


SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. 1291S819R0028	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 07/26/2019	PAGE OF PAGES 1 45	
	IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.				

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
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7. ISSUED BY USDA FOREST SERVICE PACIFIC SOUTHWEST REGION 1323 CLUB DR VALLEJO CA 94592-1110	CODE 91S8	8. ADDRESS OFFER TO jeremy.bedner@usda.gov Jeremy Bedner Contracting Officer, Forest Service Region 5
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9. FOR INFORMATION CALL: 	a. NAME JEREMY BEDNER	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 707-562-8756
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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)

Building Remodel. Big Bear Discovery Center.
Mountaintop Ranger District, San Bernardino National Forest.

- A. The Government anticipates a firm-fixed price contract resulting from this solicitation.
- B. The acquisition is a total small business set-aside.
- C. The Government estimate is between \$1,000,000 and \$5,000,000.
- D. The period of performance is 180 calendar dates from issuance of the Notice to Proceed.
- E. Offer shall submit one one (1) electronic copy of the both the Technical Proposal and Price Proposal.
- F. Pricing for all items shall be submitted per the Section B Schedule of Supplies and Services, B.1 Bid Schedule.

Continued ...

11. The Contractor shall begin performance <u>10</u> calendar days and complete it within <u>180</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. The performance period is <input type="checkbox"/> mandatory <input checked="" type="checkbox"/> negotiable. (See _____.)
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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 checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 1500 (hour) local time 08/26/2019 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee is, is not required.

c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

d. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected .

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than item 14.)
CODE	FACILITY CODE

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

AMOUNTS

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

19. ACKNOWLEDGEMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE
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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 FOREST SERVICE PACIFIC SOUTHWEST REGION 1323 CLUB DR VALLEJO CA 94592-1110	CODE 91S8	27. PAYMENT WILL BE MADE BY	

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations,	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31a. NAME OF CONTRACTING OFFICER (Type or print) JEREMY B. BEDNER		
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA BY	31c. DATE

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
1291S819R0028

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>G. Technical and Price Proposal shall be submitted IAW the requirements of Section L, Instructions to Offerors.</p> <p>H. Source Selection shall be IAW with FAR Part 15.101, Best Value. Refer to Section M, Evaluation.</p> <p>J. Site Visit information located in Section C Statement of Work, C.3.</p> <p>I. This solicitation is subject to the Availability of Funds IAW FAR 52.232-18.</p>				

PART I – SCHEDULE**SECTION B – SCHEDULE OF SUPPLIES AND SERVICES (BID SCHEDULE)**

NOTE: The Offeror must submit a price on all items. If Offeror does not intend to charge for a bid item, a price of "0" or "NO COST" should be shown. Offers submitted without pricing on all items may be considered non-responsive.

B.1 BID SCHEDULE

ITEM NO.	DESCRIPTION	MS MT	UNIT	UNIT PRICE	QUAN	AMOUNT
BASE ITEM – BUILDING RENOVATION/CONSTRUCTION						
1	Mobilization	LSQ	JOB	\$	1	\$
2	Site Work – including site clearing, removals, asphalt, concrete, utilities, signs, fencing, pavement markings, arbor structure	LSQ	JOB	\$	1	\$
3	Building Interior – Selective Demolition	LSQ	JOB	\$	1	\$
4	Building Interior – including concrete, footings, framing, ceilings, doors, glazing, finishes, flooring, hardware, cabinets and countertops, lockers, casework, acoustics, signs	LSQ	JOB	\$	1	\$
5	Building Exterior – doors, windows, wall infill, openings	LSQ	JOB	\$	1	\$
6	Plumbing – including restroom and breakroom fixtures, accessories, & signage	LSQ	JOB	\$	1	\$
7	Mechanical – includes new HVAC systems and modifications to existing systems	LSQ	JOB	\$	1	\$
8	Electrical – including communications, security and fire alarm modifications, ID/access card readers	LSQ	JOB	\$	1	\$
9	Fire Sprinkler System – design and modifications to existing system	LSQ	JOB	\$	1	\$
BASE ITEMS BID TOTAL						\$
ALTERNATIVE BID ITEMS						
A1	Furnishing and Installation – all systems furniture, office cubicles, loose furniture, and	LSQ	JOB	\$	1	\$

	high density storage					
A2	RV Parking/Pavement Rehabilitation – parking lot expansion and associated improvements, crack seal, slurry seal, and restriping	LSQ	JOB	\$	1	\$
A3	Demolition of Trailers – demolish and remove two existing modular office trailers at BBRS	LSQ	JOB	\$	1	\$
ALTERNATIVE BID ITEMS SUBTOTAL						\$
TOTAL – BASE + ALTERNATIVE BID ITEMS						\$

NOTES

1. Payment for bond premiums in accordance with Clause 52.232-5, Payments under Fixed-Price Construction Contracts, shall not be in addition to the contract price. Include bond payments under 151(01) Mobilization.

2. Payment will be made on actual work performed as described in FP-14 109.01. All units are measured as Actual Quantity unless denoted by an asterisk (*). If denoted by an asterisk, the quantity is measured as a Contract Quantity in accordance with FP-14.

3. IAW FAR 36.204 – Disclosure of the Magnitude of Construction Projects, the Government has estimated price range of

(d) Between \$1,000,000 and \$5,000,000.

(END OF SECTION)

SECTION C – STATEMENT OF WORK

C.1 PROJECT SCOPE

The contractor shall provide all labor, materials, equipment, and supervision to perform work requirements associated with the remodel of the Big Bear Discovery Center, Mountain Top Ranger District, San Bernardino National Forest.

The project consists of the remodel of the existing Big Bear Discovery Center building, comprising 13,792 total square feet, to provide office space for forty-four (44) district employees and ten (10) cooperators within the existing footprint while retaining visitor and interpretive functions within the building. The primary building remodel area consists of approximately 6,600 square feet of the northern part of the building with some minor remodeling in other areas of the building. Building remodel work includes removal and reconstruction of interior partition walls, modifications or replacement of existing building systems – HVAC, electrical, plumbing, fire sprinklers, data/phone – interior and exterior lighting, removal and installation of suspended ceilings, installation of acoustical treatments, installation of skylights, supply and installation of modular work stations and high-density storage system, installation of new exterior wall openings – windows, doors – removal and installation of flooring – carpet, tile – installation of casework and lockers, installation of restroom facilities, painting, and all other miscellaneous items shown on the contract drawings and schedule of items.

Other site work includes installation of a timber shade structure, installation of a fiber optic communication line from the Discovery Center to the adjacent Ranger Station, installation of accessible pathways, installation of split-rail fencing and signs, replacement of pavement markings, and all other miscellaneous items shown on the contract drawings and schedule of items. Site work shall include two alternative bid items: 1. rehabilitation and expansion of the existing parking lot; and 2. demolition of two trailers at the adjacent Ranger Station.

C.2 PROJECT LOCATION

Mountaintop Ranger Station, San Bernardino National Forest
40971 North Shore Drive/Hwy 38
Fawnskin, California, 92333

C.3 SITE VISIT / PRE-BID MEETING

FAR Provision **52.236-27 SITE VISIT (CONSTRUCTION) – ALT I (FEB 1995)** is included in this solicitation.

The Government will provide a pre-bid site visit for the project site. The Forest Service highly recommends that bidders attend the pre-bid meeting / site visit to ensure complete understanding of the requirement and knowledge of site conditions and operational challenges.

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 award resulting from this solicitation. Accordingly, offerors are urged and expected to inspect the site where the work will be performed.

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

An organized site visit is currently anticipated to be scheduled NLT 16 August, 2019. The specific date and time will be confirmed, and notification will be provided via an amendment to this solicitation.

Point-of-Contact for Site Visit Information and Questions

Mr. Joshua Direen, Assistance Forest Engineer, San Bernardino NF. 909-382-2609.

**C.4 Statement of Work/Specifications
AGAR 452.211-3 (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.

**C.5 Attachments to Statement of Work/Specifications
AGAR 452.211-4 (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.

C.6 ADDITIONAL SITE AND PROJECT INFORMATION

A. Existing Conditions:

The indications of existing conditions on the drawings and specifications are the result of on-site facilities inspections and review of as-built drawings of the original construction. The current Big Bear Discovery building was constructed in 1998 with an addition completed in 2003.

B. Weather Conditions:

The project site is located on the North Shore of Big Bear Lake at an elevation of 6,800 feet above sea level in the San Bernardino Mountains near Fawnskin, California. Fawnskin's low temperature is typically below freezing from November to April. The average high temperature is between 40-50 degrees Fahrenheit during this period. The site typically receives snow in the winter, with an average annual snowfall of 67 inches.

C. Work Operation Restrictions:

Operations are permissible Monday-Friday, 7a/0700 to 5p/1700.

C.7 APPLICABLE SPECIFICATIONS AND MATERIAL CERTIFICATIONS

A. Applicable Specifications:

References to CSI Specifications in the Standard Specifications refer to these specifications. References to Specifications in these CSI Specifications refer to other CSI Specifications attached to the solicitation/contract.

NOTE: Some CSI specifications and associated drawings use English system units to accommodate available commercial products.

The following codes and standards shall apply to the work in this contract:

1. The following are the Codes to be used for the project. The Contractor shall use the latest adopted building code. In the case of conflicting codes the most stringent Code shall apply.
 - a. National Electric Safety Code.
 - b. International Fire Code with County of Los Angeles amendments.
 - c. International Building Code.
 - d. Uniform Mechanical Code.
 - e. ASHRAE/IESNA Standard 90.1, Energy Standard For Buildings Except Low Rise Residential Buildings.
 - f. Uniform Plumbing Code.
 - g. NFPA 101.
 - h. NFPA 13: Standard for the Installation of Sprinkler Systems.
 - i. Cal/OSHA Construction and Electrical Safety Orders including updates.
 - j. Stormwater Management for Federal Facilities under Section 438 of the Energy Independence and Security Act to obtain a 2009- 0009-DWQ Construction general permit, Effective start July 1, 2010.
 - k. American with Disabilities Act and Architectural Barriers Act Accessibility Guidelines, July 3, 2004.
 - l. State of California Codes:
 - 1) California Building Code, Title 24, Part 2 (First Printing) includes Supplements thru Jan 09.
 - 2) California Existing Building Code, Title 24, Part 10 (First Printing).
 - 3) California Energy Code, Title 24, Part 6 (First Printing), includes Supplements thru January 10.
 - 4) California Administrative Code, Title 24, Part 1 (First Printing), includes Supplements thru January 10.
 - 5) California Referenced Standards Code, Title 24, Part 12 (First Printing).
 - 6) California Administrative Code, Title 24, (First Printing) including Supplements thru January 10.
 - 7) Construction General Permit, State Water Quality Board.
2. Other Federal Requirements:
 - a. National Environmental Policy Act (NEPA).
 - b. The Forest Service prepared and submitted Environmental Assessment documentation. Through compliance with section 106 in prior undertakings, the agency has evaluated the structures within the complex. In consultation with the California Office of Historic Preservation, it has been determined, by consensus, that no historic properties are located in the APE for the current undertaking. The Environmental Assessment Document was issued and a Decision Notice Decision Notice and Finding of No Significant Impact was filed.
 - c. EPA's Final Guidance on Environmentally Preferable Purchasing.
 - d. EPA's Comprehensive Procurement Guidelines for recovered content.
 - e. USDA's BioPreferred Program.
 - f. ENERGY STAR® & DOE Federal Energy Management Program (FEMP)
 - g. Product Efficiency Recommendations.
 - h. Energy Policy Act of 2005 and the Energy Independence and Security Act of 2007, Section 483, Storm water Requirements.

Unless otherwise specified in this contract, reference to a specific standard or specification shall mean the latest edition or amendment in effect on the date of the Request for Proposal.

B. Definitions

Administrative Authority as used in the Uniform Mechanical Code, the Uniform Plumbing Code and the National Electrical Code will be the Contracting Officer.

Building Official as used in the Uniform Fire Code, International Building Code Standards will be the Contracting Officer.

C. Product Substitution

Any modification of other items, designs, materials, products or equipment (including Government-Furnished Property), made necessary because of a substitution, will be the responsibility of the Contractor without adjustment in contract price or time. The Contracting Officer's approval of any substitute will not affect the Contractor's responsibility for such modification. Any and all substitutions will be requested by the Contractor after award of the contract has been made. No approvals will be made prior to award.

D. General Guidelines for Submittals

Submittals are required by their corresponding specifications (basic reference & detailed requirement). Work requiring submittals shall not begin until submittals have been approved.

Submittals shall include the following:

- Date and Revision Dates.
- Project Name and Contract Number.
- Names of Contractor, Subcontractor, Supplier, and Manufacturers.
- Field Dimensions and Relation to Adjacent Structures.
- Contractor's stamp, initialed or signed, certifying review of submittal, verification of field measurement and compliance with contract documents.

Samples:

- A. Submit Samples for review of size, kind, color, pattern, and texture, and to illustrate functional and aesthetic characteristics of Product.
- B. Where variation in color, pattern, or texture, or other characteristic is inherent in material or product represented, submit at least three (3) multiple units that show approximate limits of variations, or number of units indicated in individual specification Sections.
- C. Field Samples: Full-size examples erected on-site to illustrate finishes, coatings, or finish materials and to establish Project standard.

Manufacturer's requirements:

Supply manufacturer's catalog sheets or brochures with diagrams, schedules, or performance charts. Illustrations shall be clearly marked to identify pertinent materials or models, dimensions, and clearances required. Supplement standard drawings to provide information unique to this project.

Approval or Rejection Time Allowance:

Submittals will be reviewed and either approved or rejected within 10 Federal work days of their receipt by the Contracting Officer or COR.

- E. Availability of Specifications or Product Descriptions not listed in the GSA Index of Federal Specification and Standards.

Specifications or product descriptions cited herein, but not attached to this solicitation nor listed in the General Services Administration Index of Federal Specifications and Standards (GSAIFSS), may be obtained from:

Specification	Address
ASTM Standards	American Society for Testing and Materials P.O. Box C700 100 Bar Harbor Drive West Conshohocken, PA 19428-2959 (610) 832-9585 http://www.astm.org
AASHTO Standards	American Association of State Highway and Transportation Officials 444 North Capitol Street, NW Suite 249 Washington, D.C., 20001 (206) 624- 5800 http://www.aashto.org

C.8 BIO-BASED PRODUCTS

The Contractor must comply with Section 9002 of the Farm Security and Rural Investment Act of 2002 (FSRIA), Executive Order (EO) 13423, *"Strengthening Federal Environmental, Energy, and Transportation Management,"* and the Federal Acquisition Regulation to provide biobased products.

The Contractor shall utilize products and material made from biobased materials (e.g., insulating

foam, composite panels, and concrete and asphalt release fluids) to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user. 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 contract for construction for which biobased products are available. The list is not all inclusive. It is preferable that vendors be able to supply the greatest number of biobased products listed meeting the health and environmental specifications.

Graffiti and grease removers	Insulation foam Concrete
and asphalt release fluids	Fluid-filled transformers
Wood and concrete sealers	Composite panels
Adhesive and mastic removers	Carpets
Roof coating	Hydraulic fluid
Diesel fuel additives	Greases
Dust suppressant	2-cycle engine oil
Absorbents	

Biobased products that are designated for preferred procurement under USDA's BioPreferred program must meet the required minimum biobased content as stated in the USDA Final Rule available at www.biopreferred.gov. The Contractor should provide data for their biobased products such as biobased content and source of biobased material.

In addition to the biobased products designated by the U.S. Department of Agriculture in the BioPreferred Program, the Contractor is encouraged to use other commercially-available biobased products.

The Contractor shall comply with the provision at **FAR 52.223-1, Biobased Product Certification**.

The Contractor shall comply with the clause at **FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts**.

(END OF SECTION)

SECTION D – PACKAGING AND MARKING

{For this Contract, there are NO clauses in this Section}

SECTION E – INSPECTION AND ACCEPTANCE

E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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

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

E.2 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-12 Inspection of Construction (AUG 1996)

E.3 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 the project site.

E.4 INSPECTION AND TESTING PERFORMED BY GOVERNMENT

The Government will perform sampling, testing and inspection of work in progress where these responsibilities are not expressly assigned to the Contractor by the Forest Service specifications or by the Special Project Specifications.

E.5 CONFORMITY WITH DRAWINGS AND SPECIFICATIONS

Unless working tolerances are specified, all work performed and materials furnished shall be in reasonably close conformity with lines, grades, cross sections, dimensions, and material requirements shown on the Drawings, indicated in the specifications, or designated on the ground. "Reasonably close conformity" is in compliance with reasonable and customary manufacturing and construction tolerances.

(END OF SECTION)

SECTION F – DELIVERIES OR PERFORMANCE

F.1 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):

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

F.2 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.242-14 Suspension of Work (AUG 1989)

F.3 FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within ten (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 in 30 days. The time stated for completion shall include gate fabrication and final cleanup of the premises. Estimated work start date is TBD.

F.4 FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 30 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the project within 180 calendar days. The time stated for completion shall include final cleanup of the premises.

F.5 AGAR 452.211-5 PERIOD OF PERFORMANCE (FEB 1988)

The period of performance for this project/contract is 180 calendar days from the date of the issuance of the Notice to Proceed.

F.6 POST-AWARD / PRE-CONSTRUCTION CONFERENCE

AGAR 452.215-73 (NOV 1996)

A post-award conference (pre-work or kick-off) with the successful offeror/contract awardee is required. Meeting shall include Contracting Officer [CO] and Contracting Officer Representative [COR]. The conference will be held at a mutually agreeable date/time and location. Routinely held within 10 days following date of the contract award. The Notice to Proceed shall be provided at or immediately following the post award conference, if appropriate.

(END OF SECTION)

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 GOVERNMENT CONTRACT REPRESENTATIVES

Contracting Officer (CO) responsible for this contract

Jeremy Bedner
 Region 5 Regional Office – AQM
 1323 Club Drive
 Vallejo, CA 94592
 707-562-8756
Jeremy.bedner@usda.gov

Contracting Officer’s Representative (COR) for this contract

Joshua Direen
 Assistant Forest Engineer
 San Bernardino National Forest Supervisor’s Office
 602 S Tippecanoe Avenue
 San Bernardino, CA 92408
 909-382-2609
joshua.direen@usda.gov

G.2 DESIGNATION OF CONTRACTING OFFICER’S REPRESENTATIVE

The Contracting Officer will designate a Contracting Officer's Representative [COR] at the time of contract award. The COR is responsible for administering the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of the contract.

The COR will act as a liaison between the U.S. Forest Service herein referred to as "Service" and the Contractor, and, when necessary, will provide technical direction to the Contractor. The COR, however, is not authorized to change any of the terms and conditions of the contract, issue new assignments of work, make decisions concerning disputes arising under the contract, or resolve differing site condition matters. Neither the presence nor absence of a government representative shall relieve the Contractor of its responsibilities under the contract.

The Contracting Officer should be informed as soon as possible of any actions or inactions by the Contractor or the Government which will change the required delivery or completion times stated in the contract, and the contract will be modified accordingly. (This does not apply to individual task assignments which were issued by the COR provided they do not affect the delivery schedule or performance period stated in the contract).

On all matters that pertain to the contract terms the Contractor must communicate with the Contracting Officer. Whenever, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor should so advise the COR. If the COR persists and there still exists a disagreement as to proper contractual coverage, the Contracting Officer should be notified immediately, preferably in writing if time permits. Proceeding with work without proper contractual coverage could result in nonpayment or necessitate submittal of a contract claim.

G.3 JOB SITE ADMINISTRATION / TECHNICAL DIRECTION

The performance of the work required herein shall be subject to the technical direction and surveillance of the COR. As used herein, "technical direction" is direction to the Contractor which requires pursuit of certain lines of inquiry, filling in details or otherwise serving to accomplish the contract specifications. The technical direction, to be valid:(a) Must be issued in writing consistent with the general scope of the work set forth in the contract;(b) May

not constitute a new assignment of work or changes to the expressed terms, conditions, or specifications incorporated into this contract; (c) Shall not constitute a basis for extension of the contract delivery schedule. Nothing contained in this part authorizes the Contractor to incur costs in excess of the contract price or other limitation of funds set forth in the contract due to extra work performed in response to informal directions, suggestions, or instructions (oral or written) given by representatives of the CO, unless prior to commencing such work, the Contractor: 1) directly notifies the CO; 2) requests a formal contract modification; and 3) receives written authorization to proceed from the CO.

The Government may designate a Construction Inspector (CI) who will be available at the site to inspect the work as it progresses. The CI will prepare an Inspector's Daily Log, beginning with the first day of the contract, detailing ground and weather conditions, work being performed, materials delivered, and notes of any problems or difficulties. Government inspections do not relieve the Contractor of responsibility for providing adequate quality control measures. At the end of every day of work on this contract, the Contractor's Superintendent, as defined below, shall contact the CI, review the daily log, and sign as the Contractor's representative. Unless the Contractor's Superintendent makes notations to the contrary on the daily log, the log shall be presumed to be accurate. The CI is not authorized to make technical decisions or give technical directions; the Contractor or the Contractor's Superintendent must contact the COR regarding such decisions and directions. The Contractor shall have a competent superintendent (hereinafter referred to as the "Contractor's Superintendent") who is (i) deemed acceptable to the Government; (ii) authorized to act on the Contractor's behalf; and (iii) be present on the job site at all times when contract work is being performed. (See Superintendence by the Contractor, Section I, Federal Acquisition Regulation (FAR) Clause 52.236-6.)

G.4 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS

INTERNET PROCESSING PLATFORM (IPP)

Payment requests must be submitted electronically through the U.S. Department of the Treasury's Invoice Processing Platform (IPP) System. "Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions – Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice
Prime contractor and subcontract payrolls (if applicable)

Payment Request Certification

Release of Claims (Final)

SF 1413 – Statement and Acknowledgment

Construction Schedule (Microsoft Project or other Industry Standard Software (if applicable)

Schedule of Values

Owner/Operator manuals (if applicable)

Warranty Certificates (if applicable)

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via e-mail ippgroup@bos.frb.org or phone (866) 973-3131.

Invoices shall be submitted not more frequently than once every two weeks.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

G.5 CONTRACT RELEASE

When submitting final payment, Contractor shall provide a signed and dated contract release that includes the following information: "In consideration of receipt of final payment in the amount of \$__ Contractor hereby releases the United States of America from any and all obligations arising under this contract and any modifications thereof except as reserved herein.

Reservations: _____ "

**G.6 GOVERNMENT-FURNISHED PROPERTY
AGAR 452.245-70 (FEB 1988)**

The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with the provisions of the "Government Property" FAR clause contained elsewhere in the contract.

Property/Facilities/Services	Availability Location/Time
TBD	TBD

**G.7 KEY PERSONNEL
AGAR 452.237-74 (FEB 1988)**

The Contractor shall assign to this contract the following key personnel:

Principal	NAME ADDRESS PHONE EMAIL
Project Manager	NAME ADDRESS PHONE EMAIL

The key personnel specified in the Offeror’s Technical Proposal are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed

substitutions) in sufficient detail to permit evaluation of the impact on the contract. No diversion shall be made by the Contractor without the written consent of the Contracting Officer: Provided that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. The contract may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

(END OF SECTION)

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 STORAGE AND STOCKPILING OF MATERIAL

Roadway and suitable areas adjacent to the site may be utilized for temporary stockpiling of materials as approved by the CO.

H.2 LOCAL DISPOSAL SITES

Not applicable

H.3 INDUSTRIAL CAMPS

Not applicable

H.4 WORK HOUR LIMITS

Construction activity may be performed Monday through Friday and shall be limited to the hours between 7am (0700) and 5p (1700) unless other hours are approved in writing by the COR. No work will be allowed on weekends or Federal Holidays unless approved by the COR and CO in writing.

H.5 UNUSUAL HAZARDOUS CONDITIONS

The following conditions have been identified as inherently hazardous to a degree that failure to take the proper precautions could lead to serious injury or loss of life. This listing shall not be construed as all inclusive. The Contractor shall provide a written job-specific hazard analysis and safety plan that addresses and conforms to the requirements of 29 CFR 1910 and 1926 and the clause entitled Accident Prevention (FAR 52.236-13) included herein. Appropriate actions shall be taken by the Contractor to implement this plan during performance and to take any and all other necessary steps to mitigate the dangers from hazards.

- Tree Mortality
- Burned Area

H.6 SUPERINTENDENCE BY CONTRACTOR

IAW FAR 52.236-6 (APR 1984)

In addition to Clause 52.236-6, the following applies: The name and the specific authorities of the foreman or superintendent must be designated in writing to the Contracting Officer. The Contractor may use his/her own prepared letterhead stationery or a "Designation of Contractor's Representative" form available from the Contracting Officer. If the Contractor or the designee is not present when work is being performed on the contract, a Suspend Work Order may be issued with contract time continuing to run. The Contractor shall have a person on-site that is fully conversant in the English language.

H.7 LOSS, DAMAGE, DESTRUCTION, OR REPAIR

IAW AGAR 452.237-70 (FEB 1988)

(b) Equipment Furnished with Operator. The Government shall not be liable for loss, damage, or destruction of equipment furnished under this contract except for such loss, damage, or destruction resulting from the negligent or wrongful act(s) of Government employee(s) while acting within the scope of their employment.

(c) Repairs. All repairs to equipment furnished under this contract shall be made by the Contractor and reimbursement, if any, shall be determined in accordance with (b) above. Repairs shall be made promptly and equipment returned to use within 48 hours. In lieu of repairing equipment, the Contractor may furnish similar replacement equipment within the time specified. The Contractor may authorize the Government to make repairs upon the request of the Contracting Officer. In such case, the Contractor will be billed for labor and parts costs.

Additional. Although this contract may provide for performing services at the direction of Government personnel, the contract is not for personal services, and neither the Contractor nor his or her personnel are Government employees. The Government assumes no liability for injury occurring to Contractor personnel or to third parties, or for loss, damage, or destruction involving third parties' property as a result of the Contractor's operation. Except that the Government is liable for such loss, damage, or destruction resulting from the negligent or wrongful act(s) of Government employee(s) acting within the scope of their employment.

H.8 Archaeological and Historic Sites

Location of known archaeological, historic, or pre-historic materials--such as Amerind artifacts and/or historic mining, logging, or fur trapping remains protected by the American Antiquities Act (16 USC 433)--will be identified for the contractor before work commences.

H.9 Spill Plan

If the total oil or oil products storage exceeds 1,320 gallons or if any single container exceeds a capacity of 660 gallons, the Contractor shall prepare and implement a Spill Prevention and Countermeasures (SPCC) Plan. Such plan shall meet applicable EPA requirements (40 CFR 112), including certification by a registered professional engineer. The Contractor under the direction of the Contracting Officer, or in the absence of said officer, acting independently, shall immediately take action to contain and clean up, without expense to the Government, all petroleum products spills on or in the vicinity of the project which are caused by the Contractor's employees directly or indirectly as a result of contract operations. The Contractor may be held liable for all damages and costs of additional labor, subsistence, equipment, supplies, and transportation deemed necessary by the Government for the containment and clean up of petroleum products spills caused by Contractor's employees or resulting from contract operations. The Contractor shall immediately report all petroleum products spills to the Contracting Officer.

H.10 Equipment Cleaning

All off-road equipment used on this project shall be washed before moving into the project area so that the equipment is free of soil, seeds, vegetative material, or other debris that could contain or hold seeds of noxious weeds. "Off-road equipment" includes all logging and construction equipment and such brushing equipment as brush hogs, masticators, and chippers; it does not include log trucks, chip vans, service vehicles, water trucks, pickup trucks, and similar vehicles not intended for off-road use.

Equipment will be considered clean when visual inspection does not reveal soil, seeds, plant material, or other such debris. Disassembly of equipment components or specialized inspection equipment is not required. Contractor shall notify the Contracting Officer at least five days in advance of moving equipment in so that arrangements can be made for inspection.

If the project area is known to contain noxious weeds, the equipment shall be cleaned before moving to other Forest Service system lands which do not contain noxious weeds.

H.11 ADDITIONAL CONSIDERATIONS

1. Method of Measurement

The pricing submitted and payment associated shall constitute full compensation for furnishing and hauling all necessary materials to the project site, for proper disposal of all waste materials, and for furnishing all labor, tools, equipment and incidentals necessary to complete the project as specified.

2. Basis of Payment

Payment will be made at the contract unit price for all work indicated on the Specifications and Statement of Work (SOW) when completed and accepted.

3. Safety Plan

Prior to starting any work on this project, the Contractor shall develop and submit to a SAFETY PLAN to the Government. The Safety Plan shall adhere to all State or Federal OSHA regulations with the more stringent taking precedent. The Safety Plan shall also include a description for all flagging, signage and other means to ensure the safety of employees and traffic around the Project Sites.

4. General

All work shall be done in accordance with governing codes and regulations and applicable Specifications and Industry Standards. Where one or more of these conflict, the most stringent shall apply to the prosecution of work.

The contractor shall comply with all applicable state local, state and federal regulations pertaining to all areas of construction. The contractor's material and equipment storage site shall be determined at the pre-construction meeting. The area shall be kept clean and free of litter.

All non-salvageable items and trash shall be hauled off the grounds and disposed of in accordance with applicable state and local regulations. Items shall be transported in tarp-covered and closed-vehicles.

(END OF SECTION)

PART II – CONTRACT CLAUSES

SECTION I – CLAUSES

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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

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

52.202-1	Definitions (NOV 2013)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant against Contingent Fees (MAY 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (MAY 2014)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016)
52.204-13	System for Award Management Maintenance (OCT 2018)
52.204-14	Service Contract Reporting Requirements (OCT 2016)
52.204-18	Commercial and Government Entity Code Maintenance (JULY 2016)
52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014)
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
52.211-18	Variation in Estimated Quantity (APR 1984)
52.215-2	Audit and Records – Negotiation (OCT 2010)
52.215-8	Order of Precedence – Uniform Contract Format (OCT 1997)
52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997)
52.216-4	Economic Price Adjustment – Labor and Material (JAN 1997)
52.219-6	Notice of Total Small Business Set-Aside (NOV 2011)
	DEVIATION 2019-O0003
52.219-8	Utilization of Small Business Concerns (OCT 2018)
52.219-9	Small Business Subcontracting Plan (AUG 2018)
	DEVIATION 2018-O0018
52.219-14	Limitations on Subcontracting (DEC 2018)
	DEVIATION 2019-O0003
52.219-28	Post-Award Small Business Program Rerepresentation (JULY 2013)
52.222-3	Convict Labor (JUNE 2003)
52.222-4	Contract Work Hours and Safety Standards – Overtime Compensation (MAY 2018)

52.222-6	Construction Wage Rate Requirements (AUG 2018)
52.222-7	Withholding of Fund (MAY 2014)
52.222-8	Payrolls and Basic Records (AUG 2018)
52.222-9	Apprentices and Trainees (JULY 2005)
52.222-10	Compliance with Copeland Act Requirements (FEB 1988)
52.222-11	Subcontracts (Labor Standards) (MAY 2014)
52.222-12	Contract Termination – Debarment (May 2014)
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations (MAY 2014)
52.222-14	Disputes Concerning Labor Standards (FEB 1988)
52.222-15	Certification of Eligibility (MAY 2014)
52.222-21	Prohibition of Segregated Facilities (APR 2015)
52.222-26	Equal Opportunity (SEPT 2016)
52.222-27	Affirmative Action Compliance Requirements for Construction (APR 2015)
52.222-35	Equal Opportunity for Veterans (OCT 2015)
52.222-36	Equal Opportunity for Workers with Disabilities (JULY 2014)
52.222-37	Employment Reports on Veterans (FEB 2016)
52.222-40	Notification of Employees Rights under the National Labor Relations Act (DEC 2010)
52.222-50	Combating Trafficking in Persons (JAN 2019)
52.222-54	Employment Eligibility Verification (OCT 2015)
52.222-55	Minimum Wages under Executive Order 13658 (DEC 2015)
52.222-62	Paid Sick Leave Under Executive Order 13706 (JAN 2017)
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEPT 2013)
52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2011)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (AUG 2018)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
52.225-9	Buy American – Construction Materials (MAY 2014)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.227-1	Authorization and Consent (DEC 2007)
52.227-4	Patent Indemnity -- Construction Contracts (DEC 2007)
52.228-2	Additional Bond Security (OCT 1997)
52.228-5	Insurance—Work on a Government Installation (JAN 1997)
52.228-11	Pledges of Assets (AUG 2018)
52.228-14	Irrevocable Letter of Credit (NOV 2014)
52.228-15	Performance and Payment Bonds – Construction (OCT 2010)
52.229-3	Federal, State, and Local Taxes (FEB 2013)
52.232-5	Payments under Fixed-Price Construction Contracts (MAY 2014)
52.232-16	Progress Payments – Alternate I (MAR 2000)
52.232-18	Availability of Funds (APR 1984)
52.232-23	Assignment of Claims (MAY 2014)
52.232-27	Prompt Payment for Construction Contracts (JAN 2017)
52.232-33	Payment by Electronic Funds Transfer – System for Award Management (OCT 2018)
52.232-39	Unenforceability of Unauthorized Obligations (JUNE 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)
52.233-1	Disputes (MAY 2014)
52.233-3	Protest after Award (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)

52.236-1	Performance of Work by the Contractor (APR 1984)
52.236-2	Differing Site Conditions (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-4	Physical Data (APR 1984)
52.236-5	Material and Workmanship (APR 1984)
52.236-6	Superintendence by the Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.236-8	Other Contracts (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-11	Use and Possession Prior to Completion (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-13	Accident Prevention (NOV 1991)
52.236-14	Availability and Use of Utility Services (APR 1984)
52.236-15	Schedules for Construction Contracts (APR 1984)
52.236-17	Layout of Work (APR 1984)
52.236-21	Specifications and Drawings for Construction (FEB 1997)
52.236-26	Preconstruction Conference (FEB 1995)
52.242-5	Payments to Small Business Subcontractors (JAN 2017)
52.242-13	Bankruptcy (JULY 1995)
52.243-4	Changes (JUNE 2007)
52.244-6	Subcontracts for Commercial Items (JAN 2019)
52.245-1	Government Property (JAN 2017)
52.248-3	Value Engineering – Construction (OCT 2015)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (APR 2012) -- Alternate I (SEP 1996)
52.249-3	Termination for Convenience of the Government (Dismantling, Demolition, Or Removal of Improvements (APR 2012)
52.249-10	Default (Fixed-Price Construction) (APR 1984)
52.253-1	Computer Generated Forms (JAN 1991)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

452.224-70	Confidentiality of Information (FEB 1988)
452.232-1	Reimbursement for Bond Premiums--Fixed-Price Construction (NOV 1996)
452.236-70	Additive or Deductive Items (FEB 1988)
452.236-71	Prohibition Against the use of Lead-Based Paint (NOV 1996)
452.236-72	Use of Premises (NOV 1996)
452.236-73	Archaeological or Historic Sites (FEB 1988)
452.236-74	Control of Erosion, Sedimentation, and Pollution (NOV 1996)
452.236-76	Samples and Certificates (FEB 1988)
452.236-77	Emergency Response (NOV 1996)
452.245-70	Government-furnished Property (FEB 1988)

I.2 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Agriculture Acquisition Regulation (48 CFR Chapter 4) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.3 FAR 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least FIFTY (50) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

I.4 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. The Contractor shall have bodily injury liability insurance coverage written on a comprehensive form of policy of at least \$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 liability covering the operation 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.

Alternate I (NOV 1996).

Paragraph (b), when additionally the contractor must have property damage liability coverage:

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

(2) The Contractor shall have property damage liability insurance shall be required in the amount of **'minimum as required by the State of California'** per occurrence.

I.5 AGAR 452.236-75 Maximum Workweek--Construction Schedule (NOV 1996)

Within 10 calendar days after receipt of a written request from the Contracting Officer, the Contractor must submit the following in writing for approval:

- (a) A schedule as required by FAR clause 52.236-15, Schedules for Construction Contracts, and
- (b) The hours (including the daily starting and stopping times) and days of the week the Contractor proposes to carry out the work.

The maximum workweek that will be approved is **MONDAY-FRIDAY**.

(END OF SECTION)

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENT

SECTION J – LIST OF ATTACHMENTS

J-1 LIST OF ATTACHMENTS (AGAR 452.252-70) (FEB 1988)

NUMBER	TITLE	PAGES
1	Drawings – 95% Construction Documents*	88
2	Specifications – 95% Construction Documents*	830
3	Fire Plan	9
4	DOL Construction Wage Rates General Decision Number CA20190026 05/03/2019 San Bernardino County	37
5	Past Performance Questionnaire	5

NOTE:

***95% Construction Documents [CD] Drawings and Specifications are included in this solicitation. 100% CD Drawings and Specifications will be provided via an amendment to this solicitation posted to the announcement on Federal Business Opportunities. Anticipated on or about August 16, 2019. The Government expects only minor changes from the 95 and 100 percent Construction Documents.**

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

K.1 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>

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.204-7	System for Award Management (OCT 2018)
52.223-1	Bio-based Product Certification (MAY 2012)
52.236-28	Preparation of Proposals – Construction (OCT 1997)

K.2 AGAR 452.219-70 SIZE STANDARD AND NAICS CODE INFORMATION (NOV 1996)

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: 236220 – Commercial and Institutional Building Construction

Size Standard: \$36.5 million.

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

(End of provision)

K.3 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2018)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 236220 – Commercial and Institutional Building Construction

(2) The small business size standard is \$36.5 million.

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

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

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

(c)

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

- (vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (ix) 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.
- (x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). 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.
- (xii) 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.
- (xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiv) 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.
- (xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xvi) 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.
- (xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation. This provision applies to solicitations that include the clause at 52.204-7.
- (xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xx) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$80,317, the provision with its Alternate II applies.

(D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xxiii) 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.

(xxiv) 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 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)

K.4 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror has does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

K.5 FAR 52.209-13 Violation of Arms Control Treaties or Agreements – Certification (JUNE 2018)

Violation of Arms Control Treaties or Agreements—Certification (JUN 2018)

(a) This provision does not apply to acquisitions below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.

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

_____ (1) The Offeror certifies 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 via the internet at <https://www.state.gov/t/avc/rls/rpt/>; 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 via the internet at <https://www.state.gov/t/avc/rls/rpt/>; 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 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)

K.6 SYSTEM FOR AWARD MANAGEMENT [SAM]

COMPLETE THE FOLLOWING:

Is the Offeror currently registered in SAM (Yes / No): _____

DUNS # _____

Prior to submitting an offer/proposal contractors **shall** be registered and have an active account with the System for Award Management (SAM) pursuant to FAR 4.1102 and other applicable regulations and guidelines (Refer to FAR clause 52.204-7 in Section L of this solicitation).

Any offer received from vendors not registered in SAM shall be considered Non-Responsive and shall not be evaluated or considered for award.

The System for Award Management (SAM) is a Federal Government owned and operated **FREE** website that consolidates the capabilities in CCR/FedReg, Online Representations and Certifications Application (ORCA) and the Excluded Parties List System (EPLS). <https://www.sam.gov/SAM>.

(END OF SECTION)

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

L.1 **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>

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

52.204-7	System for Award Management (OCT 2018)
52.204-16	Commercial and Government Entity Code Reporting (JUL 2016)
52.204-22	Alternative Line Item Proposal (JAN 2017)
52.215-1	Instructions to Offerors—Competitive Acquisition (JAN 2017)
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999)
52.225-10	Notice of Buy American Requirement—Construction Materials (MAY 2014)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) PROVISIONS

452.204-70	Inquiries (FEB 1988)
452.215-72	Amendments to Proposals

L.2 **FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a FIRM-FIXED-PRICE contract for construction resulting from this solicitation.

L.3 **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:

Jeremy Bedner, Contracting Officer
 USDA Forest Service Region 5 Regional Office – AQM
 1323 Club Drive
 Vallejo, CA 94592

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

L.4 FAR 52.236-27 SITE VISIT (CONSTRUCTION) – ALT I (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) An organized site visit has been scheduled for --
TBD*

(c) Participants will meet at --
TBD*

***SEE SECTION C.3**

L.5 FAR 52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.*, bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds --

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price or **\$500K** whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

L.6 FAR 52.252-5 Authorized Deviations in Provisions (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Agriculture Acquisition Regulation (48 CFR Chapter 4) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L.7 PROPOSAL SUBMISSION INSTRUCTIONS

1. General Proposal Information

The proposal should be prepared simply and economically, providing straightforward, concise delineation of capabilities to perform the contract. The proposal should be practical, legible, clear and coherent. All proposal information is to be submitted utilizing the English language. Offerors are cautioned that sufficient and detailed information must be presented in their technical proposals to enable the Government to evaluate their proposals fully in accordance with the evaluation and award criteria contained herein. The Government is not obligated to request additional information, and in the absence of appropriate information, the proposal may be rated deficient. Offerors are discouraged from providing information not required by the RFP. The technical proposal fundamentally shall address the offeror's capability and proposed approach to fully perform the requirements of the Request for Proposal (RFP).

2. General Submission Instructions

Offeror shall be required to submit the proposal with the minimum content as specified herein. Proposals without the minimum content may be rejected. Proposals submission will be allowed until the date and time indicated on Standard Form 1442.

Proposals shall be submitted **electronically only** to Jeremy Bedner – Contracting Officer, Forest Service Region 5 Regional Office Acquisition Management – at the email address.

Jeremy.bedner@usda.gov

NOTE: Electronic proposals must be transmitted and confirmed received by the established due date and time.

3. Proposal Format and Submittal Requirements

Proposals shall be submitted in two parts (volumes):

Volume 1. Technical Proposal

Volume 2. Price Proposal

The Technical Proposal and Price Proposal shall be separate and complete in itself for the purpose of evaluating each proposal part independently of the other. Failure to submit a complete proposal may result in the entire offer being rejected.

Offeror shall submit ONE (1) electronic copy – in any combination of Adobe Acrobat, MS Excel, MS Word format – for each Volume 1 and 2 proposal.

VOLUME 1, Technical Proposal

FACTOR 1 – Relevant Prior Project Experience

1. Offerors shall submit relevant construction project experience information with references of their firm and any proposed major subcontractors. “Relevant” is defined as similar in size, scope, nature, magnitude and/or complexity.
2. **List and provide information for AT MINIMUM THREE (3) major contracts and subcontracts completed within the last three years. Limit to FIVE (5) contracts/projects.**
3. Contracts submitted may include those with the Federal Government, state and local government agencies, and commercial customers.
4. For each contract or subcontract submitted, include the following information:
 - a. Name of customer or contracting activity
 - b. Contract number
 - c. Contract type
 - d. Total contract value
 - e. Completion date, or anticipated completion date if in progress
 - f. Scope, magnitude, complexity of the work
 - g. Contracting Officer (or Customer Representative if commercial)
 - h. Contracting Officer's Representative [COR] or Project Manager
 - i. List of major subcontractors.

NOTE: Provide name, address, telephone, and email address for items g. and h.

Performance information may be obtained from the references provided.

FACTOR 2 – Past Performance

The Government shall evaluate the offeror’s Past Performance. The Government will primarily evaluate the offeror’s Past Performance for each of the projects/contracts submitted under Factor 1 – Relevant Construction Project Experience.

The Government will primarily utilize two methods of evaluating an offeror’s past performance.

A. Federal Government performance evaluations currently in the Government’s past performance databases e.g., Past Contractor Performance Assessment Reporting System [CPARS] / Performance Information Retrieval System [PIRS].

B. Past Performance Questionnaires – completed and submitted.

1. For each project/contract submitted under Factor 1 – Relevant Construction Project Experience, the offeror shall submit completed Government past performance database (CPARS/PIRS) evaluations. To improve accuracy of database searches, the offeror should also provide the CAGE Codes for the prime contractor.
2. For each of the project submitted under Factor 1 for which a Government performance evaluation has not been completed in the CPARS system, the offeror shall submit a Past Performance Questionnaire [PPQ] **completed** by an appropriate customer representative that can provide an evaluation/opinion of the offeror’s past performance for the project.

Attachment 5 – Past Performance Questionnaire [PPQ] is included in this solicitation.

Alternate formats/substitutes for the PPQ Attachment 5 may be submitted and shall be considered acceptable provided the format, general contract/project information requested, factors and ratings are similar to the PPQ included in this solicitation.

Completed PPQ forms shall be submitted prior to the closing date of the solicitation and/or as part of the proposal submission. The PPQ can be sent directly to the Government by the project customer, directly by the offeror prior to the proposal due date, or by the offeror with the proposal submission. If the client requests, questionnaires may be submitted directly to the Government's point of contact – Jeremy Bedner, via email at Jeremy.bedner@usda.gov prior to proposal closing date. Offerors are encouraged to follow-up with clients/references to ensure timely submittal of questionnaires. The offeror is responsible for ensuring that the completed questionnaires are submitted by the closing date. There is no page limit for this factor.

The Government will evaluate the past performance information provided with the proposal. The Government may contact and reserves the right to interview the project/contract representative on CPARS evaluations and/or evaluators/submitting POCs for PPQs.

In addition to the above, the Government may review any other sources of information for evaluating past performance. Past performance information may be obtained from any other sources available to the Government, to include, but not limited to, the Past Performance Information Retrieval System(PPIRS), Contractor Performance Appraisal Reporting System(CPARS), Federal Awardee Performance and Integrity Information System(FAPIIS), Electronic Subcontract Reporting System (eSRS), or other databases; interviews with Program Managers, Contracting Officers, and other Government officials. While the Government may elect to consider data from other sources, **the burden of providing detailed, current, accurate and complete past performance information rests with the offeror.**

At no time during this process, nor during the debriefing, nor after award, will the names of the individuals providing reference information about an offeror's past performance be revealed to the offerors or to any other party. Adverse past performance information may be extracted and provided to the offeror, but records or the source of the information will not be furnished to the offeror and will remain confidential.

FACTOR 3 – Technical Approach

Offerors shall submit a narrative that addresses each of the following:

- Describe the proposed management structure for the organization, and the authorities and the delegations of authority within the organization.
- Describe the overall management approach including:
 - Lines and methods of communication and decision-making
 - The role of key subcontractors and specialty contractors
 - How schedule and cost will be managed.
- Describe the quality assurance / quality control plan
- Describe the proposed approach for completing the requirement within the established period of performance.
- Describe the offeror's past experience working in a similar setting. Describe other similar projects where you have successfully overcome challenges based on setting or scope.

VOLUME 2, Price Proposal

Consisting of submissin of the following:

- Standard Form [SF] 1442 – Solicitation, Offer, and Award. Complete all applicable field. Sign and date Blocks 30a-c.
- Section B Schedule of Supplies and Service, B.1 Bid Schedule – Provide pricing information for all bid items – Base and Alternative. No breakdown of unit price is required
- Bid Guarantee – required for all proposals with amount exceeding \$150,000.00.
- Acknowledgement (signed) all solicitation amendments.

(END OF SECTION)

SECTION M – EVALUATION PROCEDURES AND FACTORS

M.1 EVALUATION FACTORS.

The Government shall evaluate submitted proposals in accordance with the following Evaluation Factors:

- | | |
|--------------------------------------|----------------------------|
| 1. Relevant Prior Project Experience | Non-price technical factor |
| 2. Past Performance | Non-price technical factor |
| 3. Technical Approach | Non-price technical factor |
| 4. Price | |
-

M.2 Technical (non-price) Factor Evaluation

Factor 1 – Relevant Prior Project Experience. Shall be evaluated on the basis of work/contract/project the offeror has completed that is similar in size, scope, magnitude, and complexity as the project of this solicitation.

Evaluation Criteria

The Government will review the submitted projects to evaluate the extent and relevance of the offeror’s project experience.

Factor 2 – Past Performance. Shall be evaluated in terms of the quality of the offeror’s performance on the prior contracts/project submitted under Factor 1 – Relevant Prior Project Experience and other contracts known to the Government, based upon information obtained from submitted Past Performance Questionnaires [PPQs] with references provided by the offeror, completed Federal Government performance evaluations (CPARS/PPIRS) and other sources.

Past performance will be evaluated based upon contracts/projects completed during the prior three (3) years ONLY.

Evaluation Criteria

Past performance of submitted prior projects/contracts will be evaluated primarily on the following categories/criteria:

- i. Technical/Quality of Services
- ii. Schedule/Timeliness
- iii. Cost Control
- iv. Management or Business Relations

If an offeror has no record of past performance, the Forest Service will not evaluate the offeror favorably or unfavorably and will be rated as “Neutral” for this factor.

The Office of Management and Budget (OMB) has authorized Federal agencies to collect past performance information under OMB clearance number 9000-0142. The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government.

Factor 3 – Technical Approach. Shall be evaluated based on the submission requirements for the Technical Approach

narrative provided in Section L. As follows:

- Describe the proposed management structure for the organization, and the authorities and the delegations of authority within the organization.
- Describe the overall management approach including:
 - Lines and methods of communication and decision-making
 - The role of key subcontractors and specialty contractors
 - How schedule and cost will be managed.
- Describe the quality assurance / quality control plan
- Describe the proposed approach for completing the requirement within the established period of performance.
- Describe the offeror's past experience working in a similar setting. Describe other similar projects where you have successfully overcome challenges based on setting or scope.

Evaluation Criteria

Based on the narrative provided, the Government will evaluate the Offeror's overall technical approach to this solicitation project and the narrative's demonstration of the offeror's capability to execute the awarded contract with a cohesive approach and collaborative team effort. The Government will evaluate the strengths, weaknesses, and any deficiencies in the narrative. All narrative topics must be addressed.

M.2 TECHNICAL RATINGS.

Factor 1 Relevant Prior Project Experience

Factor 3 Technical Approach

Outstanding

Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths. The offeror has convincingly demonstrated an effective, efficient, and economical solution. Exceeds most of the required performance outcomes or capabilities in ways beneficial to the agency and has no significant weakness. The risk of unsuccessful performance is low.

Good

Proposal indicates a thorough approach and understanding of the requirements. The response fully meets the requirements and may produce results which should prove to be substantially beneficial to the Government. Exceeds a few of the required performance outcomes or capabilities in a beneficial way to the agency and has no significant weakness. The risk of unsuccessful performance is low to moderate.

Acceptable

Proposal meets requirements and indicates an adequate approach and understanding of the requirements. The response may contain weaknesses and/or significant weaknesses that are correctable. If any weaknesses and/or significant weaknesses are noted, they should not seriously affect the offeror's performance. The risk of unsuccessful performance is moderate.

Marginal

Proposal has not demonstrated an adequate approach and understanding of the requirements and fails to meet evaluation standards. The response marginally meets or fails to meet the minimum evaluation standard. The response contains weaknesses and/or significant weaknesses and may contain deficiencies. If deficiencies exist, they may be correctable. The risk of unsuccessful performance is high.

Unacceptable

Proposal fails to meet a minimum requirement or contains a major deficiency or major deficiencies. The deficiency is uncorrectable without a major revision of the proposal. The response is incomplete, vague, incomprehensible, or incorrect as to be unacceptable. The deficiency or deficiencies are uncorrectable without a major revision of the proposal. The risk of unsuccessful performance is unacceptable.

Factor 2 Past Performance**Substantial Confidence**

Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.

Satisfactory Confidence

Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.

Limited Confidence

Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.

No Confidence

Based on the offeror's recent/relevant performance record, the Government has no expectation that offeror will be able to successfully perform the required effort.

Neutral (Unknown Confidence)

No recent/relevant performance record is available or the offeror's performance sparse so that no meaningful assessment rating can be reasonably assigned.

M.3 PRICE EVALUATION

The Price Proposal shall be evaluated based on the pricing information submitted per Section B Schedule of Supplies and Service, B.1 Bid Schedule. The proposed pricing shall be reviewed Fair and Reasonable Pricing and Price Realism IAW FAR 15.4 Contract Pricing, 15.404 Proposal Analysis.

ALTERNATIVE BID ITEMS

The Government will evaluate offers for award purposes by adding the total price for all Alternative Bid Items to the total price for the Base Bid Items. The Government may determine that an offer is unacceptable if the Alternative Bid Items' pricing are significantly unbalanced. Evaluation of Alternative Bid Items shall not obligate the Government to award those bid items.

M.4 AWARD DETERMINATION

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer/proposal conforming to the solicitation is determined to be the most advantageous and represent the Best Value to the Government. Best Value determination shall be based on the following non-price technical factors and price factor.

1. Relevant Prior Project Experience	Non-price technical factor
2. Past Performance	Non-price technical factor
3. Technical Approach	Non-price technical factor
4. Price	

The non-price technical factors, when combined, are equally as important as Price.

The Government reserves the right to enter into discussions. The Government reserves the right to award without discussions. Therefore, each initial proposal should contain the offeror's best terms.

M.5 SOURCE SELECTION PROCESS

All proposals received in response to this solicitation will be evaluated in accordance with the following source selection procedures. The principal objective of this process is to select a responsible offeror who submits the offer that is the Best Value to the Government. The process is designed to ensure the impartial, equitable, and comprehensive evaluation of all proposals received in response to this solicitation

The appropriate Government personnel shall evaluate the proposals individually based solely on the evaluation factors and criteria identified in this section. The evaluation shall all individual evaluators' ratings for each factor, identified strengths and weaknesses, individual evaluators' overall technical proposal rating, and evaluation group consensus review and agreement of overall technical proposal rating. The Government may make the final source selection decision. Or the Government may engage in clarifications or communications prior to the establishment of a competitive range or establish a competitive range and conduct discussions with those offerors that are included in the competitive range. Following discussions and receipt of final revised proposal (if applicable), final technical ratings will be established.

M.6 NOTICE OF AWARD

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