  |                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                  |                                                    | <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.                                     |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                             |                  |                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                  |                                                    | <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.                                                |
| <input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. |                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                             |                  |                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: |                                                    |                                                                                                                        |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                             |                  | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                  |                                                    |                                                                                                                        |
| 30b. NAME AND TITLE OF SIGNER (Type or print)                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                             | 30c. DATE SIGNED | 31b. NAME OF CONTRACTING OFFICER (Type or print)                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                  | 31c. DATE SIGNED                                   |                                                                                                                        |
|                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                             |                  | STEVEN M. DAHLGREN                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                  |                                                    |                                                                                                                        |

| 19.<br>ITEM NO. | 20.<br>SCHEDULE OF SUPPLIES/SERVICES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 21.<br>QUANTITY | 22.<br>UNIT | 23.<br>UNIT PRICE | 24.<br>AMOUNT |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------|-------------------|---------------|
| 0001            | <p>HIGHLIGHTED FIELDS WITHIN THE SF1449, THE EVALUATING FACTORS ARE INCLUDED IN THE ATTACHED TERMS &amp; CONDITIONS; RETURN THE SF1449 IN ITS ENTIRETY TO JANE.PEDROTTI@USDA.GOV, WITH ALL REQUIRED DOCUMENTATION INCLUDING A BROCHURE/INFORMATION SHEET OF THE PRODUCT YOU ARE OFFERING, BY THE DUE DATE LISTED ABOVE. IT MUST BE RECEIVED IN LISTED EMAIL INBOX BY THE DUE DATE/TIME OR IT WILL BE CONSIDERED A LATE QUOTE. INCOMPLETE QUOTES OR LATE QUOTES WILL NOT BE ACCEPTABLE.</p> <p>All vendors submitting quotes must currently be registered in the System for Award Management (www.sam.gov) and provide their Unique Entity Identifier (UEI#) number on their quote. Payment to the successful bidder will be made following receipt and acceptance of the items.</p> <p>All payments are made electronically through the Government's payment system, IPP (Invoice Processing Platform) at www.ipp.gov.<br/>Delivery: 70 Days After Receipt Of Order</p> <p>Compact Excavator (Mini-Excavator)</p> |                 |             |                   |               |

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

|                                                                 |                        |                                    |                                                                                                   |                       |
|-----------------------------------------------------------------|------------------------|------------------------------------|---------------------------------------------------------------------------------------------------|-----------------------|
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE          |                        | 32c. DATE                          | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE                               |                       |
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE    |                        |                                    | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE                                     |                       |
|                                                                 |                        |                                    | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE                                               |                       |
| 33. SHIP NUMBER                                                 | 34. VOUCHER NUMBER     | 35. AMOUNT VERIFIED<br>CORRECT FOR | 36. PAYMENT                                                                                       | 37. CHECK NUMBER      |
| <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL |                        |                                    | <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL |                       |
| 38. S/R ACCOUNT NUMBER                                          | 39. S/R VOUCHER NUMBER | 40. PAID BY                        |                                                                                                   |                       |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT   |                        | 42a. RECEIVED BY ( <i>Print</i> )  |                                                                                                   |                       |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER                  |                        | 41c. DATE                          | 42b. RECEIVED AT ( <i>Location</i> )                                                              |                       |
|                                                                 |                        |                                    | 42c. DATE REC'D (YY/MM/DD)                                                                        | 42d. TOTAL CONTAINERS |

**PLUMAS NF 1 EACH COMPACT MINI EXCAVATOR with ACCESSORIES**  
**Requisition #1172657 / IAS Solicitation #1240LP26Q0190**

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 **1240LP26Q0190** is issued as a **Request for Quotation (RFQ)** for 1 EA Compact Mini Excavator.

This acquisition is set-aside for small business concerns. The applicable North American Industry Classification Standard Code is **333120** The small business size standard is 1,250 Employees. This acquisition is a Total Small Business Set-Aside. All responsible sources may submit a quotation which will be considered by the agency.

**Statement of Requirement**

The Plumas NF requires the procurement of 1 EA Compact Mini Excavator for the purpose of OHV route operations, repair, and maintenance within the Forest. This Solicitation outlines the requirements, deliverables, and specifications for the procurement of this unit. Minimum Specifications and Delivery Information are listed below in this Solicitation.

**Schedule of Items:**

**Vendor Name:** \_\_\_\_\_

**Vendor UEI:** \_\_\_\_\_

**Vendor Contact Information (Email/Phone #):** \_\_\_\_\_

| CLIN                                                              | Description                                                                                                   | Estimate<br>d<br>Quantity | Unit of<br>Issue | Unit<br>Cost | Total Price |
|-------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|---------------------------|------------------|--------------|-------------|
| 0001                                                              | COMPACT MINI-<br>EXCAVATOR with<br>ACCESSORIES OF<br>1 EACH ADDITIONAL<br>BUCKET FOR TOTAL OF<br>2 EA BUCKETS | 1                         | EA               | \$           | \$          |
| <b>Total price to include delivery</b>                            |                                                                                                               |                           |                  |              |             |
| <b>Desired Delivery Date: <u>70 DAY Ater Receipt of Order</u></b> |                                                                                                               |                           |                  |              |             |
| <b>Proposed Delivery Date:</b> _____                              |                                                                                                               |                           |                  |              |             |

**PLUMAS NF 1 EACH COMPACT MINI EXCAVATOR with ACCESSORIES**  
**Requisition #1172657 / IAS Solicitation #1240LP26Q0190**

**RESPONSES DUE BY SEPTEMBER 21, 2026 AND MUST BE RECEIVED IN INBOX OF JANE.PEDROTTI@USDA.GOV NO LATER THAN 11:00 AM MDT**

- Solicitation Point of Contact: Jane Pedrotti, [jane.pedrotti@usda.gov](mailto:jane.pedrotti@usda.gov), 605-800-1305

**Schedule Notes:**

- **One Firm-Fixed Priced Award** will be made from this solicitation.
- Include in your quote a **Brochure/Information Sheet** of the **EXACT** Compact Mini Excavator Offered.
- **Pricing will include all shipping and handling.**
- **Desired Delivery to be completed within 70 Days ARO** or enter a Proposed Delivery Date above, but Sooner would be acceptable and appreciated. Offerors with earlier delivery dates may be rated more favorably in determining what is the “Best Value” to the Government.
- All invoices and payments will be processed through IPP. Itemized invoices will be required.

**Technical Data**

All items must have clear traceability to the **Original Equipment Manufacturer (OEM)**. Traceability means a clear, complete, documented, and auditable paper trail which traces each step from an OEM or distributor to its current location.

The contractor shall furnish a **Certificate of Conformance (COC)** in accordance with **Federal Acquisition Regulation (FAR) clause 52.246-15**. COC must be submitted in the format specified in the clause. Quoters must be able to provide necessary certification including traceability to the manufacturer, manufacturer's COC, and its own certificate of conformance. Prospective vendors who are not the OEM or an authorized distributor must provide traceability for the quoted product back to the manufacturer or authorized distributor.

The contractor shall provide One (1) EACH Compact Mini Excavator, new from the manufacturer., FOB, Destination. Documentation will include **owner's manual**, **warranty registration**, and a **certificate of Origin**. It shall be delivered fully functional, in accordance with the minimum Technical Specifications outlined below:

**PLUMAS NF 1 EACH COMPACT MINI EXCAVATOR with ACCESSORIES**  
**Requisition #1172657 / IAS Solicitation #1240LP26Q0190**

**MINIMUM SPECIFICATONS Plumas NF 1 EA Compact Mini Excavator**  
**Specifications**

**Proposal/Objective:** NEW Compact Mini Excavator

• **Compact Mini Excavator Required Key Specifications**

| <b>1 EA Compact Mini Excavator Minimum Specifications for the PLUMAS in Quincy CA</b> |                                                                                          | <b>REQUIRED<br/>COMPACT MINI<br/>EXCAVATOR<br/>SPECIFICATIONS</b> |
|---------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|-------------------------------------------------------------------|
|                                                                                       |                                                                                          | <b>Will your Mini<br/>Excavator Meet<br/>Specs (Y/N)</b>          |
| YEAR                                                                                  | NEW 2025, 2026 or 2027                                                                   |                                                                   |
| ENGINE TYPE /<br>FUEL                                                                 | Diesel                                                                                   |                                                                   |
| DISPLACEMENT                                                                          | Minimum 54cc                                                                             |                                                                   |
| GROSS<br>HORSEPOWER                                                                   | Minimum 15 HP                                                                            |                                                                   |
| COOLING                                                                               | Liquid Cooled                                                                            |                                                                   |
| FUEL CAPACITY                                                                         | Minimum 2 Gallons                                                                        |                                                                   |
| STARTING                                                                              | Electric Start                                                                           |                                                                   |
| TRANSMISSION &<br>DRIVE                                                               | 2 or More Speed Travel                                                                   |                                                                   |
| GROSS VEHICLE<br>WEIGHT RATING                                                        | Less Than 4,000 lbs GVWR (Operating Weight)                                              |                                                                   |
| VEHICLE OVERALL<br>LENGTH                                                             | 100 – 140 inches                                                                         |                                                                   |
| VEHICLE OVERALL<br>WIDTH                                                              | 38 – 52 inches                                                                           |                                                                   |
| VEHICLE OVERALL<br>HEIGHT                                                             | 80 - 100 inches                                                                          |                                                                   |
| HYDRAULICS                                                                            | 1 Pumps, 5 gpm, 2300 psi (Approximate) –<br>Reservoir System, Auxiliary Hydraulic System |                                                                   |
| AUXILIARY<br>HYDRAULICS                                                               | Minimum 1                                                                                |                                                                   |

**PLUMAS NF 1 EACH COMPACT MINI EXCAVATOR with ACCESSORIES**  
**Requisition #1172657 / IAS Solicitation #1240LP26Q0190**

|                   |                                                                                                   |  |
|-------------------|---------------------------------------------------------------------------------------------------|--|
| DIGGING DEPTH     | Minimum 72 inches                                                                                 |  |
| REACH             | Minimum 110 inches                                                                                |  |
| TURNING RADIUS    | 48 – 60 inches                                                                                    |  |
| EXPANDABLE TRACKS | Yes                                                                                               |  |
| BACKFILL BLADE    | Equipped with Backfill Blade                                                                      |  |
| ROPS/FOPS         | Yes – Four Post Roll Over Protection System (ROPS meeting applicable ISO, SAE, and OSHA Standards |  |
| ACCESSORIES       | <b>PROVIDE 1 EACH ADDITIONAL BUCKET FOR A TOTAL OF 2 BUCKETS</b>                                  |  |

**Compliance:** Must comply with all industry safety standards.

**DELIVERY:**

The USDA desires delivery of all items by **70 Days After Receipt of Order (ARO)**. Early deliveries will be accepted.

**Delivery Point Of Contact :**

**CHARLES (CHUCK) JAMES**

**PHONE:** (530) 283-7755 OR (209) 768-1210

**Email:** [charles.james@usda.gov](mailto:charles.james@usda.gov)

Office Hours for Delivery is 8:00 AM – 4:00 PM PDT

**Secure facility requires pre-scheduled entry for all deliveries. Please contact the Delivery Point of Contact 48 hours prior to delivery** to enable arrangements to be made for Inspection of the product prior to acceptance.

**Delivery Information**

Items shall be Delivered to the following address:

**Plumas NF Supervisor's Office  
159 Lawrence St  
Quincy CA 95971**

**INSPECTION & ACCEPTANCE:** The Government will perform a “TCLOC” (Tires, Controls, Lights, Oil, Chassis) inspection upon delivery, and acceptance will be contingent up on the vehicle meeting all agreed upon specifications and being free of defects.

**PLUMAS NF 1 EACH COMPACT MINI EXCAVATOR with ACCESSORIES**  
**Requisition #1172657 / IAS Solicitation #1240LP26Q0190**

**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 quotes 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**

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

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

**The following clauses are applicable if checked:**

- ☒ 52.204-13 System for Award Management—Maintenance (Nov 2025)
- ☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Sep 2025)
- ☒ 52.219-6 Notice of Total Small Business Aside (Nov 2025)
- ☒ 52.222-3 Convict Labor (June 2003)
- ☒ 52.222-19 Child Labor—Cooperation with Authorities and Remedies (Nov 2025)

**PLUMAS NF 1 EACH COMPACT MINI EXCAVATOR with ACCESSORIES**  
**Requisition #1172657 / IAS Solicitation #1240LP26Q0190**

- ☒ 52.223-23 Sustainable Products and Services (Nov 2025)
- ☒ 52.225-1 Buy American-Supplies (Nov 2025)
- ☒ 52.232-33 Payment by Electronic Funds Transfer— System for Award Management (Oct 2018)

**Other Applicable Clauses**

- 52.246-15 Certificate of Conformance (Apr 1984)
- 52.247-34 F.O.B. Destination (Jan 1991)

**AGAR Clauses**

452.203-71 Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Compliance (May 2026)

(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.

**PLUMAS NF 1 EACH COMPACT MINI EXCAVATOR with ACCESSORIES**  
**Requisition #1172657 / IAS Solicitation #1240LP26Q0190**

(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)

AGAR 452.203-72 Unenforceable Supplier Terms (MAY 2026)

(a) Definitions.

*Supplier terms* mean provisions customarily drafted by vendors of supplies or services and intended to create a binding legal obligation on the end user. The term applies:

1. Regardless of the format or style of the document. For example, supplier terms may appear in standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another similar legal instrument or agreement, and may be presented as part of a proposal or quotation responding to a solicitation for a contract or order or otherwise become effective after the contract date.
2. Regardless of the media or delivery mechanism used. For example, supplier terms may be presented as one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.

(b) Applicability. When any supply or service acquired under this contract is subject to supplier terms, the supplier terms are deemed part of the contract only to the extent they are consistent with this clause. Supplier terms that conflict with any part of this clause, the contract, or Federal law are void and will not be considered incorporated into a contract, even if they are physically present in a contract documentation or systems. In the event of any inconsistency between supplier terms and this contract, this clause and the terms of the Government contract must govern and supersede any supplier terms in all cases.

(c) Authorization Required. Notwithstanding any other provision, no supplier terms must be binding on the Government unless the term is expressly authorized on the USDA Supplier Terms Authorization Form signed by the Contracting Officer, and the completed Authorization Form has been incorporated into the contract.

(d) Unenforceable Terms. Any supplier terms that impose obligations or restrictions inconsistent with applicable Federal law are unenforceable against the Government and deemed stricken from the agreement. This includes, but is not limited to, any clause that:

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- (1) Requires the Government to pay future fees, penalties, interest, legal costs, early-termination fees, cancellation fees, minimum purchase commitments, true-up payments, seat-count minimums, usage minimums, continued-use charges, or any other financial obligation not expressly authorized by the contract.
- (2) Requires the Government to indemnify the contractor or any other entity.
- (3) Restricts the Government's ability to obtain similar supplies or services from another source.
- (4) Imposes any penalty, financial or otherwise, based on the Government's decision not to exercise an option.
- (5) Subjects the United States Government to the laws of any U.S. state, territory, district, municipality, or foreign nation, except where Federal law expressly permits such application.
- (6) Requires dispute resolution in a forum or venue other than one prescribed by applicable Federal law.
- (7) Establishes a period of limitations for bringing an action that differs from that provided by applicable Federal law.
- (8) Grants the contractor rights to use, mine, access, aggregate, analyze, or otherwise exploit Government data, usage data, or metadata.
- (9) Deems the Government to have accepted initial or revised terms based on silence, continued performance, or failure to object.
- (10) Grants the supplier the right to audit Government facilities, systems, records, or use of the product or service, except as expressly authorized by the contract and applicable Federal law.
- (11) Requires the Government to accept supplier security requirements, network access requirements, monitoring, penetration testing, or other technical or security measures.
- (12) Permits the supplier to suspend, degrade, or terminate access to products or services based on alleged non-payment, alleged breach, automated security triggers.
- (13) Limits the Government's right to use, install, access, test, evaluate, or transfer the licensed product or service in any manner consistent with the contract and Federal law.
- (14) Requires the Government to store, process, maintain, or transmit data in a particular geographic location, or permits the supplier to transfer Government data outside the United States, except as expressly authorized by applicable Federal law.
- (15) Authorizes the supplier to use the Government's name, seal, trademark, logo, or any reference to the Government as an end user or customer for marketing, publicity, promotional activities, press releases, or similar purposes.

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- (16) Incorporates by reference, or requires the Government to accept, terms or conditions imposed by any third party, subcontractor, or upstream service provider, unless such terms are expressly incorporated into the contract by bilateral modification.
  - (17) Limits, conditions, or negates the contractor's performance obligations, service levels, or remedies through a supplier-provided service level agreement (SLA).
  - (18) Uses Government data, usage data, metadata, prompts, content, or interactions to train, fine-tune, improve, or derive any artificial intelligence, machine learning, or automated decision-making model.
  - (19) Subjects the Government to automated decision-making, automated risk scoring, automated content moderation, or any algorithmic process that may affect access, performance, or rights under the contract.
  - (20) Utilizes artificial intelligence or algorithmic tools that produce decisions, recommendations, or outputs affecting contract performance without providing transparency, explainability, auditability, and bias-mitigation consistent with applicable Federal law and policy.
  - (21) Profiles, tracks, or analyzes Government user behavior, preferences, communications, or interactions for personalization, marketing, or algorithmic optimization purposes.
- (e) Non-binding Actions. Neither the Government nor any Government authorized end user is deemed to have consented to any term, condition, or clause by virtue of its inclusion in the supplier agreement or through the use of clickwrap, browsewrap, "I agree" mechanisms, or similar means. Execution of such mechanisms does not bind the Government or its authorized end users to any unenforceable terms.
- (f) End user. The supplier agreement must bind the ordering activity as the end user to the extent it does not conflict with the terms of this clause, but it must not bind or impose personal liability on any Government employee or any person acting on behalf of the Government in their personal capacity.
- (g) Law and disputes. The supplier agreement is governed by Federal law.
- (h) Statutory exception. This clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
- (i) Continued performance. The supplier or licensor must not unilaterally revoke, terminate, or suspend any rights granted to the Government except as allowed by the contract. If the supplier or licensor believes the ordering activity to be in breach of the supplier agreement, it must pursue its rights under the Contract Disputes Act or other applicable Federal statute while proceeding diligently with performance, pending final resolution of any dispute in accordance with the Disputes Clause at FAR 52.212-4(d) or FAR 52.233-1, as applicable.
- (j) Arbitration. Binding arbitration must not be used unless specifically authorized by agency guidance.

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(k) Equitable or injunctive relief. Equitable or injunctive relief, including the award of attorney fees, costs, or interest, may be awarded against the United States Government only when explicitly provided by statute (e.g., the Prompt Payment Act or the Equal Access to Justice Act).

(l) Revisions to supplier agreements. Any revisions to the supplier agreement must be incorporated into the contract using a bilateral modification. Unilateral revisions are not binding on the Government.

(m) No automatic renewals. If any license or service tied to periodic payment is provided under the supplier agreement (e.g., annual software maintenance or annual lease term), such license or service must not renew automatically upon expiration of its current term without prior express written consent from an authorized Government representative.

(n) Indemnification. Any clause of the supplier agreement requiring the supplier or licensor to defend or indemnify the end user is amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(o) Taxes or surcharges. Any taxes or surcharges which the supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the associated Government contract or order and must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed otherwise.

(p) Non-assignment. The supplier agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted by FAR 52.212-4(b) or FAR 52.232-23, as applicable.

(q) Confidential information. If the supplier agreement includes a confidentiality clause, such clause is amended to state that neither the agreement nor the contract price list, as applicable, must be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in the supplier agreement to the contrary, the Government may retain any confidential information as required by law, regulation, or its internal document retention procedures for legal, regulatory, or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of the supplier agreement.

(r) Conflict with Federal law. If any other language, provision, or clause of the supplier agreement conflicts or is inconsistent with Federal law or the terms and conditions of this contract, such language, provisions, or clauses will be considered null and void and will not be binding on the United States Government.

(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

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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 and proceed with closeout upon completion of performance, acceptance, and final payment.  
(End of Clause)

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**Solicitation Information**

**Award Type**

It is anticipated that a **Firm Fixed-Priced 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.

**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.

**Technical Approach:**

The technical approach will evaluate the ability of the quoter 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. All quoters must provide the following minimum information and documentation with their quotations to be considered responsive and have their quotes evaluated:

- Brochure or product literature for the exact machine quoted.
- Buy American or COTS compliance, if applicable.
- Warranty and delivery requirements.
- Ability of the offeror to meet the schedule requirements listed in the Solicitation.

**Price:**

The quoter shall provide pricing as requested in the Schedule of Items on page **3** of this Request for Quote. Failure to propose pricing for all individual line items may result in a quotation being excluded from further consideration. The quotation will be evaluated in accordance with FAR 12.204, to determine if it is fair and reasonable.

**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.

**FAR 52.212-2 Evaluation - Commercial Products and Commercial Services (Nov 2025)**

(a) **Evaluation factors.** The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to

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the Government, price and other factors considered. The following factors will be used to evaluate offers:

**PRICE**  
**TECHNICAL**  
**DELIVERY DATE**

Notice of award. A written notice of award or acceptance of an quote furnished to the successful Quoter within the time for acceptance specified in the quote, shall result in a binding contract without further action by either party. Before the quote's specified expiration time, the Government may accept a quote (or part of a quote), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.  
(End of provision)

**Delivery Information**

F.o.b. destination, is requested as the F.O.B. point for all deliverables.

**All quotes 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 by by **70 Days After Receipt of Order (ARO)- or enter a Proposed Delivery Date in Schedule of Item.** Early deliveries will be accepted.

**Shipping Instructions:**

Items shall be shipped to the following address:

**Plumas NF Supervisor's Office**  
**159 Lawrence St**  
**Quincy CA 95971**

**Qualification Requirements**

The quoter, product or service, ARE required to meet a qualification requirement to be eligible for award. Qualification requirements may be obtained by reviewing the Minimum Specifications for the Compact Mini Excavator

**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 quoter is cautioned that the listed provisions may include blocks that must be completed by the quoter and submitted with its quotation or quote. In lieu of submitting the full text of those provisions, the quoter may identify the provision by paragraph identifier and provide the appropriate information with its quotation or quote. Also, the full text

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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 quotes.

The Quoter agrees to hold the prices in its quote firm for **90 calendar days** from the date specified for receipt of quotes.

Questions

Questions shall be submitted via email to [jane.pedrotti@usda.gov](mailto:jane.pedrotti@usda.gov) and are due no later than September 16, 2026, at 10:00 AM 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:**

- ☒ 52.204-7 System for Award Management—Registration (Nov 2025)
- ☒ 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2021)
- ☒ 52.225-2 Buy American Certificate (Oct 2022)

**Other Applicable FAR Provisions**

52.225-18 Place of Manufacture (Aug 2018)

**AGAR Provisions**

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

(a) By submission of its quote, the quoter certifies that:

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- (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 quoter 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 quote, the quoter 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 quoter 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 quoter 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 quoter's compliance with the above requirements and/or eligibility for the contract may subject the quoter 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 quoter 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](mailto: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.