


SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 12505B22R0029	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 08/05/2022	PAGE	OF	PAGES
				1		44

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

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. 1076551	6. PROJECT NO.
7. ISSUED BY USDA ARS MWA AAO ACQ/PER PROP 1815 N UNIVERSITY STREET PEORIA IL 61604	CODE ARS-12505B	8. ADDRESS OFFER TO Melissa J. Grice ARS/AFM/MWAA/Acquisitions 1815 N. University Street Peoria, IL 61604	
9. FOR INFORMATION CALL: 	a. NAME MELISSA GRICE	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 970-631-4559	

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)

Electrical Improvements located at the USDA in Bowling Green, KY in accordance with the Statement of Work and supporting documents.

The North American Industry Classification System (NAICS) Code is 238210. The Small Business Size Standard is \$16.5 Million.

The magnitude of Construction is estimated to be less than \$25,000.00.

NOTE: Email responses in Adobe PDF format are hereby authorized for the submittal of offers and proposal information.

POC: Melissa Grice, Contract Specialist
Phone: 970-631-4559
Email: melissa.grice@usda.gov

11. The Contractor shall begin performance <u>10</u> calendar days and complete it within <u>90</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. The performance period is <input checked="" type="checkbox"/> mandatory <input 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 _____ copies to perform the work required are due at the place specified in Item 8 by <u>1000</u> (hour) local time <u>09/06/2022</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
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()
26. ADMINISTERED BY USDA ARS MWA AAO ACQ/PER PROP 1815 N UNIVERSITY STREET PEORIA IL 61604	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 _____ 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)	31a. NAME OF CONTRACTING OFFICER (Type or print) JOSHUA J. DOBEREINER
30b. SIGNATURE	31b. UNITED STATES OF AMERICA BY
30c. DATE	31c. DATE

CONTINUATION SHEET

 REFERENCE NO. OF DOCUMENT BEING CONTINUED
 12505B22R0029

PAGE

OF

3

44

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	Delivery: 90 Days After Notice to Proceed Delivery Location Code: ARS-12538K MWA FOOD ANIMAL ENVIRONMENTAL SYSTE 2413 NASHVILLE ROAD B-5 BOWLING GREEN KY 42101 US Period of Performance: 09/27/2022 to 12/16/2022 BASE BID: Contractor shall provide all plant, labor, transportation, material, tools, equipment, appliances, and supervision necessary for the furnishing and installation of electrical power panel, electric unit heater, 120 V outlets, light fixtures, and associated electrical installations as indicated on the Project Drawings and in accordance with this Statement of Work.				
0002	OPTION 01: Contractor shall provide all plant, labor, transportation, material, tools, equipment, appliances, and supervision necessary for the furnishing and installation of additional 120 V outlets and associated electrical installations as indicated on the Project Drawings and in accordance with this Statement of Work. (Option Line Item) 60 Days After Award				
0003	OPTION 02: Contractor shall provide all plant, labor, transportation, material, tools, equipment, appliances, and supervision necessary for the furnishing and installation of additional light fixtures, installation of circulating fans, and associated electrical installations as indicated on the Project Drawings and in accordance with this Statement of Work. (Option Line Item) 60 Days After Award				

B - SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS.....	5
B.1 SCOPE OF CONTRACT.....	5
B.2 SCHEDULE OF ITEMS.....	5
B.3 PERFORMANCE TIME	5
C - SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK	6
C.1 GENERAL INTENTION	6
C.2 DESCRIPTION OF WORK	6
C.3 BIOBASED REQUIREMENTS	7
C.4 TOOLS AND EQUIPMENT	8
C.5 CONTRACT CLAUSES INCLUDED BY FULL TEXT.....	10
D - SECTION D – PACKAGING AND MARKING.....	11
E - SECTION E – INSPECTION AND ACCEPTANCE	12
E.1 CONTRACT CLAUSES INCLUDED BY FULL TEXT	12
E.2 CONTRACT CLAUSES INCORPORATED BY REFERENCE	12
E.3 FINAL INSPECTION.....	12
E.4 FINAL ACCEPTANCE.....	12
F - SECTION F – DELIVERIES OR PERFORMANCE	13
F.1 CONTRACT CLAUSES INCLUDED BY FULL TEXT	13
F.2 CONTRACT CLAUSES INCORPORATED BY REFERENCE	13
G - SECTION G – CONTRACT ADMINISTRATION DATA	14
G.1 CONTRACTING OFFICER'S REPRESENTATIVE.....	14
G.2 CONTRACTOR PERFORMANCE INFORMATION AND CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS).....	14
G.3 INVOICE PREPARATION AND SUBMISSION	14
H - SECTION H – SPECIAL CONTRACT REQUIREMENTS	15
H.1 CONTRACT CLAUSES INCLUDED BY FULL TEXT	15
H.2 CONTRACT CLAUSES INCORPORATED BY REFERENCE	16
H.3 CONSTRUCTION PROGRESS AND PAYMENT SCHEDULE	16
H.4 UTILITIES OUTAGE.....	16
H.5 COOPERATION WITH OTHER CONTRACTORS.....	16
H.6 SUBMITTALS AND SHOP DRAWINGS	17
H.7 LIST OF MATERIALS	17
H.8 PROPERTY DAMAGE LIABILITY INSURANCE.....	18
H.9 SUBCONTRACTORS, OUTSIDE ASSOCIATES AND CONSULTANTS	18
H.10 BIOBASED PRODUCTS	18
H.11 ENERGY EFFICIENCY	18
I - SECTION I – CONTRACT CLAUSES	19
I.1 CONTRACT CLAUSES INCLUDED BY FULL TEXT	19
I.2 CONTRACT CLAUSES INCORPORATED BY REFERENCE:.....	23
J - SECTION J – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS	25
K - SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	26
K.1 CONTRACT CLAUSES INCLUDED BY FULL TEXT.....	26
K.2 CONTRACT PROVISIONS INCORPORATED BY REFERENCE.....	33
K.3 DUPLICATION OF COST	33
L - SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS.....	35
L.1 CONTRACT PROVISIONS INCLUDED BY FULL TEXT.....	35
L.2 CONTRACT PROVISIONS INCORPORATED BY REFERENCE.....	37
L.3 INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS	38
M - SECTION M – EVALUATION FACTORS FOR AWARD	43
M.1 CRITERIA FOR EVALUATING PROPOSALS	43
M.2 BASIS FOR AWARD	44

B - SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCOPE OF CONTRACT

The Contractor shall furnish all labor, materials, equipment, supplies, transportation, utilities, and supervision for Digester Shelter: Electrical Improvements in accordance with the clauses, specifications, drawings, attachments, and other terms and conditions set forth herein.

B.2 SCHEDULE OF ITEMS

Item #	Description	Price/Cost
1	Base Bid: Digester Shelter: Electrical Improvements	\$ _____
2	Option 01: Additional 120v outlets	\$ _____
3:	Option 02: Additional light fixtures and fans	\$ _____

B.3 PERFORMANCE TIME

Base Item: **90 calendar days after Notice to Proceed is issued.**

End of Section

C - SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 GENERAL INTENTION

C.1.1 It is the intention of this contract to Digester Shelter: Electrical Improvements.

C.2 DESCRIPTION OF WORK

C.2.1 Permits and Licenses. Pursuant to FAR 52.236-7 Permits and Responsibilities, the Contractor shall obtain all required permits, licenses, and authorizations to perform work under this contract and comply with all the applicable Federal, state, and local laws and regulations.

C.2.2 Directives, Instructions and References. Only the Contracting Officer shall issue directives/instructions defining the roles and responsibilities and appointment of a Contracting Officer Representative (COR); Location Monitor (LM); Project Manager (PM); Occupational Health & Safety Manager and/or any other functional appointment as deemed necessary for the scope of work.

C.2.3 The Contractor shall manage the total work effort associated with the services required to meet the performance objectives and standards. Such management includes but is not limited to planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and quality control. The Contractor shall provide a staff with the necessary management expertise to assure performance objectives and standards are met.

The Contracting Officer may at any time require samples, Material Safety Data Sheets (MSDS) or manufacturer's data cut sheets of materials used in this contract.

C.2.4 Management. The Contractor shall manage the total work effort associated with the services required to meet the performance objectives and standards. Such management includes but is not limited to planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and quality control. The Contractor shall provide a staff with the necessary management expertise to assure performance objectives and standards are met.

C.2.5 Service Interruptions/Utility Outages. If any utilities or other services must be discontinued (even temporarily) due to scheduled contract work, the Contractor shall notify the Contracting Officer Representative ten calendar days in advance to allow notification of affected tenants and customers. If the discontinued service is due to an emergency breakdown the Contractor shall notify the Contracting Officer Representative as soon as practicable. At a minimum, include the location of the outage, utilities being affected, duration of outage and any necessary sketches. Once approved, and prior to beginning work on the utility system requiring shut down, attend a pre-outage coordination meeting with the Contracting Officer to review the scope of work and the lock-out/tag-out procedures for worker protection. No work will be performed on energized electrical circuits unless proof is provided that no other means exist.

C.2.6 Key Personnel. The Contractor shall confirm to the Contracting Officer the List of Key Personnel and their qualifications provided as part of the proposal. The contractor will provide any additional information requested by the Contracting Officer to certify their qualifications.

C.2.7 Employee Requirements. The Contractor shall provide experienced, qualified, and capable personnel to perform the work in this contract. Personnel shall be fully knowledgeable of all safety and environmental requirements associated with the work they perform. Competent personnel shall be provided as required.

C.2.8 OSHA training requirements shall be strictly enforced prior to the commencement of work. The job superintendent must be an OSHA certified "competent person" with 30 hours of training and all other employees working on the project must have a minimum of 10 hours of OSHA training.

C.2.9 The job superintendent/OSHA certified competent person needs to be on site at all times when work is being done.

C.2.10 Employee Conduct. Contractor employees and Subcontractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.

C.2.11 Employee Appearance. The Contractor shall ensure that all employees present a professional appearance that is appropriate for their position. The Contracting Officer reserves the right to determine the acceptability of any clothing worn. All Contractor/Subcontractor employees working under this contract shall be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for required passes or badges.

C.2.12 Removal of Employees. The Contractor shall remove from the site any individual whose continued employment is deemed by the Contracting Officer to be contrary to the public interest or inconsistent with the best interests of Agricultural Research Service.

C.3 BIOBASED REQUIREMENTS

The United States Department of Agriculture (USDA) designates certain biobased products for federal procurement and specifies minimum biobased content levels for those products. Any designated product that is being offered or supplied under this contract shall meet USDA BioPreferred's minimum biobased content level. Visit the BioPreferred website (www.biopreferred.gov) for the complete list of designated products and the associated minimum biobased content level requirements.

The Contractor must comply with Section 9002 of the Farm Security and Rural Investment Act of 2002, the Food Conservation and Energy Act of 2008, the Agricultural Act of 2014, and the Federal Acquisition Regulation to provide biobased products. The Contractor shall also comply with the clause at FAR 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts, contained in Section I. The Contractor shall also comply with the provision at FAR 52.223-1, Biobased Product Certification, contained in Section K.

The Contractor shall utilize products and material made from biobased materials (e.g. biobased erosion control materials, biobased composite panels, biobased roof coatings, biobased insulating foam, biobased interior paints and coatings, and biobased wood and concrete sealers). All supplies and materials shall be of a type and quality that conform to applicable Federal specifications and standards. All supplies and materials to be used in the performance of work described herein are subject to the approval of the Contracting Officer Representative (COR).

The following is an example list of products that may be used in this minor construction contract for which biobased products are available and the designated biobased content. The list is not all inclusive. It is desirable that vendors be able to supply the greatest number of biobased products listed meeting the health and environmental specifications.

- Adhesive and Mastic Removers – 58 percent
- Asphalt and Tar Removers - 80 percent
- Asphalt Restorers – 68 percent
- Carpet – 7 percent
- Carpet and Upholstery Cleaners – 54 percent and Spot Removers – 7 percent
- Composite Panels – Acoustical – 37 percent; Interior Panels – 55 percent; Plastic Lumber – 23 percent; Structural Interior Panels – 89 percent; Structural Wall Panels – 94 percent and Countertops and Solid Surface - 89 percent
- Concrete and Asphalt Cleaners – 70 percent
- Concrete and Asphalt Release Fluids – 87 percent
- Dust Suppressants – 85 percent
- Erosion Control Materials – 77 percent
- Floor Coverings (Non Carpet) – 91 percent
- General Purpose Cleaners - 54 percent
- Hand Soaps and Cleaners – 64 percent
- Industrial Cleaners – 41 percent
- Insulating Foam – 7 percent
- Leather, Vinyl, and Rubber Care Products – 55 percent

Paint- Interior Paints and Coatings, Latex – 20 percent and Oil-based – 67 percent
 Paint Removers – 41 percent
 Roof Coatings – 20 percent
 Wastewater Systems Coatings – 47 percent
 Water Tank Coatings – 59 percent
 Wood and Concrete Sealers – Membrane Concrete Sealers- 11 percent and Penetrating Liquids – 79 percent
 Wood and Concrete Stains – 39 percent

Reporting is required by Sections 9002 of the Food Conservation and Energy Act of 2008 and the Agricultural Act of 2014. The Contractor shall provide quantities, product types, and dollar value of any USDA-designated biobased product purchased by the Contractor. This important data shall be submitted to the COR for the current quarter and current contract year. A brief explanation shall include the methodology used to calculate the dollar value of USDA-designated products used or supplied.

The Contractor should also note that USDA-designated biobased products are available for purchase through the AbilityOne Program (formerly known as the Javits-Wagner-O'Day (JWOD) Program). Under this program, members of organizations including the National Industries for the Blind (NIB) and the National Institute for the Severely Disabled (SourceAmerica) offer products and services that are mandatory by Federal agencies. A search of the AbilityOne Program's online catalog (www.abilityone.gov) indicated biobased products that include but are not limited to cleaners (glass, hand, and multipurpose), graffiti removers, and sorbents.

C.4 TOOLS AND EQUIPMENT

This is a representative listing of tools and equipment that apply to the various trades. These items are indicative of, but not limited to, those that the Contractor is expected to provide as part of normal overhead cost:

- Airlines (drop line)
- All hand tools
- Awl
- Axes
- Brushes
- Barricades, Safety
- Bolt cutters
- Barrier tape
- Broom
- Cable cutters
- Cable pulling equipment (handheld)
- Cable pullers/Hoist (handheld)
- Can Opener
- Caulking/Yarning Irons
- Calking Gun
- Chalk line
- Chain Saw
- Chisels
- Clamps
- Cleaning Equipment (handheld)
- Compressor (sized as required to run tools)
- Conduit bender
- Crow Bars
- Dividers
- Drift Pins
- Drill, pneumatic
- Drill, pneumatic bits (up to 1 ¼ dia.)
- Drill, Motors (handheld)

Drill, Bits Drill, Hole Saw
Drill, Rotary hammer (up to 1 ¼ dia.)
Extension Cords
Files
Fish tapes
Gloves
Flashlights
Floats (handheld)
Groover, Pipe (handheld)
Hacksaws
Hot Tap (handheld)
Hammers, hand Hammers, chipping
Hammer, Jack
Industrial Vacuum and Hepa Vac
Jack, Hydraulic (12 tons or less)
Knives
Ladders (step to 12' and extension to 24')
Lead Pot and Ladle
Levels
Levels, Builders Level, laser
Lighting, Temporary (up to 6 each)
Nailer, Pneumatic
Nail Sets Picks
Planes (handheld)
Planes, Electric (handheld)
Pliers
Power Actuated Fastening Tools
Plumb Bob
Pot Hook
Personal Protective Equipment Punches
Rake
Rasps (files)
Reinforcing steel, Shear and Bender (handheld)
Rivet Sets (Light, handheld)
Rollers-Flooring
Rules
Safety Equipment (Personal Protective Equipment)
Safety fencing (orange plastic)
Sanders (handheld)
Saws, Hand
Saws, Electric Hand, Circular Saws, Electric Hand, Reciprocating
Saws, Backsaws and Miter Box
Saws, Power Miter Box
Sawhorses
Scaffolding, Portable, (8'table height) Scrapers (handheld)
Screw Drivers
Screw Drivers, Electric
Scribers
Shears (handheld)
Shovels
Sledgehammers
Squares
Staplers, Air/Hand
Steel Framing Tools, Lightweight
Steel Framing Tampers (handheld, non-powered) Tapelines
Tarpaulins (12' X 24", maximum of 5 each) Temporary lighting (400 square feet)
Tin Snips
Torch, hand

Torch Igniters
Trash Receptacles (35/gallon, 4 each) Trowels (non-powered, handheld)
Toolboxes (personal)
Traffic cones
Tubing Cutters (handheld, non-powered) Vacuum, wet/dry (5 gal)
Vehicles (up to 1.5 ton)
Vice
Voltmeter, volt/ohm meter
Wheelbarrow (non-powered)
Wire Strippers
Wrenches

Materials and equipment may not be stored at the jobsite lay down area after work hours unless approved in advance by the Contracting Officer. There will not be office space available at any location. All job site lay down areas are dependent upon contract size and location of the work.

C.5 CONTRACT CLAUSES INCLUDED BY FULL TEXT

AGAR 452.211-72 – 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)

AGAR 452.211-73 – Attachments to Statements of Work/Specifications (Feb 1988)

The attachments to the Statement of Work/Specifications listed in Section J are hereby made part of this solicitation and any resultant contract.
(End of Clause)

AGAR 452.211-74 – Period of Performance (Feb 1988)

The period of performance of this contract is 90 days after the Notice to Proceed is issued.
(End of Clause)

End of Section

D - SECTION D – PACKAGING AND MARKING

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

End of Section

E - SECTION E – INSPECTION AND ACCEPTANCE

E.1 CONTRACT CLAUSES INCLUDED BY FULL TEXT

AGAR 452.246-70 – 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: Bowling Green, KY project site
(End of clause)

E.2 CONTRACT CLAUSES INCORPORATED BY REFERENCE

FAR 52.246-12 Inspection of Construction (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 Section

F - SECTION F – DELIVERIES OR PERFORMANCE

F.1 CONTRACT CLAUSES INCLUDED BY FULL TEXT

52.211-10 – Commencement, Prosecution, and Completion of Work (Apr 1984)

The Contractor shall be required to:

- (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed,
- (b) prosecute the work diligently, and
- (c) complete the entire work ready for use not later than 90 days after the Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

(End of Clause)

F.2 CONTRACT CLAUSES INCORPORATED BY REFERENCE

FAR 52.242-14 Suspension of Work (Apr 1984)

End of Section

G - SECTION G – CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S REPRESENTATIVE

A Contracting Officer's Representative (COR) may 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)

(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 \$750,000 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 \$750,000.

G.3 INVOICE PREPARATION AND SUBMISSION

Based upon acceptance of required contract deliverables, the contractor shall submit an original invoice via email to melissa.grice@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.

End of Section

H - SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACT CLAUSES INCLUDED BY FULL TEXT

AGAR 452.236-71 – 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 (Nov 1996)

(a) 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 452.236-73 – Archaeological or Historic Sites (Feb 1988)

If a previously unidentified archaeological or historic site(s) is encountered, the Contractor shall discontinue work in the general area of the site(s) and notify the Contracting Officer immediately.

(End of clause)

AGAR 452.236-74 – 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, bitumens, 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:

Site Superintendent

(b) During the first **ninety (15) 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 **3 calendar days** after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 15-period, the contractor shall submit the information required by paragraph (c) to the Contracting Officer at least **3 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)

H.2 CONTRACT CLAUSES INCORPORATED BY REFERENCE

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 52.236-8	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 52.236-11	Use and Possession Prior to Completion (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 52.236-15	Schedules for Construction Contracts (Apr 1984)
FAR 52.236-17	Layout of Work (Apr 1984)
FAR 52.236-21	Specifications and Drawings for Construction (Feb 1997)

H.3 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.4 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.5 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.6 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) Non-approval of equipment due to failure to meet specifications, or non-approval 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.7 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.8 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.9 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.

H.10 BIOBASED PRODUCTS

The United States Department of Agriculture (USDA) designates certain bio-based products for federal procurement and specifies minimum bio-based content levels for those products. Any designated product that is being offered or supplied under this contract shall meet USDA Bio-Preferred's minimum bio-based content level. Visit the [BioPreferred](https://biopreferred.gov/BioPreferred/faces/pages/ProductCategories.xhtml) web site <https://biopreferred.gov/BioPreferred/faces/pages/ProductCategories.xhtml> for the complete list of designated products and the associated minimum bio-based content level requirements.

H.11 ENERGY EFFICIENCY

As required in clause 52.223-15 Energy Efficiency in Energy-Consuming Products, the contractor shall only provide products that earn the ENERGY STAR label and meet ENERGY STAR specifications for energy efficiency. The contractor is encouraged to visit <http://www.energystar.gov> for complete product specifications and updated lists of qualifying products."

End of Section

I - SECTION I – CONTRACT CLAUSES

I.1 CONTRACT CLAUSES INCLUDED BY FULL TEXT

FAR 52.222-36 – Equal Opportunity for Workers With Disabilities (Jun 2020)

(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 the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, 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 52.225-9 – Buy American–Construction Materials (Nov 2021)

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

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply (including construction material) that is—

(i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Domestic construction material” means—

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if—

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. Components of foreign origin of the same class or kind for which non-availability determinations have been made are treated as domestic.

Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

"Fastener" means a hardware device that mechanically joins or affixes two or more objects together.

Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

"Foreign construction material" means a construction material other than a domestic construction material.

"Foreign iron and steel" means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

"Predominantly of iron or steel or a combination of both" means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

"Steel" means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) *Domestic preference.*

(1) This clause implements the 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows: None

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American statute.*

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

- (F) Location of the construction project;
 (G) Name and address of the proposed supplier; and
 (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
<i>Item 1</i>			
Foreign construction material			
Domestic construction material			
<i>Item 2</i>			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

*[*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

(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 452.215-73 – Postaward Conference (Nov 1996)

A post award conference with the successful offeror is required. It will be scheduled within 14 days after the date of contract award. The conference will be held at: Bowling Green, KY

(End of Clause)

AGAR 452.228-71 – Insurance Coverage – Alt I (Nov 1996)

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 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)

AGAR 452.236-70 – Additive or Deductive Items (Feb 1988)

The low bidder for purposes of award shall be the conforming responsible bidder offering the low aggregate amount for the first or base bid item, plus or minus (in the order of priority listed in the schedule) those additive or deductive bid items providing the most features of the work within the funds determined by the government to be available before bids are opened. If addition of another bid item in the listed order of

priority would make the award exceed such funds for all bidders, it shall be skipped and the next subsequent additive bid item in a lower amount shall be added if award therein can be made within such funds. For example, when the amount available is \$100,000 and a bidder's base bid and four successive additives are \$85,000, \$10,000, \$8,000, \$6,000, and \$4,000, the aggregate amount of the bid for purposes of award would be \$99,000 for the base bid plus the first and fourth additives, the second and third additives being skipped because of each of them would cause the aggregate bid to exceed \$100,000. In any case all bids shall be evaluated on the basis of the same additive or deductive bid items, determined as above provided. The listed order of priority need be followed only for determining the low bidder. After determination of the low bidder as stated, award in the best interests of the Government may be made on the selected first or base bid item and any combination of additive or deductive items for which funds are determined to be available at the time of the award, provided that award on such combination of bid items does not exceed the amount offered by any other conforming responsible bidder for the same combination of bid items.

(End of clause)

AGAR 452.236-76 – Samples and Certificates (Feb 1988)

When required by the specifications or the Contracting Officer, samples, certificates, and test data shall be submitted after award of the contract, prepaid, in time for proper action by the Contracting Officer or his/her designated representative. Certificates and test data shall be submitted in triplicate to show compliance with materials and construction specified in the contract performance requirements.

Samples shall be submitted in duplicate by the Contractor, except as otherwise specified, to show compliance with the contract requirements.

Materials or equipment for which samples, certifications or test data are required shall not be used in the work until approved in writing by the Contracting Officer.

(End of clause)

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/browse/index/far>

(End of Clause)

I.2 CONTRACT CLAUSES INCORPORATED BY REFERENCE:

FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
FAR 52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
FAR 52.204-13	System for Award Management Maintenance (Oct 2018)
FAR 52.204-18	Commercial and Government Entity Code Maintenance (Aug 2020)
FAR 52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)
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 52.209-10	Prohibition on Contracting With Inverted Domestic Corporations (Nov 2015)
FAR 52.211-18	Variation in Estimated Quantity (Apr 1984)
FAR 52.215-8	Order of Precedence -- Uniform Contract Format (Oct 1997)
FAR 52.219-6	Notice of Total Small Business Set-Aside (Nov 2020)
FAR 52.219-8	Utilization of Small Business Concerns (Oct 2018)
FAR 52.219-28	Post-Award Small Business Program Rerepresentation (Sep 2021)
FAR 52.222-1	Notice to the Government of Labor Disputes (Feb 1997)
FAR 52.222-3	Convict Labor (Jun 2003)
FAR 52.222-6	Construction Wage Rate Requirements (Aug 2018)
FAR 52.222-7	Withholding of Funds (May 2014)
FAR 52.222-8	Payrolls and Basic Records (Jul 2021)

FAR 52.222-9	Apprentices and Trainees (Jul 2005)
FAR 52.222-10	Compliance with Copeland Act Requirements (Feb 1988)
FAR 52.222-11	Subcontracts (Labor Standards) (May 2014)
FAR 52.222-12	Contract Termination -- Debarment (May 2014)
FAR 52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014)
FAR 52.222-14	Disputes Concerning Labor Standards (Feb 1988)
FAR 52.222-15	Certification of Eligibility (May 2014)
FAR 52.222-20	Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000 (Jun 2020)
FAR 52.222-21	Prohibition of Segregated Facilities (Apr 2015)
FAR 52.222-26	Equal Opportunity (Sep 2016)
FAR 52.222-27	Affirmative Action Compliance Requirements for Construction (Apr 2015)
FAR 52.222-50	Combating Trafficking in Persons (Nov 2021)
FAR 52.222-55	Minimum Wages Under Executive Order 13658 (Nov 2020)
FAR 52.222-62	Paid Sick Leave Under Executive Order 13706 (Jan 2017)
FAR 52.223-2	Affirmative Procurement of Bio-based Products Under Service and Construction Contracts (Sep 2013)
FAR 52.223-3	Hazardous Material Identification and Material Safety Data (Feb 2021)
FAR 52.223-5	Pollution Prevention and Right-to-Know Information. (May 2011)
FAR 52.223-6	Drug-Free Workplace (May 2001)
FAR 52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (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 52.223-21	Foams (Jun 2016)
FAR 52.225-13	Restriction on Certain Foreign Purchases (Feb 2021)
FAR 52.227-1	Authorization and Consent (Jun 2020)
FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Jun 2020)
FAR 52.227-4	Patent Indemnity -- Construction Contracts (Dec 2007)
FAR 52.232-5	Payments under Fixed-Price Construction Contracts (May 2014)
FAR 52.232-16	Progress Payments (Nov 2021)
FAR 52.232-17	Interest (May 2014)
FAR 52.232-23	Assignment of Claims (May 2014)
FAR 52.232-27	Prompt Payment for Construction Contracts (Jan 2017)
FAR 52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Nov 2021)
FAR 52.233-1	Disputes (May 2014)
FAR 52.233-4	Applicable Law For Breach Of Contract Claim (Oct 2004)
FAR 52.236-5	Material and Workmanship (Apr 1984)
FAR 52.236-7	Permits and Responsibilities (Nov 1991)
FAR 52.236-26	Preconstruction Conference (Feb 1995)
FAR 52.243-5	Changes and Changed Conditions (Apr 1984)
FAR 52.244-6	Subcontracts for Commercial Items (Nov 2021)
FAR 52.246-21	Warranty of Construction (Mar 1994)
FAR 52.249-10	Default (Fixed-Price Construction) (Apr 1984)
FAR 52.253-1	Computer Generated Forms (Jan 1991)

End of Section

J - SECTION J – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

<u>ATTACHMENT NO.</u>	<u>TITLE</u>	<u>#OF PAGES</u>
1	Wage Determination KY20220099	9
2	Statement of Work (Digester Shelter: Electrical Improvements)	59
3	Drawings	1
4	ARS 371	1
5	ARS 372	1

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 Section

K - SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 CONTRACT CLAUSES INCLUDED BY FULL TEXT

FAR 52.204-8 – Annual Representations and Certifications (Jan 2022)

- (a)
- (1) The North American Industry classification System (NAICS) code for this acquisition is 238210.
 - (2) The small business size standard is \$16.5 Mil.
 - (3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposed to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition-
 - (i) Is set aside for small business and has a value above the simplified acquisition threshold;
 - (ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
 - (iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.
- (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 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification 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 products or commercial services.
- (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 II and III.) This provision applies to solicitations containing the clause at 52.225- 3.
- (A) If the acquisition value is less than \$50,000, the basic provision applies.
- (B) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.
- (C) If the acquisition value is \$92,319 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:
[Contracting Officer check as appropriate.]
- ☒ (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 website 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)

FAR 52.204-24 – Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of 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 paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications—Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, 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. (1) 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. Nothing in the prohibition shall be construed to—

- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) 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, 2020, from entering into a contract or extending or renewing a contract with an entity that uses 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. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot 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

(1) 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. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that-

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment-

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

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

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services-

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any

factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment-

(A) 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);

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

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

(ii) For covered services-

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of Provision)

FAR 52.204-26 – Covered Telecommunications Equipment or Services-Representation (Oct 2020)

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have 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) (1) *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.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it ___ does ___ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

FAR 52.209-13 – Violation of Arms Control Treaties or Agreements-Certification (Nov 2021)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) *Certification.* [Offeror shall check either (1) or (2).]

___ (1) The Offeror certified that-

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; or

___ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

- (i) An inability to certify compliance.
- (ii) An inability to conclude compliance.
- (iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email

inquiries within 3 business days.

(d) Do not submit an offer unless—

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under 22 U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) *Remedies.* The certification in paragraph (b)(1) 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 submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of Provision)

FAR 52.222-23 – Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
<u>2.4%</u>	<u>6.9%</u>

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on

(1) its implementation of the Equal Opportunity clause,

(2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and

(3) its efforts to meet the goals.

The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

(1) Name, address, and telephone number of the subcontractor;

(2) Employer's identification number of the subcontractor;

- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the “covered area” is KY, Bowling Green, Warren

(End of Provision)

FAR 52.225-10 – Notice of Buy American Requirement—Construction Materials (May 2014)

(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American--Construction Materials” (Federal Acquisition Regulation (FAR) clause [52.225-9](#)).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR [52.225-9](#) in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR [52.225-9](#).

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.*

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR [52.225-9](#), the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR [52.225-9](#) for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR [52.225-9](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

K.2 CONTRACT PROVISIONS INCORPORATED BY REFERENCE

FAR 52.236-28

Preparation of Proposals-Construction (Oct 1997)

K.3 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 Section

**L - SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR
RESPONDENTS**

L.1 CONTRACT PROVISIONS INCLUDED BY FULL TEXT

FAR 52.216-1 – Type of Contract (Apr 1984)

The Government contemplates award of Firm Fixed Price contract resulting from this solicitation.
(End of Provision)

FAR 52.222-5 – Construction Wage Rate Requirements—Secondary Site of the Work (May 2014)

- (a)
- (1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at [52.222-6](#), Construction Wage Rate Requirements, of this solicitation.
 - (2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.
- (b)
- (1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.
 - (2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.
- (End of Provision)

FAR 52.233-2 – 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/AFM/MWAAO
ATTN: Joshua J. Dobereiner
1815 N. University Street
Peoria, IL 61604**

- (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) (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) Organized site visits have been scheduled for August 15, 2022 at 9:00 AM CT and August 17, 2022 at 1:00 PM CT. The same information will be provided at both site visits, so offerors only need to attend one. In order to attend the site visit, you **MUST** pre-register by close of business on August 12, 2022. Pre-register by emailing melissa.grice@usda.gov with your company name and the name(s) of the representative(s) who will attend.

(c) Participants will meet at:

USDA-ARS-Food Animal Environmental Systems
Research (FAESR)
230 Bennett Lane
Bowling Green, KY 42104

Main Location of Facility
USDA-ARS-Food Animal Environmental Systems
Research (FAESR)
2413 Nashville Road B-5
Bowling Green, KY 42101

(End of Provision)

AGAR 452.204-70 – 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 452.209-70 – Representation by Corporations Regarding and Unpaid Delinquent Tax Liability or a Felony Conviction (DEVIATION 2012-01) (Feb 2012)

(a) Awards made under this solicitation are 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. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that:

(1) The Offeror is ☐ , is not ☐ (*check one*) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

If the Offeror checked “is” above, the Offeror must complete paragraphs (2) and (3) of the representation.

If Offeror checked “is not” above, Offeror may leave the remainder of the representation blank.

(2)

(i) The Offeror has ☐ , has not ☐ (*check one*) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.

(ii) The Offeror has ☐ , has not ☐ (*check one*) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal or State law in the 24 months preceding the date of offer.

(3) The Offeror does ☐ , does not ☐ (*check one*) have 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.

(End of provision)

AGAR 452.219-70 – 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): ALL

-- NAICS Code 238210
-- Size Standard \$16.5 Mil

(End of provision)

AGAR 452.228-70 – 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)

AGAR 452.237-71 – Pre Bid/Pre Proposal Conference (Feb 1988)

- (a) The Government is planning a pre bid/preproposal conference, during which potential offerors may obtain a better understanding of the work required.
- (b) Offerors are encouraged to submit all questions in writing at least five (5) days prior to the conference; however, offerors will be asked to confirm verbal questions in writing. Subsequent to the conference an amendment to the solicitation containing an abstract of the questions and answers, and a list of attendees, will be disseminated.
- (c) In order to facilitate conference preparations, it is requested that be contacted via email at not later than and advised of the number of persons who will attend.
- (d) The Government assumes no responsibility for any expense incurred by an offeror prior to contract award.
- (e) Offerors are cautioned that, notwithstanding any remarks or clarifications given at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the offeror to seek clarification prior to submitting an offer.
- (f) The conference will be held at:

USDA-ARS-Food Animal Environmental Systems
Research (FAESR)
230 Bennett Lane
Bowling Green, KY 42104

Main Location of Facility
USDA-ARS-Food Animal Environmental Systems
Research (FAESR)
2413 Nashville Road B-5
Bowling Green, KY 42101

NOTE: All attending may be required to have a government issued form of identification with photograph (state issued driver's licenses are acceptable).

(End of Provision)

L.2 CONTRACT PROVISIONS INCORPORATED 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 52.204-7	System for Award Management (Oct 2018)
FAR 52.204-16	Commercial and Government Entity Code Reporting (Aug 2020)
FAR 52.204-22	Alternative Line Item Proposal (Jan 2017)
FAR 52.215-1	Instructions to Offerors-Competitive Acquisition (Nov 2021)

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 www.sam.gov. Enter 12505B22R0029 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: Proposals submitted in response to this solicitation shall be furnished in the following format:

- 1) The proposal must include a technical proposal and a price proposal. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must **not** contain reference to cost; however, resource information, such as data concerning labor hours and categories, materials, subcontracts, etc., must be contained in the technical proposal so that the contractor's understanding of the Statement of Work may be evaluated.
- 2) The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this RFP.
- 3) Offerors shall submit their proposal electronically via email to melissa.grice@usda.gov. The following information shall be included:
 - a) Completed, signed offer (SF-1442, Sections A-K of the solicitation package, and acknowledgement of all amendments);
 - b) Technical and Relevant Experience proposal;
 - c) Price proposal;
 - d) Information on up to five (5) prior contracts of similar size and scope;

Offerors are responsible for ensuring 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).

EVALUATION FACTORS:

Factor 1 – Price

It is anticipated that award will be based on adequate price competition and a comparison of proposed prices will be used for price analysis and offerors would be exempt from submitting certified cost or pricing data. In accordance with the standards set forth in FAR 15.403-3, the Contracting Officer may require the submission of information other than cost or pricing data from the offerors that will be adequate to determine a fair and reasonable price.

The offeror's proposed lump sum price shall be identified in Section A "Solicitation, Offer, and Award" (SF-1442), Block 17, and in Section B, "Supplies or Services and Prices/Costs", Paragraph B.2., "Schedule of Items".

Factor 2 – Technical

Technical Proposal Instructions: 10, 8½" x 11" pages maximum; size 12 font.

The technical proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the Government; therefore, the technical proposal must present sufficient information to reflect a thorough understanding of the requirements. Proposals which merely paraphrase the requirements of the Government's specifications/statement of work, or use such phrases as "will comply" or "standard techniques will be employed" will be considered unacceptable and will not be considered further. Photos are permitted but should be used judiciously. Technical ability will be assessed based on successful past performance of similar work, see below.

Sub-Factor 2.1 – Company Experience

For work in which you have been a prime contractor, provide a list of at least two (2) projects within the last five (5) years of similar size (dollar value and/or duration), scope, function, and complexity to the subject project. Federal Government experience is preferred but not required. **Provide the information specified below for each project listed.**

1. Title and brief description of contract.
2. Location.
3. Owner/Client.
4. Original dollar value of contract and size.
5. Final dollar value of contract and size.
6. Name and phone number of Contracting Officer/Owner's Representative.
7. Percentage of contract work completed with in-house staff.

Sub-Factor 2.2 – Key Personnel (Site Superintendent) Experience

Provide resume (maximum 2 pages, these pages do not apply to the 10 page limit) for Site Superintendent. Include the following information:

1. Number of years with your company.
2. Work performed on prior similar projects.
3. Nature of relationship to company.
4. State whether this person will be located on site for this project.

The Government may check references of all proposed personnel.

Sub-Factor 2.3 – Subcontractor Team

Identify all key subcontractors by firm name and number of years in business. Provide list of past projects worked on with each sub, if any. If trade requires license/certificate, provide a copy. Proposal must show that all major divisions of the work are covered by an experienced and qualified contractor/subcontractor.

Factor 3 – Past Performance

Provide Contractor Performance Assessment Reporting System (CPARS) evaluations or Past Performance Questionnaires (PPQ) for up to five (5) prior contracts of similar size and scope. The offeror should provide completed PPQs in the proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror shall complete and submit with the proposals the first page of the PPQ, which will provide contract and client information for the respective project(s). The Government may make reasonable attempts to contact the client noted for that project(s) to obtain the PPQ information; however, offerors should follow-up with clients/references to help ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Melissa Grice, at melissa.grice@usda.gov. The projects submitted can be the same contracts provided for sub-factor 2.1 or different ones.

PRIME IDENTIFICATION:

The following information must be addressed and included in this section (this section does not count toward the maximum page limits):

1. Identify the company name, address, and principle office.
2. Identify the DUNS number and CAGE code.
3. Identify the number of years the organization has been in business under its present name.
4. List the work the organization normally performs with its own forces.
5. Attach executed Joint Venture, Teaming Agreement, or Mentor/Protégé agreement, if applicable.

PROJECT INFORMATION

PROJECT TITLE: Digester Shelter: Electrical Improvements

PROJECT LOCATION: Bowling Green, KY

MAGNITUDE OF CONSTRUCTION: Less than \$25,000

TYPE CONSTRUCTION: Building

NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM CODE (NAICS): 238210

SMALL BUSINESS SIZE STANDARD: \$16.5M

PERIOD OF PERFORMANCE: 90 calendar days from receipt of Notice to Proceed for Base Bid.

WAGE DETERMINATION: Department of Labor General Decision Number KY20220099 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 www.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** to melissa.grice@usda.gov. The subject line of the email must read 'RFI – 12505B22R0029'. 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 www.sam.gov as necessary in amendment format. **Deadline for submission of RFIs for this solicitation is close of business August 26, 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 Regulations require that federal contractors register in SAM at www.sam.gov and enter all mandatory information into the system.

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 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

PERFORMANCE AND PAYMENT BONDS: In accordance with Contract Clause 52.228-15, and FAR 28.102, Contractors are reminded that any amount awarded over \$35,000.00 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 BIDDER INFORMATION

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.

PAYMENT FOR MATERIALS STORED OFF-SITE: Payment in advance of installation for materials stored off-site is not authorized under this contract.

SCHEDULE OF MATERIAL SUBMITTALS: The submittals contemplated by FAR 52.236-5, Material and Workmanship.

PROGRESS SCHEDULE: Progress schedule shall be completed and submitted to the Contracting Officer before the Pre-Construction Conference.

End of Section

M - SECTION M – EVALUATION FACTORS FOR AWARD

M.1 CRITERIA FOR EVALUATING PROPOSALS

This is a Lowest Price Technically Acceptable (LPTA) source selection. Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for the non-cost factors. The lowest priced proposal will first be evaluated for technical acceptability. If determined not technically acceptable, it will be removed from competition and the next lowest priced proposal will be evaluated for technical acceptability. This will continue until the lowest price proposal is determined technically acceptable. Once the lowest priced proposal is determined technically acceptable, then a determination of responsibility will be completed. If found responsible, evaluations will be closed and award will be made.

Proposals will be evaluated for merit and the ability to satisfy the objectives of the acquisition based on the evaluation criteria, factors, and sub-factors listed herein. Cursory responses or responses that merely reiterate or reformulate the Drawings and Specifications will not be considered to meet the requirements of the solicitation. Assurance of experience, capability, and qualifications which clearly demonstrate and support the offeror's claim are essential. The absence of such evidence will adversely influence the evaluation of the proposal. The Government will award the contract to the responsive, responsible offeror whose proposal provides the lowest price based upon meeting a Go/No-Go on technical acceptability evaluation criteria as follows:

Factor 1 – **Price**

Factor 2 – **Technical**

Sub-Factor 2.1 – **Company Experience**

Sub-Factor 2.2 – **Key Personnel (Site Superintendent) Experience**

Sub-Factor 2.3 – **Subcontractor Team**

Factor 3 – **Past Performance**

EVALUATION CRITERIA: The Government will utilize the following evaluation criteria in evaluating Offerors' proposals:

1. **Price:** This factor will not be assigned an adjectival rating. The basis for award for the price factor will be lowest price. The Government will evaluate the Offeror's proposed price for completeness, reasonableness, and realism. Price must be supported with sufficient detail to show major divisions and the costs and quantities of materials and labor within those divisions. The project contains a Base Bid and multiple Bid Options. Price analysis will be performed on the total combined price of Base Bid and all Bid Options.
2. **Technical:** The lowest priced offeror's technical proposal will be evaluated to assess the technical ability to meet the requirements of the scope of work based on a Go/No-Go rating. The Government's Technical Evaluation Panel (TEP) will review the proposal of the offeror with the lowest price for "Technically Acceptable". "Technically Acceptable" will be based on an evaluation of the offeror's relevant technical experience. The TEP will review submitted documentation on these items and will make a "GO" or "NO GO" determination. If "NO GO" determination is made by the TEP, award will not occur and TEP will evaluate the offeror with the next lowest price.

The offeror shall have relevant technical experience and satisfactory past performance on performing the installation of electrical installations similar to the Government requirement. Each offeror shall submit documentation on a minimum two (2) projects within the last five (5) years to demonstrate their relevant technical experience; projects shall be of similar size and scope of the Government requirement. Offeror(s) that do not document the above minimum two (2) projects within the last five (5) years will be considered as having no "relevant technical experience" by the Government's technical evaluation panel (TEP).

Offerors with no relevant technical experience will receive a “NO GO” determination by the Government’s technical evaluation panel (TEP).

The TEP will consider relevant technical experience of a key subcontractor that will perform the electrical installations for this project. If a key subcontractor will be performing the electrical installations for this project, the offeror shall clearly indicate this arrangement in their documentation on relevant technical experience. Additionally, the offeror shall include an “executed” subcontractor agreement (that begins when project award occurs) in their proposal. If the “executed” subcontractor agreement is not included in the proposal, the Government’s TEP will not consider the relevant technical experience of this key subcontractor when evaluating the proposal. Each offeror shall include the resume of the site superintendent that will be used for this project. The resume shall demonstrate experience supervising projects of similar size and scope.

3. **Past Performance:** This factor will be evaluated based on the offeror’s capability and capacity to meet the contract requirements, based on past contract performance. Past performance will be assessed based on references provided to the procurement office and any other information obtained using methods listed in FAR 13.106-2(b)(3)(ii) . Offerors should provide references for up to five similar contracts completed within the last two years. If no references are provided and there is no known past performance with the procurement office, the offeror will be given a neutral rating. The currency and relevance of the information, source of information, context of the data, and general trends in the contractor’s performance will be considered. Past Performance Questionnaire forms are included in the solicitation attachments. Each offeror is highly recommended to submit these questionnaire(s) to document their past performance and relevant technical experience. See below for additional information on documentation that is needed in the proposal.

On the Past Performance Questionnaire(s); offerors will be provided an opportunity to identify past or current contracts (including Federal, State, and local government and private) for efforts similar to the Government requirement. Offerors will be provided the opportunity to provide information on problems encountered on the identified contracts and offeror’s corrective actions. The Government will consider this information as well as information obtained from any other sources, when evaluating the offeror’s past performance and relevant technical experience. The evaluation will consider information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement, as applicable.

M.2 BASIS FOR AWARD

Award of the contract resulting from this solicitation will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors. The offeror must be responsible, as defined by FAR 9.104-1. Responsible includes, but is not limited to, satisfactory past performance, being registered and current in the System for Award Management (www.sam.gov), being a Small Business, not being debarred or suspended from doing business with the Federal Government, and other factors.

NOTE: The Government intends to award a contract based on initial offers received, without discussion of such offers. Accordingly, each initial offer should be submitted in the most favorable terms, from a price and technical standpoint, which the offeror can provide to the Government.

End of Section