


<b>SOLICITATION, OFFER, AND AWARD</b> (Construction, Alteration, or Repair)	1. SOLICITATION NO. 129AC720R0002	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 03/20/2020	PAGE OF PAGES 1 31	

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

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. 992917	6. PROJECT NO.
7. ISSUED BY USDA FOREST SERVICE R5 NO-CAL ACQ SERVICE AREA NCASA 3644 AVTECH PARKWAY SUITE 180 REDDING CA 96002	CODE 9AC7	8. ADDRESS OFFER TO KATHERINE E. PASINI 825 N. Humboldt Avenue Willows, CA 95988 Email: SM.FS.NCASA@usda.gov	
9. FOR INFORMATION CALL: 	a. NAME KATHERINE PASINI	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 530-226-2446	

### 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)

LEECH LAKE ROAD DECOMMISSIONING  
Mendocino National Forest

NAICS: 237310  
Size Standard: \$39.5 M  
Set Aside: 100% Total Small Business

Government Estimate Range between: \$250,000 - \$500,000

DUNS \_\_\_\_\_

Tax ID: \_\_\_\_\_

Email: \_\_\_\_\_

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11. The Contractor shall begin performance _____ 10 _____ calendar days and complete it within _____ 90 _____ calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. The performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See Section F _____.)	
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 5
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 _____ 1300 _____ (hour) local time _____ 05/12/2020 _____ (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
b. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.	
c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
d. Offers providing less than _____ 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		

**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 R5 NO-CAL ACQ SERVICE AREA NCASA 3644 AVTECH PARKWAY SUITE 180 REDDING CA 96002	CODE 9AC7	27. PAYMENT WILL BE MADE BY

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

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

# CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
129AC720R0002

PAGE 3 OF 31

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Leech Lake Road Decommissioning</p> <p>Delivery: 08/20/2020</p> <p>Delivery Location Code: 91Z9</p> <p>MENDOCINO NATIONAL FOREST</p> <p>825 N HUMBOLDT AVENUE</p> <p>WILLOWS CA 95988 US</p> <p>FOB: Destination</p> <p>Leech Lake Road Decommissioning</p>				

**LEECH LAKE ROAD DECOMMISSIONING  
MENDOCINO NATIONAL FOREST**

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**PART I - SCHEDULE OF ITEMS**

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**SECTION B - Supplies or Services and Prices**

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**Leech Lake Road Decommissioning  
Mendocino National Forest**

**B-1 BID SCHEDULE**

<b>PAY ITEM NUMBER</b>	<b>PAY ITEM DESCRIPTION</b>	<b>PAY UNIT</b>	<b>EST. QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
15101	Mobilization	Lump Sum	1	\$ _____	\$ _____
20305	Removal of Structures and Obstructions	Lump Sum	1	\$ _____	\$ _____
20402	Roadway Excavation, Compaction Method (E) Finishing Method ,(A).	Mile	5.6	\$ _____	\$ _____
20420	Drainage Excavation, Type Rolling Dip	Each	30	\$ _____	\$ _____
21102	Roadway obliteration method (2)	Mile	9.5	\$ _____	\$ _____
25102	Placed riprap, class 2	Ton	500	\$ _____	\$ _____
62528	Seeding, Fertilizing, and Mulching, dry Method	Lump Sum	1	\$ _____	\$ _____
62904	Erosion Control, type straw	Lump Sum	1	\$ _____	\$ _____
63301	Sign System	Lump Sum	1	\$ _____	\$ _____
<b>Total:</b>					<b>\$ _____</b>

**B.2 Note Regarding Bond Premiums**

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. Payment will be made on actual work performed as described in FP-14 109.01 unless otherwise noted.

**C.1 Scope of Work**

The intent of this contract is to furnish all labor, equipment, and materials necessary for the decommissioning of 9.5 miles, from which 5.6 miles of road are to be turned into trail on the Covelo Ranger District of the Mendocino National Forest. Major items of work include, but are not limited to: removal of structures and obstructions, roadway obliteration and outslipping, placement of rip rap, and seeding and mulching. Roadway Obliteration includes removal of fill material at local drainages to restore natural stream drainage patterns, construction of rolling dips and ripping and shaping the road surface. Major quantities include 3.9 miles of total road obliteration using method II; 5.6 miles of road conversion into a 24 inch max width trail; removal of 31 culverts with sizes ranging from 18 inch up to 40 inches in diameter; 200 cubic yards of fill material shall be excavated in order to remove culverts; construction of 30 rolling dips; placement of 500 tons of class 2 rip rap in specified channels; removal of 20 to 30 fallen trees; and placement of seed and straw on decommissioned roads, and newly converted trails, provide and install signs and sign in/registration box at junction of 24N21 and 24N67 as marked on the ground.

**C.2 Location of Project**

The project is located on the Covelo Ranger District of the Mendocino National Forest. To reach the project from Willits, California by going 12 miles north on State Highway 101, then northeast, 28 miles on Highway 162 to Covelo, then drive for 10.5 miles East towards the Eel River Station, and make a left onto road 24N21 (Blands Cove), stay on 24N21 for 10.5 miles to beginning of Project.

**C.3 Contract Time**

Contractor shall complete the work as stated in Section F. The time stated for completion shall include final cleanup of the premises.

**C.4 Special Conditions Effecting the Work**

- a. The indications of physical conditions on the drawings and in the specifications are the result of observations, site investigations by survey and measurements performed by the Government.
- b. Weather conditions should not be a problem for this project during the contract time period. Note the contract time in Section F.
- c. Contractor will have access to the work site during the contract time period by Forest Service and County roads.
- d. Camping Requirements - Before any camp, storage, or service area is operated on National Forest lands or lands administered by the Forest Service, written permission shall be obtained through the Forest Service. See District office for camping permit form and terms. A camp is interpreted to include the campsite or trailer parking area of any employee working on the project for the Contractor. Contractors and their employees shall comply with the rules and regulations governing the operation of the premises of which they occupy.
- e. Tracked Equipment shall not be permitted on bridge decks and bituminous and concrete surfaces unless proper precautions are taken to protect them. Loads on bridges are restricted to Legal Load Limits.
- f. Road 24N21 at the project sites shall remain open to traffic during the construction period, however, the contractor may close the construction site, subject to a 2-hour traffic delay. Refer to Section 635, Temporary Traffic Control, of the project specifications for specific requirements. Contractor shall coordinate these delays with other contractors that may be working in the area.
- g. There is no LIMITED OPERATING PERIOD (LOP) on the site for noise disturbance for this contract.

**C.5 Technical Specifications**

Standard Specifications for Construction of Roads and Bridges on Federal Projects, FP-14 (U.S. Customary Units) is included in this solicitation by reference only. These specifications may be viewed at <https://flh.fhwa.dot.gov/resources/specs>. The requirements contained in these Standard Specifications are hereby made part of this solicitation and any resultant contract.

#### Application of Standard Specifications

Those Standard Specifications applicable to this contract are listed below:

<u>SECTION</u>	<u>TITLE</u>
101	Terms, Format, and Definitions
102	Bid, Award, and Execution of Contract
103	Scope of Work
104	Control of Work
106	Acceptance of Work
107	Legal Relations
108	Prosecution and Progress
109	Measurement and Payment
151	Mobilization
153	Contractor Quality Control
155	Schedules for Construction Contracts
156	Public Traffic
157	Soil Erosion and Sediment Control
201	Clearing and Grubbing
203	Removal of Structures and Obstructions
204	Excavation and Embankment
207	Earthwork Geotextiles
208	Structure Excavation and Backfill for Selected Major Structures
209	Structure Excavation and Backfill
211	Roadway Obliteration
251	Riprap
602	Culverts and Drains
625	Turf Establishment
635	Temporary Traffic Control
705	Rock

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## SECTION D – Government Furnished Property

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NONE

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## SECTION E – Inspection and Acceptance

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### E.1 Inspection of Construction FAR 52.246-12 (AUG 1996)

- (a) Definition. “Work” includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.  
Performance of specific sampling, testing, inspections and record keeping work by the Contractor under this provision will be required only when expressly assigned by the Forest Service Specifications or the Special Project Specifications.
- (c) Government inspections and tests are for the sole benefit of the Government and do not—
  - (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
  - (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
  - (3) Constitute or imply acceptance; or
  - (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.
- (d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer’s written authorization.
- (e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- (f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (g) If the Contractor does not promptly replace or correct rejected work, the Government may—
  - (1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or
  - (2) Terminate for default the Contractor’s right to proceed.
- (h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall be responsible for the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer may make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government’s rights under any warranty or guarantee.



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## **SECTION F - Deliveries or Performance**

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### **F.1 Commencement, Prosecution, and Completion of Work, FAR 52.211-10 (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **August 20<sup>th</sup>, 2020**. By this date final cleanup of the premises shall be complete.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by **May 20, 2020**. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

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## **SECTION G - Contract Administration Data**

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### **G.1 POST AWARD CONFERENCE, (AGAR 452.215-73) (NOV 1996)**

A post award conference with the successful offeror may be scheduled within after the date of contract award. The conference will be held at a mutually agreeable location.

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## **SECTION H - Special Contract Requirements**

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### **H-1 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.

- Burned Area

### **H-2 LANDSCAPE PRESERVATION**

The Contractor shall give attention to the effect of contract operation upon the landscape, shall take care to maintain natural surroundings undamaged, and shall conduct the work at all times in compliance with the following requirements.

- A. The Contractor shall confine operations to within clearing limits or other areas designated in contract documents, and prevent the depositing of rocks, excavated materials, stumps, or other debris outside of these limits. Material which falls outside of these limits shall be retrieved, disposed of, or incorporated in the work as directed by the Contracting Officer, and damage to vegetation or structures outside the clearing limits shall be repaired as directed by the Contracting Officer.
- B. Operations shall be scheduled and conducted to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems and impoundments (lakes, reservoirs, etc.)

- C. Pollutants such as fuels, lubricants, bitumen, raw sewage, and other harmful materials shall not be discharged into or near rivers, streams, and impoundments or into natural or manmade channels leading thereto. Wash water or waste from concrete or aggregate operations shall not be allowed to enter live streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.
- D. Mechanized equipment shall not be operated in live streams without written approval by the Contracting Officer.

## **PART II – CONTRACT CLAUSES**

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### **SECTION I – Contract Clauses**

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#### **I.1 Clauses Incorporated by Reference, FAR 52.252-2 (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):

<http://www.acquisition.gov/far>

[www.usda.gov/procurement/policy/agar.html](http://www.usda.gov/procurement/policy/agar.html)

#### **FEDERAL ACQUISITION REGULATIONS (FAR)**

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)

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (May 2011)

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015)

52.215-2 Audit and Records - Negotiation (OCT 2010)

52.219-6 Notice of Total Small Business Set Aside (NOV

2011) 52.219-14 Limitations on Subcontracting. (JAN 2017)

52.219-28 Post-Award Small Business Program Representations (JUL 2013)

52.222-3 Convict Labor (JUN 2003)

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation (MAR 2018)

52.222-5 Construction Wage Rate Requirements--Secondary Site of the Work. (MAY 2014)

52.222-6 Construction Wage Rate Requirements (AUG 2018)

52.222-7 Withholding of Funds (MAY 2014)

52.222-8 Payrolls and Basic Records (AUG 2018)

52.222-9 Apprentices and Trainees (JUL 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 (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 (SEP 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 Action for Workers with Disabilities (JUL 2014)  
 52.222-37 Employment Reports on Veterans (FEB 2016)  
 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)  
 52.223-6 Drug-Free Workplace. (MAY 2001)  
 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)  
 52.227-1 Authorization and Consent. (DEC 2007)  
 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)  
 52.227-4 Patent Indemnity--Construction Contracts (DEC 2007)  
 52.228-2 Additional Bond Security (OCT 1997)  
 52.228-11 Pledges of Assets. (AUG 2018)  
 52.228-12 Prospective Subcontractor Requests for Bonds (MAY 2014)  
 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)  
 52.232-17 Interest. (MAY 2014)  
 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)  
 52.233-1 Disputes. (MAY 2014)  
 52.233-3 Protest after Award. (AUG 1996)  
 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)  
 52.236-2 Differing Site Conditions. (APR 1984)  
 52.236-3 Site Investigation and Conditions Affecting the Work. (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)  
 52.236-15 Schedules for Construction Contracts. (APR 1984)  
 52.236-21 Specifications and Drawings for Construction (FEB 1997)  
 52.242-13 Bankruptcy. (JUL 1995)  
 52.243-4 Changes. (JUN 2007)

52.246-21 Warranty of Construction. (MAR 1994)  
52.248-3 Value Engineering - Construction. (OCT 2015)  
52.249-2 Termination for Convenience of the Government (Fixed-Price). (APR 2012)  
52.249-10 Default (Fixed-Price Construction). (APR 1984)  
52.253-1 Computer Generated Forms. (JAN 1991)

#### **AGRICULTURE ACQUISITION REGULATION**

452.232-70 Reimbursement for Bond Premiums - Fixed-Price Construction Contracts. (NOV 1996)  
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)

### **I.2 Affirmative Procurement of Biobased Products under Service and Construction Contracts, FAR 52.223-2 (SEP 2013)**

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall—

(1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

### **I.3 52.225-9 Buy American—Construction Materials. (MAY 2014)**

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

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

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

(i) A commercial item (as defined in paragraph (1) of the definition at FAR [2.101](#));

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

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

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

“Component” means an article, material, or supply incorporated directly into a construction material. “Construction material” means an article, material, or supply brought to the construction site by the

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

“Cost of components” means—

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

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

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

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

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which non-availability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material.

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

(b) Domestic preference.

(1) This clause implements [41 U.S.C. chapter 83](#), Buy American, by providing a preference for domestic construction material. In accordance with [41 U.S.C. 1907](#), the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR [12.505\(a\)\(2\)](#)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

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

*[Contracting Officer to list applicable excepted materials or indicate “none”]*

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

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

(iii) The construction material is not mined, produced, or manufactured in the United States

in sufficient and reasonably available commercial quantities of a satisfactory quality.

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

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

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited

in accordance with paragraph (b)(3) of this clause.

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

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

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

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

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

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

**FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE  
COMPARISON**

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

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

*[Include other applicable supporting information.]*

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

#### **1.4 Bid Guarantee, FAR 52.228-1 (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 \$3 Million, 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.

## PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHEMENTS

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### SECTION J – List of Documents, Exhibits and Other Attachments

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#### J.1 Attachments to Statements of Work/Specifications, AGAR 452.211-73 (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.

Attachment No.	Description	Number of Pages
1	Special Project Specifications	46
2	Drawings	12
3	Fire Protection Requirements	9
4	General Decision Number CA 20200007 03/13/2020	37
5	SF 24 Bid Bond	2



**K.1 FAR 52.223-1 Biobased Product Certification MAY 2012)**

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 ([7 U.S.C. 8102\(c\)\(3\)](#)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 3201, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements

**K.2 Annual Representations and Certifications, FAR 52.204-8 (JAN 2020)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **237310**.

(2) The small business size standard is **39.5 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](#) is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and 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 solicitation 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 \$83,099, the provision with its Alternate II applies.

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

(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 Certifications. 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 via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database 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

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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.

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

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### **L.1 Inquiries AGAR 452.204-70 (FEB 1988)**

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

### **L.2 System for Award Management, FAR 52.204-7 (OCT 2018)**

(a) Definitions. As used in this provision—

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM) database” means that—

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

### **L.3 Instructions to Offerors—Competitive Acquisition, FAR 52.215-1 (JAN 2017)**

(a) Definitions. As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the Leech Lake Road Decommissioning,  
Mendocino National Forest

time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iii) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(iv) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral



proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at [52.215-5](#), Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR [52.225-17](#), Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR [15.306\(a\)](#)). Therefore, the offeror's initial proposal

should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.



#### **L.4 Type of Contract, FAR 52.216-1 (APR 1984)**

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

#### **L.5 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction, FAR 52.222-23 (FEB 1999)**

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

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

Goals for Minority Participation for Each Trade: 23.2%      Goals for Female Participation for Each Trade: 6.9%

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

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

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

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Mendocino County, CA.

## **L.6 Notice of Buy American Act Requirement - Construction Materials, FAR 52.225-10 (MAY 2014)**

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

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

(c) Evaluation of offers.

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

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

(d) Alternate offers.

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

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

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

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

## **L.7 Service of Protest, FAR 52.233-2 (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:

Attn: Katherine Pasini  
USDA Forest Service, Northern California Acquisitions Service Area  
825 N. Humboldt Ave  
Willows, CA 95988

(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.8 Preparation of Proposals – Construction, FAR 52.236-28 (OCT 1997)**

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms; and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including -

- (1) Lump sum price;
- (2) Alternate prices;
- (3) Units of construction; or
- (4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

## **L.9 Instructions for the Preparation of Technical and Business Proposals**

(a) General Instructions. Proposals submitted in response to this solicitation shall be furnished in the following format with the numbers of copies as specified below.

- (1) The proposal must include a technical proposal and business proposal. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost.
- (2) The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this RFP.
- (3) Offerors shall submit their proposal(s) in the following format and the quantities specified:
  - (a) one copy of the completed, signed offer (Sections A, B and K of the solicitation package)
  - (b) one copies of the technical proposal
  - (c) one original of the bid guarantee

(b) Technical Proposal Instructions. The technical proposal will be used to make an evaluation and arrive at a determination as to whether the proposal meets the Government's requirements. The proposal must clearly provide responses to the evaluation factors. *Offerors may respond to the Evaluation Factors using any format they desire.*

(c) Business Proposal Instructions.

(1) Price Proposal. Completion of Section B, Schedule of Items, will be considered your price proposal.

#### **L.10 Electronic Submissions**

1. Proposals must be submitted electronically. Email responses to this solicitation to [SM.FS.NCASAINBOX@usda.gov](mailto:SM.FS.NCASAINBOX@usda.gov). Include the solicitation number in the subject line of the email.
2. Please limit the size of your file to 5 MB or less; more is not always better, so please be concise.
3. Files in Adobe Acrobat are the preferred file type; other types may be accepted but the offeror may be required to change type if the Government cannot open the attachment.

#### **L.11 Site Visit, FAR 52.237-1 (Apr 1984)**

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

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## SECTION M - Evaluation Factors for Award

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### M-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/browse/index/far>

### M-2 Award Determination

Award will be made to the acceptable offer providing the best value to the government, considering price and the non-price factors listed below. Non-price evaluation factors, when combined, are *approximately equal to price*.

The award decision will be based on a tradeoff between price and non-price factors, comparing the relative risk to the government of poor or non-performance posed by each of the offerors, and making a judgment as to whether or not reduced risk of performance is worth the additional cost. In some cases this may result in award to a lower-ranked but lower-priced offer; in other cases the result may be award to a higher-ranked but higher-priced offer.

### M-3 Acceptability of the Offer

The Contracting Officer will examine offers and if any of the situations below are identified, the proposal will be rejected as unacceptable and will not receive further consideration.

- (1) Offeror takes exception or changes any term or conditions of the RFP, including attachments.
- (2) Offeror is NOT currently registered in the System for Award Management (SAM) by the closing time of the solicitation.
- (3) Offeror cannot be verified as a Small Business Concern as shown in SAM or other proof as submitted by the offeror.
- (4) Offer is missing required bid guarantee or the document is deemed insufficient.
- (5) Offer is missing a technical proposal.

### M-4 Evaluation Factors

The Government will assess the capability of each offeror on the basis of the following criteria that are approximately equal in value: (1) Technical Approach/Understanding the work, (2) Relevant Experience, and (3) Relevant Past Performance. The Government will not assess capability on a pass/fail basis, but will use its assessments of capability as a basis for comparing offerors to determine best value.

**(1) Technical Approach/Understanding the Work.** The Government will evaluate each offeror's relative understanding of the Government's requirements and the manner in which they plan to execute the work defined in the solicitation.

Offerors shall submit a written discussion of their technical approach to this project with enough information about their plan to execute the work defined in this solicitation, providing adequate

documentation demonstrating a clear understanding of the major work components. A key component is demonstrating an understanding of the solicitation requirements. A complete proposal will describe information gleaned from a site visit and any conclusions observed and include a description of the resources (personnel and equipment) planned for use on the project. Offerors that present a complete understanding of the work to be performed and provide an excellent approach to accomplishing the major components of the work will receive the highest rating. The Government will evaluate technical proposals strictly on content and will not assume that performance will include anything not specified in the proposal or statement of work.

Offerors shall provide a planned sequencing of all work.

**(2) Relevant Experience.** The Government will evaluate each offeror's experience on the basis of its firm's breadth, depth, and relevance to the work required under the prospective contract. The Government will not evaluate an offeror's experience on the basis of the firm's individual personal experience of the offeror's key personnel. However, the Government may consider the extent to which the offeror's key personnel have worked together in the past. The Government may evaluate the firm's experience of the offeror's proposed key subcontractors.

Relevant experience must be clearly demonstrated in the technical proposal and not left to speculation. Identify which projects you have successfully completed that you consider affords the evidence that proves your firm has the experience has required to complete this project.

Each offeror will be evaluated on the type and relevance of the previous work. The highest rating will be given to firms who have performed similar road work over the past three years.

**(3) Relevant Past Performance.** Past performance is a measure of the degree to which an offeror satisfied its customers in the past and complied with Federal, state, and local laws and regulations. The Government may contact some of each offeror's customers to ask if the offeror: (1) was capable, efficient, and effective; (2) performance conformed to the terms and conditions of its contract (specifications); (3) completed the work within the contract time; (4) was reasonable and cooperative during performance; and was committed to customer satisfaction. In evaluating past performance, the Government's evaluation is not limited to the references provided by the offeror; other sources of information, including, but not limited to: Federal, state, and local government agencies, better business bureaus, published media, and electronic data bases may be utilized. The Government may also include evaluation of the organizational past performance of the offeror's proposed key subcontractors if applicable.

Offerors shall submit references for at least 3 prior contracts but no more than 6. References shall provide a current point of telephone and email contact. If an offer does not have past performance this should be identified and not left blank.

Firms lacking a past performance record (e.g., new firms or those with no relevant experience within their organization) will be treated as an unknown performance risk, receiving a neutral rating in this criteria.

The highest rating will be given to firms who have performed work and who receive high recommendations in the areas of quality of services, business relations, and cost control.

Quality of services is defined as having demonstrated the ability to perform construction in accordance with contract plans and specifications and conforming to good standards of workmanship.

Business relations are defined as having the ability to effectively manage projects, establishing positive working relationships with the Contracting Officer and technical representatives, exhibiting reasonable and cooperative behavior, flexibility, and a businesslike concern for the

customer's interests.

Cost Control is defined as having the ability to complete contracts within budget, presenting effective contractor recommended solutions with reasonable price changes.

**(4) Price Evaluation Factor:** It is the Government's intent to assess the prices to determine if they are reasonable (reflective of the offeror's understanding of the work and ability to perform the contract).

Offerors shall submit pricing information on the schedule of items. The importance of price may become greater as the differences between the other evaluation factors decrease.