


<b>SOLICITATION, OFFER, AND AWARD</b> (Construction, Alteration, or Repair)	1. SOLICITATION NO. 12405B22Q0282	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 07/26/2022	PAGE OF PAGES 1 39	

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

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. 1073555	6. PROJECT NO. 12405B22Q0282
7. ISSUED BY USDA ARS SEA AAO ACQ/PER PROP 141 EXPERIMENT STATION ROAD STONEVILLE MS 38776	CODE ARS-12405B	8. ADDRESS OFFER TO USDA/ARS/SEA, Area Administrative Office Acquisitions & Personal Property/Fleet monte.jordan@usda.gov	
9. FOR INFORMATION CALL: 	a. NAME MONTE JORDAN	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 662-686-5361	

### 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)
- Contractor shall furnish all labor, materials, and supplies to demolish a greenhouse at Building 3 for U. S. Department of Agriculture, Agricultural Research Service, Coastal Plains Soil, Water, and Plant Research Center (CPSWPRC), 2611 West Lucas Street, Florence, SC 29501 in strict accordance with Statement of Work (SOW).

11. The Contractor shall begin performance <u>10</u> calendar days and complete it within <u>45</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. The performance period is <input type="checkbox"/> mandatory <input checked="" type="checkbox"/> negotiable. (See _____.)	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	12b. CALENDAR DAYS 0
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>1500</u> (hour) local time <u>08/10/2022</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 <input type="checkbox"/> is, <input checked="" type="checkbox"/> 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>60</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		

**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 <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )
26. ADMINISTERED BY USDA ARS SEA AAO ACQ/PER PROP 141 EXPERIMENT STATION ROAD STONEVILLE MS 38776	CODE <b>ARS-12405B</b>	27. PAYMENT WILL BE MADE BY

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

<input type="checkbox"/> 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,	<input type="checkbox"/> 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)	
30b. SIGNATURE	30c. DATE
31b. UNITED STATES OF AMERICA	
BY	
31c. DATE	

**CONTINUATION SHEET**

 REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 12405B22Q0282

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	Delivery: 09/26/2022 Delivery Location Code: ARS-124620 SEA COASTAL PLAINS SOIL, WATER ATTENTION: MELVIN JOHNSON 2611 WEST LUCAS STREET FLORENCE SC 29501 US  Period of Performance: 08/12/2022 to 09/26/2022  Demolish Greenhouse Building #3 in strict accordance with attached Statement of Work (SOW)	1	JC		

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**B - SECTION B - Supplies or Services and Prices/Costs Schedule of Items**  
***Clauses***

B.1 SCOPE OF CONTRACT

The Contractor shall furnish all labor, materials, equipment, supplies, transportation, utilities, and supervision for complete demolition of the following in accordance with the clauses, specifications, drawings, attachments, and other terms and conditions set forth herein:

B.2 SCHEDULE OF ITEMS

<u>Item #</u>	<u>Description</u>	<u>Price/Cost</u>
1	Demolish and Dispose Greenhouse #3	\$ _____

B.3 PERFORMANCE TIME

Base Item: 45 calendar days after Notice to Proceed is issued.

**End of this section**

**C - SECTION C - Description/Specifications/Statement of Work  
Clauses**

**Description of work:**

Demolish and Dispose Greenhouse#3

**C.1 CONTRACT CLAUSES INCLUDED BY FULL TEXT:**

**AGAR 452.211-72 Statement of Work/Specifications**

As prescribed in [411.171](#), insert the following clause:

**Statement of Work/Specifications (Feb 1988)**

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications referenced in Section J.

(End of Clause)

**End of this section**

**D - SECTION D - Packaging and Marking  
Clauses**

(For this Solicitation, there are NO Clauses in this Section)

**End of this section**

**E - SECTION E - Inspection and Acceptance  
Clauses**

**E.1 CONTRACT CLAUSES INCLUDED BY FULL TEXT:**

**AGAR 452.246-70 -- Inspection and Acceptance**

As prescribed in [446.370](#), insert the following clause:

**INSPECTION AND ACCEPTANCE (FEB 1988)**

- (a) The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.
- (b) Inspection and acceptance will be performed at: USDA/ARS/SEA, CPSWPRC, 2611 West Lucas Street, Florence, SC 29501.  
(End of clause)

**E.2 CONTRACT CLAUSES INCLUDED BY REFERENCE:**

FAR 52.246-13 -- Inspection-Dismantling, Demolition or Removal of Improvements (AUG 1996)

**E.3 FINAL INSPECTION**

- (a) A final inspection shall be made only when all the materials have been furnished, all the work has been performed, and all the construction provided for by the contract in accordance with the terms has been completed. If, upon examination by the Contracting Officer and/or Government inspection personnel, the project is determined not sufficiently completed to have warranted a final inspection, the contractor may be charged with any additional cost of re-inspection when material and workmanship are not ready at the time specified by the Contractor for its inspection.
- (b) The contractor shall give the Contracting Officer **ten (10) calendar days** advance notice, in writing, of the date the work will be fully completed and ready for final inspection.
- (c) The Contractor's request for final inspection will not be approved unless all documentation required below, and all other contract requirements have been provided to the Contracting Officer:  
-Guarantees and warranty schedule and contacts  
-Certified payroll records for all prime and subcontractor employees
- (d) As soon as practicable, following final inspection, the Contracting Officer will inform the contractor, in writing, of any discrepancies and/or omissions noted at the final inspection. The Contracting Officer shall also state the time allowable for replacement of material and performance or re-performance of any unsatisfactory work necessary for final acceptance.

**E.4 FINAL ACCEPTANCE**

Upon written notification that all deficiencies identified during the final inspection have been corrected, the Contracting Officer will schedule a final acceptance inspection of the work. If all construction required by the contract is determined to be complete and all requisite contract deliverables (e.g., certified payroll records, as-built drawings, warranty documents, etc.) have been submitted and approved by the Government, the Contracting Officer shall notify the Contractor in writing of such acceptance. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee

**End of this section**

**F - SECTION F - Deliveries or Performance  
Clauses**



**F.1 CONTRACT CLAUSES INCLUDED BY FULL TEXT:**

**AGAR 452.211-74 Period of Performance.**

As prescribed in [411.404\(a\)](#), insert the following clause:

**PERIOD OF PERFORMANCE (FEB 1988)**

The period of performance of this contract is from 08/12/2022 through 09/26/2022.  
(End of Clause)

**F.2**

**CONTRACT CLAUSES INCLUDED BY REFERENCE:**

FAR 52.242-14 -- Suspension of Work (Apr 1984)

FAR 52.242-15 -- Stop-Work Order (Aug. 1989)

**End of this section**

## Clauses

### **G.1 CONTRACTING OFFICER'S REPRESENTATIVE**

A Contracting Officer's Representative (COR) will be designated after contract award. The contractor will be notified by letter of the name and duties of the COR.

### **G.2 Contractor Performance Information and Contractor Performance Assessment Reporting System (CPARS) (PA 96 SEP 21, 2010) FAR 42.1502**

(a) General. Past performance evaluations shall be prepared at least annually and at the time the work under a contract or order is completed. Past performance evaluations are required for contracts and orders as specified in paragraphs (b) through (f) of this section, including contracts and orders performed outside the United States. These evaluations are generally for the entity, division, or unit that performed the contract or order. Past performance information shall be entered into CPARS, the Government wide evaluation reporting tool for all past performance reports on contracts and orders. Instructions for submitting evaluations into CPARS are available at <http://www.cpars.gov/>

(b) Past performance evaluations shall be prepared for each construction contract of \$700,000 or more, and for each construction contract terminated for default regardless of contract value. Past performance evaluations may also be prepared for construction contracts below \$700,000.

### **G.3 INVOICE PREPARATION AND SUBMISSION**

Based upon acceptance of required contract deliverables, the contractor shall submit an original invoice to the following address:

Email to [monte.jordan@usda.gov](mailto:monte.jordan@usda.gov)

The contractor shall include the following information on each invoice in order to be considered a proper invoice:

1. Name and address of contractor.
2. Invoice number and Invoice date.
3. Contract number.
4. Description of work and period of performance.
5. Name, title, phone number, and complete mailing address of official to whom payment is to be sent.
6. Name, title, phone number, and complete mailing address of person to notify in the event of a defective invoice.
7. Taxpayer Identification Number (TIN) and DUNS Number.
8. Invoices must be submitted with ARS-371 and ARS-372, along with certified payroll records, Contractor Certification, and updated CPM Schedule.

Once the paper invoice has been approved by the Contracting Officer, the Contractor shall submit the invoice electronically through the Invoice Processing Platform (IPP) at [www.ipp.gov](http://www.ipp.gov).

**End of this section**

**Clauses**

**H.1 CONTRACT CLAUSES INCLUDED BY FULL TEXT:**

**AGAR 452.236-71 -- PROHIBITION AGAINST THE USE OF LEAD-BASED PAINT**

As prescribed in [436.571](#), insert the following clause:

**PROHIBITION AGAINST THE USE OF LEAD-BASED PAINT (NOV 1996)** Neither the Contractor nor any subcontractor performing under this contract shall use paints containing more than 0.06 of 1 percent lead by weight (calculated as lead metal) in the total nonvolatile content of the paint, or the equivalent measure of lead in the dried film of paint already applied, or both.  
(End of Clause)

**AGAR 452.236-72 -- USE OF PREMISES**

As prescribed in [436.571](#), insert the following clause

**USE OF PREMISES (NOV 1996)**

- (1) Before any camp, quarry, borrow pit, storage, detour, or bypass site, other than shown on the drawings, is opened or operated on USDA land or lands administered by the USDA, written permission shall be obtained through the Contracting Officer. A camp is interpreted to include the camp site or trailer parking area of any employee working on the project for the Contractor.
- (b) Unless excepted elsewhere in the contract, the Contractor shall (i) provide and maintain sanitation facilities for the workforce at the site and (ii) dispose of solid waste in accordance with applicable Federal, State and local regulations.  
(End of Clause)

**AGAR 452.236-74 Control of Erosion, Sedimentation, and Pollution.**

As prescribed in [436.574](#), insert the following clause:

**CONTROL OF EROSION, SEDIMENTATION, AND POLLUTION (NOV 1996)**

- (a) Operations shall be scheduled and conducted to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, and impoundments (lakes, reservoirs, etc.).
- (b) Pollutants such as fuels, lubricants, bitumen's, raw sewage, and other harmful materials shall not be discharged on the ground; into or nearby rivers, streams, or impoundments; or into natural or man-made channels. Wash water or waste from concrete or aggregate operations shall not be allowed to enter live streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.
- (c) Mechanized equipment shall not be operated in flowing streams without written approval by the Contracting Officer.  
(End of clause)

**AGAR 452.237-74 -- KEY PERSONNEL (FEB 1988)**

- (a) The contractor shall assign to this contract the following key personnel:

Title(s):	Name(s):
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**Site Superintendent** \_\_\_\_\_

- (b) During the first **ninety (90) days** of performance, the contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The contractor shall notify the Contracting Officer within **15 calendar days** after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-period, the contractor shall submit the information required by paragraph (c) to the Contracting Officer at least **15 days** prior to making any permanent substitutions.
- (c) The contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the person(s) being replaced. The Contracting Officer will notify the contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.  
(End of Clause)

**452.237-75 Restrictions Against Disclosure.**

As prescribed in 437.110(e), insert a clause substantially as follows:

**RESTRICTIONS AGAINST DISCLOSURE (FEB 1988)**

(a) The Contractor agrees, in the performance of this contract, to keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part in any manner or form, or to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the Contractor determines or has reason to suspect a breach of this requirement.

(b) The Contractor agrees not to disclose any information concerning the work under this contract to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

(End of Clause)

## **H.2 CONSTRUCTION PROGRESS AND PAYMENT SCHEDULE**

(a) Within **14 days after the date of receipt of award**, the contractor shall prepare and submit to the Contracting Officer for approval, the original copy of ARS Form 371, Construction Progress and Payment Schedule. This form will serve as a Schedule of Estimates, Progress Schedule, and when used with ARS Form 372, it will be the basis for Requests for Partial Payment. The values employed in making the schedule will be used only for determining partial payments and will not be considered as establishing a basis for additions to or deductions from the contract. A copy of the approved schedule will be returned to the contractor.

(b) Samples of both ARS Forms 371 and 372 are available upon request. A supply of these forms together with instruction for completion of ARS Form 371 will be mailed to the contractor with the Notice of Award.

(c) ARS Form 371 is required even though progress or partial payments are not requested.

(d) The need by an offeror for partial or progress payments, when authorized in the payment provisions of this request for proposals, will not be treated as a handicap in making the award.

## **H.3 UTILITIES OUTAGE**

Any interruption of utilities or services that would interfere with the operation of the facility will be permitted only with prior written approval from the Contracting Officer. Any utilities or service connections made at other than normal working hours will be at no additional cost to the Government. Permission to make such an interruption shall be requested in writing to the Contracting Officer, at least **three (3) days prior** to the day of interruption. Failure by the Contractor to comply with this requirement will cause the Contractor to be subject to liability for actual damages.

## **H.4 COOPERATION WITH OTHER CONTRACTORS**

During the period of construction for the work covered by this contract, other contractors performing work for the Government may be operating concurrently at the site. To minimize interference and delay to the construction progress of all concerned, all contractors shall cooperate with each other and coordinate their construction operations to the fullest extent. As far as practicable, all contractors performing work for the Government at the site shall have equal rights to the use of all referenced facilities. In a dispute regarding the use of such facilities, the matter shall be referred to the Contracting Officer.

## **H.5 SUBMITTALS AND SHOP DRAWINGS**

(a) The Contractor shall submit for approval, shop drawings of all manufactured products required in the construction for which such drawings are hereinafter required. When approved, one set will be retained; one set forwarded to the Government representative on the job and two sets forwarded to the Contractor. When changes or corrections are necessary, two sets will be returned to the Contractor with such corrections noted thereon, and he shall resubmit revised prints.

(b) Shop drawings shall be marked with the contract number and Work Order Number, project description, name of the Contractor, and accompanied by a letter of transmittal. If the shop drawings show variations from the contract requirements because of standard shop practice or other reason, the Contractor shall make specific mention of such variations in his letter of transmittal.

(c) Approval of shop drawings will be general and will not relieve the Contractor from the responsibility of furnishing material and work required by the contract.

(d) Shop drawings shall be submitted for approval in ample time to permit checking of the drawings, allow the Contractor to make any corrections and resubmit drawings prior to the time construction is started on

work covered by any drawings.

(e) Nonapproval of equipment due to failure to meet specifications, or nonapproval of the Contractor's drawings due to submission of incomplete or incorrect information cannot be considered as a basis for extension of time for completion of the contract.

(f) The quantity of shop drawings required are subject to change. This will occur only when the Government is under contract with an A-E firm to approve shop drawings. In this respect, A-E will coordinate final quantity required between all interested parties.

#### **H.6 LIST OF MATERIALS**

(a) The Contractor shall submit for approval a complete list, in duplicate, of brands, type, and make of various equipment and materials proposed to be used. If the Contractor fails to submit such a list, or names of equipment which does not comply with the specifications, or if the manufacturers named are unsatisfactory, the Government reserves the right to reject same and to select satisfactory substitute materials. This selection shall be final and binding upon the Contractor, and the work shall be installed on this basis without change in contract price.

(b) In order to properly identify and to prove compliance with the requirements of the specifications, the Contractor shall give the following data for each product included in the list of materials.

Section heading of the specifications under which material is specified.

Manufacturer's name and address.

Grade, type, trade or catalog number.

Size, capacity, and other pertinent data.

(c) All materials, fixtures, and equipment furnished and installed under this contract shall be new and of the best quality; shall be standard cataloged products or reputable manufacturers products or of special manufacture, satisfying completely the contract requirements.

(d) Similar items, unless otherwise specified herein or approved by the Contracting Officer, shall be the product of the same manufacturer, and those fulfilling the same requirements as to size and construction shall be identical.

(e) Substitutions and/or Approved Equal: Where particular make, brand or type of material or equipment is mentioned in these specifications, it is to denote quality standard of article desired, but does not restrict contractor to brand specified; however, any substitution must be met with approval of the Contracting Officer. Other products comparable in type, quality, utility, and price are acceptable if approved by the Contracting Officer. Burden of proof of equality shall rest with the Contractor. The Contracting Officer shall be sole judge of paralleled quality.

#### **H.7 PROPERTY DAMAGE LIABILITY INSURANCE**

The Contractor shall ensure that the property damage liability insurance policy (or rider) required by FAR 52.228-5, Insurance-Work on a Government Installation, is in full compliance with all the terms and conditions of this contract. The policy shall not contain any exclusions or exceptions that would limit or adversely affect the Government's rights and remedies under any other clause in this contract or other Federal regulation or law. Should there be any exclusions or exceptions contained in the policy that limits or adversely affects the Government's rights, the Contractor shall be responsible for the full amount of any damages that occur to the immediate facilities, adjacent facilities/property, and other Government property under the control of the Contractor due to fraud, negligence, vandalism, willful misconduct, or violation of Federal, state, or local safety regulations, building codes and laws. The Contractor shall have full responsibility and is liable for these facilities and properties until the Government has accepted the contract as being completed in full and a release from claims has been received from the Contractor.

For those areas where the Government has taken "beneficial occupancy" prior to completion and acceptance of the whole contract, the contractor shall not be responsible for those specific areas under Government control, except in such instances where damage occurs to those areas as a result of negligence, fraud, vandalism, willful misconduct, or violation of Federal, state, or local safety regulations, building codes, or laws in those areas under the control of the Contractor.

This liability and responsibility includes the activities of all the Contractor's personnel, their subcontractors and suppliers.

#### **H.8 SUBCONTRACTORS, OUTSIDE ASSOCIATES AND CONSULTANTS**

Any subcontractors, outside associates or consultants required by the Contractor in connection with the services covered by the contract will be limited to individuals or firms that were specifically identified at time of award or agreed upon during negotiations. The Contractor shall obtain the Contracting Officer's

written consent before making any substitution for these individuals or firms.

**End of this section**

**I - SECTION I - Contract Clauses/Provisions**  
**Clauses/Provisions**

**I.1 CONTRACT CLAUSES INCLUDED BY FULL TEXT:**

**FAR 52.222-36 – Equal Opportunity for Workers With Disabilities**

As prescribed in [22.1408\(a\)](#), insert the following clause:

**Equal Opportunity for Workers With Disabilities (Jul 2014)**

(a) *Equal opportunity clause*. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified

individuals on the basis of disability and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

**FAR 52.222-42 -- Statement of Equivalent Rates for Federal Hires.**

As prescribed in [22.1006\(b\)](#), insert the following clause:

**Statement of Equivalent Rates for Federal Hires (May 2014)**

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:  
It is not a Wage Determination*

Employee Class	Monetary Wage -- Fringe Benefits

(End of Clause)

**FAR 52.223-20 – Aerosols.**

As prescribed in [23.804\(a\)\(3\)](#), insert the following clause:

**Aerosols (Jun 2016)**

(a) *Definitions.* As used in this clause--

“Global warming potential” means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide’s global warming potential is defined as 1.0.

“High global warming potential hydrofluorocarbons” means any hydrofluorocarbons in a particular end use for which EPA’s Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at <http://www.epa.gov/snap/>.

“Hydrofluorocarbons” means compounds that contain only hydrogen, fluorine, and carbon.

(b) Unless otherwise specified in the contract, the Contractor shall reduce its use, release, or emissions of high global warming potential hydrofluorocarbons, when feasible, from aerosol propellants or solvents under this contract. When determining feasibility of using a particular alternative, the Contractor shall consider environmental, technical, and economic factors such as--

- (1) In-use emission rates, energy efficiency;
- (2) Safety, such as flammability or toxicity;
- (3) Ability to meet technical performance requirements; and
- (4) Commercial availability at a reasonable cost.

(c) The Contractor shall refer to EPA’s SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at <http://www.epa.gov/snap/>.

(End of clause)

**FAR 52.223-21 Foams.**

As prescribed in [23.804\(a\)\(4\)](#), insert the following clause:

**Foams (Jun 2016)**

(a) *Definitions.* As used in this clause--

“Global warming potential” means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

“High global warming potential hydrofluorocarbons” means any hydrofluorocarbons in a particular end use for which EPA’s Significant New Alternatives Policy (SNAP) program has identified other acceptable

alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82 subpart G with supplemental tables of alternatives available at <http://www.epa.gov/snap/>.

“Hydrofluorocarbons” means compounds that contain only hydrogen, fluorine, and carbon.

(b) Unless otherwise specified in the contract, the Contractor shall reduce its use, release, and emissions of high global warming potential hydrofluorocarbons and refrigerant blends containing hydrofluorocarbons, when feasible, from foam blowing agents, under this contract. When determining feasibility of using a particular alternative, the Contractor shall consider environmental, technical, and economic factors such as—

- (1) In-use emission rates, energy efficiency, and safety;
- (2) Ability to meet performance requirements; and
- (3) Commercial availability at a reasonable cost.

(c) The Contractor shall refer to EPA’s SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82 subpart G with supplemental tables available at <http://www.epa.gov/snap/>.

(End of clause)

**FAR 52.228-13 -- Alternative Payment Protections.**

As prescribed in [28.102-3\(b\)](#), insert the following clause:

**Alternative Payment Protections (Jul 2000)**

(a) The Contractor shall submit one of the following payment protections:

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(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within \_\_\_\_\_ days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of Clause)

**AGAR 452.209-71 Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (FEB 2012)**

(a) This award is subject to the provisions contained in sections 738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies appropriations Act, 2012, P. L. No. 112-55, Division A, as amended and / or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it:

(1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal or State law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, USDA, ARS may terminate this contract for default and may recover any funds the awardee has received in violation of sections 738 or 739, as amended and/or subsequently enacted.

(End of Clause)

**AGAR 452.228-71 -- INSURANCE COVERAGE - ALT 1 (NOV 1996)**

As prescribed in [428.310](#), insert the following clause:



Pursuant to FAR clause 52.228-5, Insurance-Work on a Government Installation, the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

(a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage.

Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(b) General Liability.

(1) The contractor shall have bodily injury liability insurance coverage written on a comprehensive form of policy of at least \$500,000 per occurrence.

(2) The Contractor shall have property damage liability insurance in the amount of \$500,000 per occurrence.

(c) Automobile Liability. The Contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage covering the operations of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage or loss.

(d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger injury. Coverage for passenger injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of Clause)

#### **AGAR 452.232-70 Reimbursement for Bond Premiums--Fixed-Price Construction**

As prescribed in [432.111](#), insert the following clause:

##### **REIMBURSEMENT FOR BOND PREMIUMS--FIXED-PRICE CONSTRUCTION CONTRACTS (NOV 1996)**

The Contract Price includes the total amount for premiums that the Contractor attributes to the furnishing of performance and payment bonds required by the contract. Reimbursement for bond premiums under the clause at FAR [52.232-5](#), Payments Under Fixed-Price Construction Contracts, shall not cover any amount therefor not included in the contract price.

(End of clause)

#### **I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract 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 a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/?q=browsefar>

<http://www.dm.usda.gov/procurement/policy/agar.htm>

(End of Clause)

#### **CONTRACT CLAUSES INCLUDED BY REFERENCE:**

FAR 52.204-2 -- Security Requirements (Aug. 1996)

FAR 52.204-9 -- Personal Identity Verification of Contractor Personnel (Jan 2011)

FAR 52.204-12 -- Data Universal Numbering System Number Maintenance (Oct 2016)

FAR 52.204-13 -- System for Award Management Maintenance (Oct 2018)

FAR 52.204-23 -- Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021)

FAR 52.204-25 -- Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021)

FAR 52.209-6 -- Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Nov 2021)

FAR 52.209-10-- Prohibition on Contracting With Inverted Domestic Corporations (Nov 2015)

FAR 52.214-29 -- Order of Precedence -- Sealed Bidding (Jan 1986)

FAR 52.219-6 -- Notice of Total Small Business Set-Aside (Mar 2020)

FAR 52.219-28 -- Post-Award Small Business Program Representation (Sep 2021)

FAR 52.222-1 -- Notice to the Government of Labor Disputes (Feb 1997)  
FAR 52.222-2 -- Payment for Overtime Premiums (Jul 1990)  
FAR 52.222-3 -- Convict Labor (June 2003)  
FAR 52.222-21 -- Prohibition of Segregated Facilities (Apr 2015)  
FAR 52.222-26 -- Equal Opportunity (Sep 2016)  
FAR 52.222-41 -- Service Contract Labor Standards (Aug 2018)  
FAR 52.222-43 -- Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment  
(Multiple Year and Option Contracts).(Aug 2018)  
FAR 52.222-44 -- Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment.  
(May 2014)  
FAR 52.222-50 -- Combating Trafficking in Persons (Nov 2021)  
FAR 52.222-55 -- Minimum Wages Under Executive Order 13658 (Jan 2022)  
FAR 52.222-62 -- Paid Sick Leave Under Executive Order 13706 (Jan 2022)  
FAR 52.223-2 -- Affirmative Procurement of Biobased Products Under Service and Construction  
Contracts (Sep 2013)  
FAR 52.223-3 -- Hazardous Material Identification and Material Safety Data (JAN 1997)  
Alternate I (Jul 1995)  
FAR 52.223-5 -- Pollution Prevention and Right-to-Know Information. (May 2011)  
FAR 52.223-12 -- Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air  
Conditioners (Jun 2016)  
FAR 52.223-15 -- Energy Efficiency in Energy-Consuming Products (May 2020)  
FAR 52.223-17 -- Affirmative Procurement of EPA-Designated Items in Service and Construction  
Contracts (Aug 2018)  
FAR 52.223-18 -- Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020)  
FAR 52.223-19 -- Compliance with Environmental Management Systems (May 2011)  
FAR 52.224-1 -- Privacy Act Notification (Apr 1984)  
FAR 52.224-2 -- Privacy Act (Apr 1984)  
FAR 52.225-13 -- Restriction on Certain Foreign Purchases (Jun 2008)  
FAR 52.227-1 -- Authorization and Consent (Jun 2020)  
FAR 52.228-2 -- Additional Bond Security (Oct 1997)  
FAR 52.228-11 -- Pledges of Assets (DEVIATION Feb 2021)  
FAR 52.228-12 -- Prospective Subcontractor Requests for Bonds (May 2014)  
FAR 52.228-14 -- Irrevocable Letter of Credit (Nov 2014)  
FAR 52.229-4 -- Federal, State, and Local Taxes (State and Local Adjustments) (Feb 2013)  
FAR 52.232-23 -- Assignment of Claims (May 2014)  
FAR 52.232-25 -- Prompt Payment (Jan 2017)  
FAR 52.232-33 -- Payment by Electronic Funds Transfer-- System for Award Management (Oct 2018)  
FAR 52.232-39 -- Unenforceability of Unauthorized Obligations (Jun 2013)  
FAR 52.232-40 -- Providing Accelerated Payments to Small Business Subcontractors (DEVIATION Nov  
2021)  
FAR 52.233-3 -- Protest after Award (Aug. 1996)  
FAR 52.233-4 -- Applicable Law For Breach Of Contract Claim (OCT 2004)  
FAR 52.236-1 -- Performance of Work by the Contractor (Apr 1984)  
FAR 52.236-2 -- Differing Site Conditions (Apr 1984)  
FAR 52.236-3 -- Site Investigation and Conditions Affecting the Work (Apr 1984)  
FAR 52.236-6 -- Superintendence by the Contractor (Apr 1984)  
FAR 52.236-7 -- Permits and Responsibilities (Nov 1991)  
FAR 52.236-8 -- Other Contracts -- (Apr 1984)  
FAR 52.236-9 -- Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr  
1984)  
FAR 52.236-10 -- Operations and Storage Areas (Apr 1984)  
FAR 52.236-12 -- Cleaning Up (Apr 1984)  
FAR 52.236-13 -- Accident Prevention (Nov 1991)  
FAR 52.236-14 -- Availability and Use of Utility Services (APR 1984)  
FAR 52.236-26 -- Preconstruction Conference (FEB 1995)  
FAR 52.237-2 -- Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)  
FAR 52.237-5 -- Payment by Contractor to Government (Apr 1984)  
FAR 52.243-4 -- Changes (Jun 2007)  
FAR 52.244-6 -- Subcontracts for Commercial Items (DEVIATION APR 2020)  
FAR 52.249-1 -- Termination for Convenience of the Government (Fixed-Price) (Short Form) (Apr 1984)

FAR 52.249-3 -- Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements (Apr 2012)  
FAR 52.249-10 -- Default (Fixed-Price Construction) (APR 1984)  
Alternate I (APR 1984)  
FAR 52.253-1 -- Computer Generated Forms (JAN 1991)

(END CLAUSES BY REFERENCE)

**Note:** In addition to the requirements of FAR 52.223-2; The contractor shall provide a copy of the biobased products report, on the product types and dollar value of any USDA-designated biobased products purchased by the contractor during the previous fiscal year, to the USDA environmental point of contact:

Karen Zhang  
[Karen.Zhang@dm.usda.gov](mailto:Karen.Zhang@dm.usda.gov)  
Phone: 202-401-4747

**I.3 CONTRACT PROVISION INCLUDED BY REFERENCE:**

FAR 52.228-1 -- Bid Guarantee (SEPT 1996)

(END PROVISIONS BY REFERENCE)

**End of this section**

**J - SECTION J - List of Documents, Exhibits, and Other Attachments**

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

<b><u>ATTACHMENT NO.</u></b>	<b><u>TITLE</u></b>	<b><u>#OF PAGES</u></b>
1	SF 1442	3
2	Statement of Work (SOW)	15
3	* Wage Grade Determination Number 2015-4431	10

**NOTICES**

\* Attachment 1: If any of the Department of Labor (DOL) wage rates are below the Federal Minimum Wage, Fair Labor Standards Act (FLSA) rate, the FLSA rate shall take precedence.

**End of this section**

**K - SECTION K - Representations, Certifications, and Other Statements of Offerors Provisions**

**K.1 CONTRACT CLAUSES INCLUDED BY FULL TEXT:**

**FAR 52.203-2 -- Certificate of Independent Price Determination.**

As prescribed in [3.103-1](#), insert the following provision. If the solicitation is a Request for Quotations, the terms "Quotation" and "Quoter" may be substituted for "Offer" and "Offeror."

**Certificate of Independent Price Determination (Apr 1985)**

- (a) The offeror certifies that --
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --
    - (i) Those prices;
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory --
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
  - (2)
    - (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ *[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization]*;
    - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and
    - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.
- (End of Provision)

**FAR 52.204-8 -- Annual Representations and Certifications.**

As prescribed in [4.1202](#) (a), insert the following provision:

**Annual Representations and Certifications (May 2020)**

- (a)
- (1) The North American Industry classification System (NAICS) code for this acquisition is 238910.
  - (2) The small business size standard is \$16.5M.
  - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is employees.
- (b)
- (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
  - (2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror

may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services—Representation. This

provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(viii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II).

This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

- (xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitation that include the clause at 52.204-7.
- (xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xxi) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certification. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

☒ (i) 52.204-17, Ownership or Control of Offeror.

☒ (ii) 52.204-20, Predecessor of Offeror.

☒ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☒ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

☐ (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

☐ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (vii) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☒ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number,

*title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of Provision)

Alternate I (MAR 2020). As prescribed in 4.1202(a), substitute the following paragraph

(a) for paragraph (a) of the basic provision:

(a)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

NAICS code	Size standard
238910	\$16.5M
_____	_____
_____	_____

(2) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture (i.e., nonmanufacturer), is 500 employees.

**FAR 52.204-20 – Predecessor of Offeror**

As prescribed in [4.1804](#)(d), insert the following provision:

**PREDECESSOR OF OFFEROR (AUG 2020)**

(a) Definitions. As used in this provision—

“Commercial and Government Entity (CAGE) code” means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated “is” in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_\_ (or mark “Unknown”)

Predecessor legal name: \_\_\_\_\_

(Do not use a “doing business as” name)

(End of provision)

**FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.**

As prescribed in [4.2105](#)(a), insert the following provision:

**Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment  
(Nov 2021)**

The Offeror shall not complete the representation in this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the



provision at [52.204-26](#), Covered Telecommunications Equipment or Services-Representation, or in paragraph (v) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items.

(a) *Definitions*. As used in this provision—

“Covered telecommunications equipment or services”, “critical technology”, and “substantial or essential component” have the meanings provided in clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation*. The Offeror represents that it ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(e) *Disclosures*. If the Offeror has represented in paragraph (d) of this provision that it “will” provide covered telecommunications equipment or services”, the Offeror shall provide the following information as part of the offer—

(1) A description of all covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

#### **FAR 52.204-26 Covered Telecommunications Equipment or Services-Representation.**

As prescribed in [4.2105\(c\)](#), insert the following provision:

##### **Covered Telecommunications Equipment or Services-Representation (Oct 2020)**

(a) *Definitions*. As used in this provision, “covered telecommunications equipment or services” has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) *Representation*. The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

#### **FAR 52.209-5 -- Certification Regarding Responsibility Matters. (Aug 2020)**

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and (C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and (D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a

determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

**FAR 52.209-11 – Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law**

As prescribed in [9.104-7](#)(d), insert the following provision:

**Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)**

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

**FAR 52.214-14 -- Place of Performance -- Sealed Bidding.**

As prescribed in [14.201-6](#)(h), insert the following provision:

**Place of Performance -- Sealed Bidding (Apr 1985)**

(a) The bidder, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend *[check applicable box]* to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks “intends” in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, Zip Code)	Name and address of Owner and Operator of the Plant or Facility if Other than Bidder

(End of Provision)

**FAR 52.219-1 -- Small Business Program Representations.**

As prescribed in [19.309](#)(a)(1), insert the following provision:

**Small Business Program Representations (Mar 2020)**

(a) *Definitions.* As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern”--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Veteran-owned small business concern” means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 238910.

(2) The small business size standard is \$16.5M

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture (i.e., nonmanufacturer), is 500 employees.

(c) *Representations.*

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.]* The offeror represents as part of its offer that—

- (i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.
- (5) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.]* The offeror represents as part of its offer that--
- (i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
- (6) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (7) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.]* The offeror represents as part of its offer that is ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (8) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that --
- (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and
- (ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --
- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

*Alternate I (Mar 2020).* As prescribed in [19.309\(a\)\(2\)](#), add the following paragraph (c)(9) to the basic provision:

- (9) *[Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.]* The offeror shall check the category in which its ownership falls:

- \_\_\_ Black American.  
 \_\_\_ Hispanic American.  
 \_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).  
 \_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).  
 \_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).  
 \_\_\_ Individual/concern, other than one of the preceding.

*Alternate II (Mar 2020).* As prescribed in 19.309(a)(3), substitute the following paragraphs (b) and (c)(1) for paragraphs (b) and (c)(1) of the basic provision:

(b)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

NAICS code	Size standard
238910	\$16.5M
_____	_____
_____	_____

(2) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture (i.e., nonmanufacturer), is 500 employees.

(c) Representations. (1) The Offeror shall represent its small business size status for each one of the NAICS codes assigned to this acquisition under which it is submitting an offer.

NAICS code	Small business concern (yes/no)
238910	yes
_____	_____
_____	_____

#### **FAR 52.219-2 -- Equal Low Bids.**

As prescribed in [19.309](#) (b), insert the following provision:

##### **Equal Low Bids (Oct 1995)**

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

---

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of Provision)

#### **FAR 52.222-22 -- Previous Contracts and Compliance Reports**

As prescribed in [22.810](#)(a)(2), insert the following provision:

##### **Previous Contracts and Compliance Reports (Feb 1999)**

The offeror represents that --

- (a) It \* has, \* has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;  
 (b) It \* has, \* has not filed all required compliance reports; and  
 (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.



(End of Provision)

**FAR 52.222-25 -- Affirmative Action Compliance.**

As prescribed in [22.810](#)(d), insert the following provision:

**Affirmative Action Compliance (Apr 1984)**

The offeror represents that --

- (a) It \* has developed and has on file, \* has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It \* has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

**FAR 52.225-20 -- Prohibition on Conducting Restricted Business Operations in Sudan--Certification**

As prescribed in [25.1103](#)(d), insert the following provision:

**Prohibition on Conducting Restricted Business Operations in Sudan--Certification (Aug 2009)**

(a) *Definitions.* As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspend.

(b) *Certification.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of provision)

**K.2 CONTRACT PROVISION INCLUDED BY REFERENCE:**

FAR 52.203-11 -- Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007)

FAR 52.204-5 -- Women-Owned Business (Other Than Small Business) (Oct 2014)

FAR 52.204-17 -- Ownership or Control of Offeror (Aug 2020)

FAR 52.209-2 -- Prohibition On Contracting With Inverted Domestic Corporations--Representation (Nov 2015)

FAR 52.222-38 -- Compliance With Veterans' Employment Reporting Requirements (Feb 2016)

FAR 52.223-1 -- Biobased Product Certification (MAY 2012)

FAR 52.223-4 -- Recovered Material Certification (MAY 2008)

FAR 52.225-25 -- Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification (Jun 2020)

(End of provisions)

**K.3 CONTRACT CLAUSE INCLUDED BY REFERENCE:**

FAR 52.204-19 -- Incorporation by Reference of Representations and Certifications (Dec 2014)

(End of clauses)

**K.4 DUPLICATION OF COST**

The offeror represents and certifies that any changes contemplated and included in its estimate of cost for performance are not duplicates of any charges against any other Government contract, subcontract, or other Government source.

**End of this section**



**L - SECTION L - Instructions, Conditions, and Notices to Offerors or Respondents  
Provisions**

**L.1 CONTRACT PROVISIONS INCLUDED BY FULL TEXT:**

**FAR 52.216-1--Type of Contract**

As prescribed in [16.105](#), complete and insert the following provision:

**Type of Contract (Apr 1984)**

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.  
(End of Provision)

**FAR 52.233-2-- Service of Protest**

As prescribed in [33.106](#), insert the following provision:

**Service of Protest (Sep 2006)**

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

USDA/ARS/SEA  
ATTN: Monte Jordan  
141 Experiment Station  
Road  
Stoneville, MS 38776

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

**FAR 52.236-27 -- Site Visit (Construction).**

As prescribed in [36.523](#), insert a provision substantially the same as the following:

**Site Visit (Construction) (Feb 1995)**

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits is scheduled for Tuesday, August 2, 2002 at 11:00 a.m. Eastern Time (ET).

Name: **Melvin Johnson (Point of Contact)**

Address: 2611 West Lucas Street  
Florence, SC 29501

Telephone: (843)669-5203 ext. 301, Email: [mel.johnson@usda.gov](mailto:mel.johnson@usda.gov)  
(End of Provision)

**FAR 52.237-1 -- Site Visit.**

As prescribed in [37.110](#)(a), insert the following provision:

**Site Visit (Apr 1984)**

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of Provision)

**AGAR Provisions**

**452.204-70 Inquiries.**

As prescribed in [404.7001](#), insert the following provision:

**Inquiries (Feb 1988)**

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the contracting officer issuing the solicitation about any aspect of this requirement prior to contract award.

(End of Provision)

**AGAR 452.219-70 Size Standard and NAICS Code Information.**

As prescribed in [419.508](#), insert the following provision:

**SIZE STANDARD AND NAICS CODE INFORMATION (SEP 2001)**

The North American Industrial Classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s): 001

-- NAICS Code 238910

-- Size Standard \$16.5 Mil

(End of provision)

**AGAR 452.228-70 Alternative Forms of Security.**

As prescribed in [428.204-2](#), insert the following provision:

**ALTERNATIVE FORMS OF SECURITY (NOV 1996)**

If furnished as security, money orders, drafts, cashier's checks, or certified checks shall be drawn payable to: USDA, Agricultural Research Service.

(End of Provision)

**L.2 CONTRACT PROVISIONS INCLUDED BY REFERENCE:**

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

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

<https://www.acquisition.gov/?q=browsefar> (FAR)

<http://www.dm.usda.gov/procurement/policy/agar.htm> (AGAR)

(End of Provision)

FAR 52.204-6 Data Universal Numbering System Number (Oct 2016)

FAR 52.204-7 -- System for Award Management (Oct 2018)

FAR 52.204-16 -- Commercial and Government Entity Code Reporting (Aug 2020)

FAR 52.207-1 -- Notice of Standard Competition (May 2006)

FAR 52.215-3 -- Request for Information or Solicitation for Planning Purposes (Oct 1997)

(End of Provisions)

**CONTRACT CLAUSES INCLUDED BY REFERENCE:**

FAR 52.204-18 -- Commercial and Government Entity Code Maintenance (Aug 2020)

(End of Clauses)

### **L.3 INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS**

**PROPOSAL MATERIALS:** Solicitation materials consisting of drawings, specifications, contract forms and any issued. Amendments will be posted at <https://beta.SAM.gov>. Enter 12405B22Q0282 into the search box to access the solicitation materials. This is the only official location where these documents can be obtained and where updates are posted. No 'hard copy' solicitation materials are available.

**PROPOSAL SUBMISSION:** The following electronic documents are to be included in the proposal submission: one (1) fully completed and signed SF 1442 Offer page, acknowledgment of all SF 30 amendments completing blocks 15a, b, and c of the Amendment and attaching to the SF 1442 Offer page; offer amounts are entered in block 17 of the SF1442 Offer page; One (1) Quotation on company letterhead detailing the item description, unit price per item, shipping/handling/delivery costs, and total price valid for at least 60 days after receipt of quotation. One (1) FAR 52.212-3, Offeror Representations and Certification – Commercial Items; The representation and Certification section must be completed electronically in the System for Award Management (SAM) website at [www.sam.gov](http://www.sam.gov). One (1) completed/signed SF 24 Bid Bond (if required, see block 13B. of the SF1442 Offer page. Offerors are responsible for insuring and verifying their offer and all required proposal documents are received at the office designated in block 8 of the SF 1442 and by the date and time specified in block 13A of the SF 1442 (subject to amendment).

The contractor shall provide a completed Offer Schedule to include:

1. Breakdown of labor categories and the number of hours for each that you intend to use by task.
2. Breakdown of materials for each labor category.
3. Breakdown of equipment for each labor category.
4. Breakdown of all subcontractor proposals as described in items (1 through 3 above).

The Contractor shall provide a list of three (3) to five (5) projects describing their past performance in performing the same or similar work under contract vehicles similar (or larger) in size, scope and complexity to those requirements outlined in this RFP. For each project include:

1. Name of the project;
2. Brief description of contract work, scope, responsibilities and how and why it relates to this requirement;
3. Contract number, date and type;
4. Name and address of the procuring Government agency or non-government agency;
5. Initial contract amount and final contract amount;
6. Any problems encountered in performance of the work and corrective actions(s) taken, and;
7. Name(s), telephone number(s) and e-mail address of references from the procuring agency or customer who may be contacted for further information.

Please make sure the point of contact information is current – failure to provide current information may have an adverse impact on ARS' ability to evaluate your proposal.

All projects submitted must have been performed within the last 3 years. References other than those identified by the offeror may be contacted by the Government, with the information received used in the evaluation of past performance. ARS reserves the right to consider other information or sources at its disposal during the evaluation of the past performance factor.

### **PROJECT INFORMATION**

**PROJECT TITLE:** Demolish and Dispose Greenhouse#3

**PROJECT LOCATION:** USDA/ARS/SEA, Coastal Plains Soil, Water, and Plant Research Center

**MAGNITUDE OF CONSTRUCTION:** Between \$ 25,000 and \$100,000

**TYPE CONSTRUCTION:** Building

**NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM CODE: (NAICS):** 238910

**SMALL BUSINESS SIZE STANDARD:** \$16.5 Mil

**PERIOD OF PERFORMANCE:** 45 calendar days from receipt of Notice to Proceed for Base Offer.

**WAGE DETERMINATION:** Department of Labor Wage Determination Number 2015-4431 is included as an attachment to solicitation and is applicable to any resultant contract. If necessary, subsequent revisions

will be posted to the solicitation via amendment prior to Proposal submission date. Revision may also be applicable prior to any contract award. Wage decisions are available at <https://beta.SAM.gov>.

**REQUESTS FOR INFORMATION (RFI):** To obtain clarifications and/or additional information concerning the contract requirements, specifications and/or drawings, submit a **written RFI, send via email to [monte.jordan@usda.gov](mailto:monte.jordan@usda.gov)**. The subject line of the email must read 'RFI – 12405B22Q0282'. RFIs must be specific identifying section, paragraph and page no. of the specifications or cite the drawing number and must be in question format. All RFIs submitted shall include the solicitation number and title, contractor name, city, state, telephone, email address, date submitted, and the RFI question(s). RFI responses will be posted to <https://beta.SAM.gov> as necessary in amendment format. **Deadline for submission of RFIs for this solicitation is 12:00 p.m. Central Time (CT) Wednesday, August 3, 2022.** No questions will be answered after this date unless determined to be in the best interest of the Government as deemed by the Contracting Officer. Telephone requests for information will not be accepted or returned.

### **TYPE OF SET-ASIDE**

**THIS SOLICITATION IS A 100% SET-ASIDE FOR SMALL BUSINESS.  
SEE THE SOLICITATION FOR ELIGIBILITY REQUIREMENTS.**

### **DATABASE REGISTRATION INFORMATION**

**SYSTEM FOR AWARD MANAGEMENT REGISTRATION:** The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of the Central Contractor Registration (CCR including FedReg), Online Representations and Certifications Application (ORCA), and the Excluded Parties List System (EPLS). Federal Acquisition Registrations require that federal contractors register in SAM at [www.sam.gov](http://www.sam.gov) and enter all mandatory information into the system.

**Warning:** Offerors are required to be registered in SAM at the time an offer is submitted in order to comply with the annual representations and certifications requirements. If registration is not fully validated the date Offers are due, offers may be considered non-responsive and rejected.

**THE EXCLUDED PARTIES LIST SYSTEM (EPLS):** To ensure that the individuals or businesses providing services under the contract have not engaged in fraud or abuse regarding Sections 1128 and 1128A of the Social Security Act regarding federal health care programs, the contractor is required to check the Excluded Parties List System (EPLS) located at [www.sam.gov](http://www.sam.gov) for each person or business providing services under this contract. During the performance of this contract the Contractor is prohibited from using any individual or business listed on the List of Excluded Individuals/Entities.

**VETS-4212 REPORTING REQUIREMENT:** Contractors are required to submit a required annual Form VETS-4212, Federal Contractor Veterans' Employment Report (VETS-4212 Report) in all cases where the contractor or subcontractor has received an award of \$100,000 or more in any fiscal year. Contracting Officers are prohibited from awarding a contract to a contractor that has not submitted a required VETS-4212 Report with respect to the preceding fiscal year if the contractor was subject to the reporting requirement of 38 U.S.C. 4212(d). Submit this report as soon as possible, if not already submitted, to avoid delays in the contract award process. For more information on this requirement and/or for completing the web-based reporting form, check the following website: <http://www.vets4212.dol.gov>. See FAR provision 52.222-38, Compliance with Veterans' Employment Reporting Requirements (FEB 2016) under the Representations, Certifications and Other Statements of Offerors, and FAR clause 52.222-37, Employment Reports Veterans (FEB 2016) under the General Conditions.

### **BONDING INFORMATION**

**BID GUARANTEE:** A bid guarantee is required in an amount not less than 20 percent of the proposed price but shall not exceed \$3,000,000 (for proposals of \$35,000 or more). Failure to furnish the required bid guarantee in the proper form and amount, by the time set for opening of proposals, shall require rejection of the proposal in all cases except those listed in Federal Acquisition Regulation (FAR) 28.101-4. Bid Bonds must be provided using Standard Form 24 (see FAR 28.106-1) and the form must be provided in original (no white outs, faxed or copied signatures, seals) with 'wet ink' signatures and contain the proper solicitation number, proposal opening date, and be from a corporate surety listed in Department of Treasury Circular 570. Individual sureties have to be acceptable to the Contracting Officer (see FAR 28.203) and be accompanied by Standard Form 28 Affidavit of Individual Surety. Other forms of bid security are acceptable as denoted in

solicitation provision FAR Part 28.203-2.

**PERFORMANCE AND PAYMENT BONDS:** In accordance with Contract Clause 52.228-15, and FAR 28.102, Contractors are reminded that any amount awarded over \$30,000.00 shall require a Payment Bond (SF 25A), and awards exceeding \$150,000.00 shall require both Payment and Performance Bonds (SF 25). Payment and Performance bonds are due no later than 10 days after notification of award. Bonds must be provided with original 'wet ink' signatures - no white outs or other corrections are allowable. Copies and facsimiles of bonds shall not be accepted.

**E-VERIFY SYSTEM:** Companies awarded a contract with the federal government shall enroll in E-Verify within 30 days of the contract award date. They shall also begin using the E-Verify system to confirm that all of their new hires and their employees directly working on federal contracts are authorized to legally work in the United States. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, to determine the eligibility of that employee to work in the United States. There is no charge to employers to use E-Verify. (FAR 52.222-54).

### **OTHER IMPORTANT OFFEROR INFORMATION**

#### **ADDITIONAL PRIME CONTRACTOR INFORMATION- SAFETY OR ENVIRONMENTAL VIOLATIONS AND EXPERIENCE MODIFICATION RATING INFORMATION:**

1. **All Offerors shall submit information pertaining to their past Safety and Environmental record.** (using the attached EMR information and certification form) pertaining to their past Safety and Environmental record. The information must contain a certification that the offeror has no more than three (3) serious, or one (1) repeat or one (1) willful OSHA or any EPA violation(s) in the past three years. If such certification cannot be made, a Offeror shall explain why and submit as much information as possible regarding the circumstances of its past safety and environmental record, including the number of EPA violations and/or the number of serious, repeat, and/or willful OSHA violations, along with a detailed description of those violations.
2. **All Offerors shall submit information regarding their current Experience Modification Rate (EMR). This information shall be obtained from the Offeror's insurance carrier and be furnished on the insurance carrier's letterhead.** If a Offeror's EMR is above 1.0, Offeror must submit a written explanation of the EMR from its insurance carrier furnished on the insurance carrier's letterhead, describing the reasons for the elevated EMR and the anticipated date the EMR may be reduced to 1.0 or below.
3. **Self-insured contractors or other contractors that cannot provide their EMR rating on insurance letterhead must obtain a rating from the National Council on Compensation Insurance, Inc. (NCCI) by completing/submitting form ERM-6 and providing the rating on letterhead from NCCI.** Note: Self-insured contractors or other contractors that cannot provide EMR rating on insurance letterhead from the states or territories of CA, DE, MI, NJ, ND, OH, PA, WA, WY, and Puerto Rico shall obtain their EMR rating from their state-run worker's compensation insurance rating bureau.
4. If the NCCI cannot issue an EMR because the Offeror lacks insurance history, Offeror shall submit a letter indication so from its insurance carrier furnished on the insurance carrier's letterhead and include a letter from the NCCI indicating that it has assigned Offeror a Unity Rating of 1.0.
5. The above information, along with other information obtained from Government systems, such as the OSHA and EPA online inspection history databases, will be used to make an initial Determination of Responsibility.
6. This requirement is applicable to all subcontracting tiers, and prospective prime contractors are responsible for determining the responsibility of their prospective subcontractors.

**CONFORMANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS:** The Contractor shall, as applicable, identify the biobased content level of the offered product(s). The content levels shall, at minimum, meet USDA BioPreferred's minimum biobased content level as identified on the [BioPreferred](#) web site. Note that the offered product is not required to be third-party certified and qualified under the USDA Certified Biobased Product Labeling Program. However, offerors must be able to demonstrate that the offered product meets minimum content levels upon request.

Offerors shall identify the product material and content levels (postconsumer content % and total recovered

materials content %) for each proposed product. The content levels shall, at minimum, meet the minimum recommended content levels as identified under the CPG program. For purposes of this contract, applicable content levels will be those published at the time of the offer due date.

Offerors shall identify the ENERGY STAR qualified product(s) by brand, model name, and model number to be supplied under this contract. Offerors should be prepared to provide evidence of product certification by an EPA-recognized certification body upon request.

In the technical proposal, offerors shall identify the FEMP-designated product(s) by brand, model name, and model number to be supplied under this contract. In addition, offerors shall provide supporting documentation, such as product specification sheets (or a link to supporting documentation), that clearly demonstrates compliance with the applicable FEMP energy efficiency requirements. Compliance must be determined based on the industry-recognized testing standards identified by FEMP.

Offerors shall identify the Safer Choice labeled product(s) by product name and manufacturer to be supplied under this contract. In addition, offerors shall provide evidence of product certification by EPA (i.e., Safer Choice Partnership Agreement or product listing on EPA's Safer Choice website).

Offerors shall identify the WaterSense labeled product(s) by brand, model name, and model number to be supplied under this contract. In addition, offerors shall provide evidence of product certification by an EPA-recognized certification body

**CONTRACT PROVISIONS INCLUDED BY REFERENCE:**

52.207-2 -- Notice of Streamlined Competition (May 2006)

**End of this section**

**M - SECTION M - Evaluation Factors for Award**

**M. 1                      CRITERIA FOR EVALUATING PROPOSALS**

**1. EVALUATION FACTORS FOR AWARD**

This solicitation is being issued pursuant to FAR Part 13 procedures. The Government anticipates award of a firm-fixed-price contract resulting from this solicitation to the responsible offeror whose quotation conforms to the specifications as described in the Statement of Work (SOW) that will be the most advantageous to the Government in accordance with FAR 13.106- 2(b)(3) considering three major areas: technical acceptance, past performance and price. Quotations will be evaluated by performing a comparative evaluation in accordance with FAR 13.106-2(b)(3) to determine which quotation represents the Lowest Price Technically Acceptable.

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**End of this section**