


| | | | | | |
|--|--|--|------------------------------|-----------------------|--|
| SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair) | 1. SOLICITATION NO. AG-8508-S-17-0042 | 2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | 3. DATE ISSUED 08/04/2017 | PAGE OF PAGES 1 41 | |
| | | | | | |

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

| | | | |
|--|---------------------|--|----------------|
| 4. CONTRACT NO. | | 5. REQUISITION/PURCHASE REQUEST NO. 863275 | 6. PROJECT NO. |
| 7. ISSUED BY USDA FOREST SERVICE ROCKY MOUNTAIN REGIONAL OFFICE 1617 COLE BLVD LAKEWOOD CO 80401 | CODE 82X9 | 8. ADDRESS OFFER TO USDA FOREST SERVICE 1617 COLE BOULEVARD LAKEWOOD CO 80401 | |
| 9. FOR INFORMATION CALL:  | a. NAME STAR YEO | b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (303) 275-5311 | |

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)

This is a new project for construction services for the Brush Creek/Hayden Ranger District located on the Medicine Bow-Routt National Forest and Thunder Basin National Grassland (MBRTB). The purpose of this contract is to perform sewer and water line construction work at the Brush Creek/Hayden Ranger District compound located in Saratoga, Wyoming. The work shall consist of all necessary labor, supervision, equipment, tools, and materials to connect the District compound to the Town of Saratoga's municipal utilities.

Location of Project:

2171 Highway 130

PO Box 249

Saratoga, WY 82331

Latitude 41.437808° Longitude -106.803759°

Contract Time: 180 calendars days, starting on or about September 11, 2017

Contract magnitude of this contract is between \$250,000 to \$500,000.

North American Industrial Classification (NAICS) Code applicable to this acquisition
Continued ...

| | |
|--|---|
| 11. The Contractor shall begin performance <u>10</u> calendar days and complete it within <u>180</u> calendar days after receiving <u>F.6 Period of Performance</u> | |
| <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 <u>F.6 Period of Performance</u> .) | |
| 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 15 | |
| 13. ADDITIONAL SOLICITATION REQUIREMENTS: | |
| a. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>1200</u> (hour) local time <u>09/04/2017</u> (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. | |
| b. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required. | |
| c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. | |
| d. Offers providing less than <u>0</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected. | |

OFFER (Must be fully completed by offeror)

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

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

AMOUNTS

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

19. ACKNOWLEDGEMENT OF AMENDMENTS

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

| AMENDMENT NO. | | | | | | | | | | |
|---------------|--|--|--|--|--|--|--|--|--|--|
| DATE. | | | | | | | | | | |

| | | |
|--|----------------|-----------------|
| 20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | 20b. SIGNATURE | 20c. OFFER DATE |
|--|----------------|-----------------|

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

Continued...

| | | |
|---|---------------------------------------|--|
| 22. AMOUNT | 23. ACCOUNTING AND APPROPRIATION DATA | |
| 24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) | ITEM | 25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) () |
| 26. ADMINISTERED BY CODE 8508 MEDICINE BOW NATIONAL FOREST 2468 JACKSON ST LARAMIE WY 82070 | 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) STAR M. YEO |
| 30b. SIGNATURE | 31b. UNITED STATES OF AMERICA BY |
| 30c. DATE | 31c. DATE |

CONTINUATION SHEET

 REFERENCE NO. OF DOCUMENT BEING CONTINUED
 AG-8508-S-17-0042

PAGE

OF

3

41

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 001 | <p>is 237110, Water and Sewer Line and Related Structure Construction. Small Business Size Standard for this acquisition is \$36.50 million</p> <p>THIS IS A TOTAL SMALL BUSINESS SET ASIDE</p> <p>Delivery: 06/17/2017 Delivery Location Code: 8508 MEDICINE BOW NATIONAL FOREST 2468 JACKSON ST LARAMIE WY 82070 US</p> <p>FOB: Destination Period of Performance: 08/01/2017 to 12/31/2017</p> <p>Brush Creek - Hayden Municipal Utility Construction</p> | | | | |

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SECTION B – SCHEDULE OF ITEMS

Price should be the total cost to the Government, including; salary, travel, per diem, equipment, supplies, reporting, computer use, publishing, photographs, telephone, fax, office services, and all other related expenses.

| Item # | Description | Method of Measure | Quantity | Units | Unit Price | Total |
|-------------------------|---|-------------------|----------|-------|------------|-------|
| General Sitework | | | | | | |
| 1 | Mobilization | LSQ | Job | LS | | |
| 2 | Erosion and Sediment Control | LSQ | Job | LS | | |
| 3 | Testing | LSQ | Job | LS | | |
| 4 | Seeding and Mulching | LSQ | Job | LS | | |
| 5 | Cleanup and Restoration | LSQ | Job | LS | | |
| 6 | Construction Surveying | LSQ | Job | LS | | |
| Utility - Water | | | | | | |
| 7 | 6 inch PVC Water Main | AQ | 1197 | LF | | |
| 8 | 4 inch PVC Water Main | AQ | 763 | LF | | |
| 9 | 1-1/2 inch Type K Copper Water Service | AQ | 761 | LF | | |
| 10 | 1-1/2 inch Water Meter and Pressure Regulator w/Pit | AQ | 3 | Unit | | |
| 11 | Gate Valves | AQ | 5 | Unit | | |
| 12 | Bends, Fittings and Couplings | AQ | 22 | Unit | | |
| 13 | Waterline Lowering, Connections, and Removal Work | LSQ | Job | LS | | |
| 14 | Abandon Existing Waterline in Place | LSQ | Job | LS | | |
| Utility - Water | | | | | | |
| 15 | Sanitary Sewer Manholes | AQ | 4 | Unit | | |
| 16 | 6 inch PVC Sanitary Sewer | AQ | 973 | LF | | |
| 17 | 4 inch PVC Sanitary Sewer Service | AQ | 210 | LF | | |
| 18 | 1-1/4 inch PVC Force Main | AQ | 157 | LF | | |
| 19 | Grinder Lift Station | LSQ | Job | LS | | |
| 20 | Abandon Existing Sanitary Sewer in Place | LSQ | Job | LS | | |
| Project Total | | | | | | |

- Mobilization will be negotiated and paid for on this contract.
- Mobilization shall be paid one time per job. Mobilization will not be paid for the return trip to the base of operations, or for re-mobilization to the same project (e.g. equipment taken back to the base of operations for the weekend), unless agreed in advance by the Contracting Officer.
- Mobilization covers the movement of personnel, equipment, supplies, and incidentals to the project area.
- PAYMENT WILL BE MADE ON ACTUAL WORK PERFORMED.
- REQUIREMENTS: OFFERORS MUST BE REGISTERED WITH THE SYSTEM FOR AWARD MANAGEMENT (SAM) IN ACCORDANCE TO FAR 52.204-7. (www.sam.gov)**

Company Name _____ Mailing Address _____
 Base of Operations (If Different from Mailing Address): _____
 City, State, Zip _____ Telephone # _____
 E-Mail Address _____ DUNS Number _____

END OF SECTION B

SECTION C – STATEMENT OF WORK

C.1 PURPOSE

This is a new project for construction services for the Brush Creek/Hayden Ranger District located on the Medicine Bow-Routt National Forest and Thunder Basin National Grassland (MBRTB). The purpose of this contract is to perform sewer and water line construction work at the Brush Creek/Hayden Ranger District compound located in Saratoga, Wyoming. The work shall consist of all necessary labor, supervision, equipment, tools, and materials to connect the District compound to the Town of Saratoga's municipal utilities. The sanitary sewer construction will require the construction of approximately 160 lineal feet of 1 ¼" sanitary sewer force main, a duplex grinder pump lift station, 135 lineal feet of 4" gravity sanitary sewer, and 1000 lineal feet of 6" gravity sanitary sewer from the existing Town of Saratoga 8" gravity sanitary sewer. The existing onsite wastewater disposal system will be abandoned in accordance with WYDEQ regulations once the new sanitary sewer is connected to the Town of Saratoga. In addition, the project includes construction of approximately 1230 lineal feet of 6" water main, 570 lineal feet of 4" fire services and 556 lineal feet of 1-1/2" domestic services to three buildings onsite, two fire hydrants, and all taps, valves, meters, fittings, thrust blocks, and other appurtenances to connect the Forest Service site to the Town of Saratoga water distribution system.

All work shall adhere to industry standards, local building code requirements, and manufacturer installation recommendations.

C.2. SPECIFICATIONS

General specifications for all End Result type work listed in the Schedule of Items are included in this original solicitation as attachment Project Manual Construction Documentation version 08/02/2017.

C.2.1 PLANS

Several plans are included in the Specifications covering certain standard work items. See Attachment Municipal Water & Sewer Construction.

C.2.2 AGAR 452.211-72 *Statement of Work/Specifications. (FEB 1988)*

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

C.2.3 AGAR 452.211-73 *Attachments to Statements of Work/Specifications. (FEB 1988)*

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

C.3 SITE DESCRIPTION AND LOCATION

2171 Highway 130
PO Box 249
Saratoga, WY 82331

Latitude 41.437808° Longitude -106.803759°

C.4 PERMITS

A. State Electrical Inspection is required for this project. Obtain permits for electrical work if the State Electrical Inspector requires a permit to do the inspection.

B. Obtain permits for work required by County, State, or Federal laws or regulations.

C.5 SUBMITTALS

Prepare submittals as required by attached Project Manual Construction Documents.

C.6 USE OF PREMISES

A. Storage of materials and supplies will be confined to areas as approved by the Contracting Officer. All construction waste shall be properly disposed of in accordance with County and Wyoming State Laws.

B. Lodging and meals are available in Saratoga, Wyoming. Public restrooms are not available on-site.

C.7 CONSTRUCTION SEQUENCE

There is no specified construction sequence for this project. However, the connection of the existing compound facilities to the municipal utilities must be done in a manner that will limit the disruption of water and sewer service to essential outages required to connect the new service to the existing water and sewer lines.

C.8 QUANTITY DETERMINATION

Quantities shall be confirmed by the Contractor prior to bid.

C.9 BIOBASED 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 minor construction for which biobased products are available. The list is not all inclusive. It is desirable that vendors be able to supply the greatest number of biobased products listed meeting the health and environmental specifications.

Hydraulic fluid, Equipment Lubricants, Hydraulic Fluids, Fuel Additives, Engine Oils, Office Products (Ink, paper, cleaning products).

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 (i.e. particular crop or livestock). 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.

For more information regarding the Department of Agriculture Biobased Program go to: <http://www.biopreferred.gov>.

END OF SECTION C

SECTION D – PACKAGING AND MARKING

D.1 AGAR 452.247-71 Marking Deliverables (FEB1988)

- (a) The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract.
- (b) Mark deliverables, except reports, for:
 - I. Identifies the contract by number under which the item is being delivered.
 - II. Identifies the contract by project name (Bessey Nursery Greenhouse #6 and #7 Project).
 - III. Identifies the deliverable item number or report requirement which requires the delivered item(s).
 - IV. Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

(End of Clause)

D.2 AGAR 452.247-72 Packing for Domestic Shipment (FEB1988)

- (c) Material shall be packed for shipment in such a manner that will insure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

(End of Clause)

END OF SECTION D

SECTION E – INSPECTION AND ACCEPTANCE

E.1 FAR 52.246-1 Contractor Inspection Requirements. (APR 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

(End of clause)

E.2 FAR 52.246-12 Inspection of Construction. (APR 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.

(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 reinspection 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 defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall 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.

(End of clause)

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.**

Addendum to 452.246-70 – Formal acceptance or rejection of all work will be accomplished by the Contracting Officer or Contracting Officer Representative upon completion of this project on a certified USDA Forest Service Form FS-6300-15 Certification of Final Inspection. After final payment has been received by the Contractor, the Contractor will certify by signing the USDA Forest Service Form FS-6300-16 Contract Release, and provide the original to the Contracting Officer.

E.4 Contractor Quality Control Inspection System

The Contractor shall identify the quality control inspection system it will use to ensure that contract specifications will be achieved. At no time shall the contractor rely upon Government inspections to provide notification of unsatisfactory performance. The Contractor shall produce written inspection records in a format and at times and places satisfactory to the Contracting Officer. Inspection records shall be

made available upon request of the Contracting Officer and be maintained until the date of contract closure. The Contracting Officer may observe the Contractor's inspection at any time and shall otherwise have unlimited access to the inspection data.

E.4.1 Quality Control Plan. The Contractor shall provide a general Quality Control Plan (QCP) with the technical proposal. The Contractor shall supplement the QCP within 7 days before start work based on items awarded to the Contractor and Government comments. The contractor shall conduct quality control inspections on all aspects of work. The field inspections shall be performed on each sub-item listed in each task order.

The general Quality Control Plan must demonstrate how the Contractor will assure quality meets the requirements and specifications of the contract. The Plan shall describe how quality will be monitored to assure the performance standards are met, the supervision of crew and work, and personnel that will be performing the quality control. Quality control shall include monitoring quality while work is in progress, residual tree protection and other associated tasks, such as sample plots of thinning and subitems.

E.4.2 Contractor Quality Control Inspection At no time shall the contractor rely upon Government inspections to provide notification of unsatisfactory performance. The Contracting Officer may observe the Contractor's inspection at any time and shall otherwise have unlimited access to the inspection data.

END OF SECTION E

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): <http://farsite.hill.af.mil/> and the Agriculture Acquisition Regulation may be accessed at www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.242-17 Government Delay of Work (APR 1984)

F.2 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 not later than **March 1, 2018**. The time stated for completion shall include final cleanup of the premises.

Alternate I (Apr 1984). If the completion date is expressed as a specific calendar date, computed on the basis of the contractor receiving the notice to proceed by a certain day, add the following paragraph to the basic clause:

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by September 11, 2017. 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.

NOTE concerning FAR Clause 52.211-10:

(1) It is the Contractor's due diligence to ensure this clause is in the contract when reviewing the Request for Quotation (RFQ) or Proposal (RFP) or Invitation for Bid (IFB), to ensure that a set start time and completion time are established in the contract.

(2) Should the clause not be written in the contract, then this note becomes effective and the Contractor shall commence work within 10 calendar days after the notice to proceed is issued, which shall not occur until the Government accepts in writing the bonds if they are required, and complete it by the delivery date listed on the SF 33, the form used for the contract.

(3) This note is not applicable to contracts that have FAR 52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984) in them.

* The Government recognizes that seasonal climatic conditions may occur that restrict or prohibit normal construction activities. The anticipated length of the seasonal delay for this project is 10 days. This number of days has been included in calculating the stated period of performance. Therefore, the contract period of performance will not be extended due to normal seasonal weather delays.
(End of clause)

F.3 FAR 52.242-14 Suspension of Work. (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed -

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

F.4 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 15 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.

(End of Clause)

F.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 workday that will be approved is 10 Hrs. per day.

(End of Clause)

F.6 AGAR 452.211-74 Period of Performance. (FEB 1988)

The period of performance of this contract is from **September 11, 2017 to February 28, 2018**

(End of Clause)

F.7 AGAR 452.211-75 Effective Period of the Contract. (FEB 1988)

The effective period of this contract is from **date of award through 180 days after award**.

(End of Clause)

F.8 Reports and Plans

Unless otherwise specified, the Contractor shall electronically submit all Contract Data Requirements List Items (CDRL) (contract plans, reports, etc.) in the specified format using Microsoft Office Excel, Word, PDF, or other specified software. If no format is specified, the Contractor may use its own format. Unless otherwise specified, all CDRL items shall be submitted to the Government via electronic submission (e-mail).

F.8.1 The Contractor shall provide all reports, plans, and submittals that are specified in this Section. The Contractor is accountable for assuring that reports contain accurate and complete data. The Contractor shall prepare written procedures describing the source of information as well as the specific steps followed in the collection and preparation of data for each report. All reports must be supported with sufficient documentation and audit trails. The reports shall be titled as listed. The Contractor shall submit a negative report if there is no data to report. Required reports are included in the Specifications: **Section J-1. Bessey Nursery Packing Shed Refrigeration System Replacement – Specifications.**

END OF SECTION F

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 INVOICE

G.1.1 The Department of Agriculture (USDA) mandated the transition of all Integrated Acquisition System (IAS) payments to the US Treasury Invoice Processing Platform (IPP). This allows electronic routing and approval of IAS related invoices. The Forest Service's (FS) completed transition to the new process is scheduled for February 24, 2014.

It will be necessary for contractors to login to their IPP accounts every 90 days to keep their IPP accounts active. The contractor must follow the instructions on how to register and submit invoices via IPP as prescribed in the previous communications from USDA and Treasury. All invoices are to be submitted via the electronic Invoice Processing Platform. This is a mandatory requirement initiated by the U.S. Department of Treasury and you can find more information located on the IPP website. Please make sure that your company has [registered](#) with IPP to establish your account.

G.1.2. INVOICE FORMAT

The invoice format/template the contractor shall use in submitting invoices is to reflect the award document with the individual line items through the IPP platform. The contractor shall attached their companies version of the paper invoice to the IPP invoice.

G.1.3 INVOICE SHALL BE SUBMITTED TO

Contractor shall submit invoices to the [IPP platform](#).

IN ACCORDANCE TO THE TERMS AND CONDITIONS OF THIS CONTRACT.

G.2. PAYMENT:

(1) Contractor and government personnel will decide on the method of payment, whether it be partial payments, based on some measure, or as one deliverable at the end of the project.

(2) Payment for Materials Off Site

In accordance with Clause 52.232-5, progress payments may include payment for materials stored off site. Contractor shall provide a copy of the paid invoice; provide evidence that the material will be included in the finished project; and identify the location where the materials are stored, so that the government may make visual inspection if the Contracting Officer deems it necessary. The Contractor shall be liable for loss, damage, or destruction of the materials until such time as the materials are physically in the possession and control of the government. The Contractor will not be held liable to the extent that the Contracting Officer determines that the loss, damage, or destruction occurred through the fault or negligence of the government or its agents.

G.2.1 PAYMENT WILL BE MADE BY:

Payments are made by the US Department of Treasury through information from System for Award Management (SAM).

G.3 FOREST SERVICE REPRESENTATIVES:

G.3.1 The Procuring Contracting Officer (PCO) is responsible for the administration of this contract and is solely authorized to take action on behalf of the Government. Unless specified otherwise within this contract, the PCO referred to as the Contracting Officer. The Contracting Officer for this contract is:

STAR M. YEO, CONTRACT SPECIALIST

PHONE: 303-275-5311

FAX: 303-275-5453

EMAIL: starmyeyo@fs.fed.us

US Department of Agriculture

Forest Service, Rocky Mountain Region

740 Simms Street

Golden, Colorado 80401

G.3.2 The Contracting Officer Representative is responsible for the on-site administration of this contract. The delegated authority and responsibilities will be defined on a delegation letter issued after contract award.

The Contracting Officer Representative for this contract is:

JACOB BROWN, FACILITIES ENGINEER

PHONE: 307-745-2436

FAX: 307-745-2398

EMAIL: jacobwbrown@fs.fed.us

US Department of Agriculture

Medicine Bowe National Forest

Laramie Ranger District

2468 Jackson St.

Laramie, Wyoming 82070-6535

G.4 AGAR 452.215-73 Postaward Conference. (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled by the Contracting Officer's Representative with time and place.

(End of Clause)

G.5 CONTRACT ADMINISTRATION DATA

1. Contract Award. A written award or acceptance of offer mailed or otherwise furnished to the Contractor shall result in a binding contract without further action by either party.
2. Notice to Proceed. The Contractor shall commence work upon receipt of a properly executed Notice to Proceed.
3. Changes. The Contracting Officer is the only person authorized to approve changes in any of the requirements under this contract and notwithstanding any provisions contained elsewhere in this contract the said authority remains solely with the Contracting Officer. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.
4. Unauthorized Instructions from Government or Other Personnel. The Contractor shall not accept instructions issued by any person employed by the U.S. Government or otherwise other than the Contracting Officer, or the authorized representative of the Contracting Officer acting within the limits of his/her authority.
5. Designation of Contracting Officer's Representative (COR). Designation will be made upon contract award and a copy of the designation letters will be furnished to the Contractor. Limits of authority are described in each designation letter.
6. Designation of Authorized Representative of the Contractor. The Contractor shall assign a member or employee who will act as Project Manager during the course of this contract or during the course of this project. The official shall be responsible for affording liaison between the contract forces and the contracting offices. This designation shall be in writing and a copy furnished to the Contracting Officer.

END OF SECTION G

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 AGAR 452.237-74 Key Personnel. (FEB 1988)

(a) The Contractor shall assign to this contract the following key personnel: **Project Manager and Project Foreman.**

(b) During the first thirty (30) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 30-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

H.2 FAR 52.228-5 Insurance -- Work on a Government Installation (Jan 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective --

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

H.3 AGAR 452.228-71 Insurance Coverages (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.

(End of Clause)

H.4 MATERIAL CERTIFICATIONS, TESTING REPORTS & OTHER SUBMITTALS

The following certificates, test reports, samples and test data shall be submitted on this report. See AGAR section 452.236-76 for timely submittal and approval by Contracting Officer.

The following shall be submitted on this project:

| Title | Referenced by Specification No. | Time of Government Approval After Submittal |
|---|---------------------------------|---|
| Project Work Schedule | FAR 52.236-15 | 5 Days |
| Notification of Proposed Contractor-Provided Material Sources | | 10 Days |
| Hazardous Spill Plan | | 2 Days |
| Contractor Quality Control Plan | | 5 Days |
| Traffic Control Proposal | | 10 Days |
| Disposal Statement | | N/A |

H.5. PRE WORK CONFERENCE

Prior to commencement of work, the Contractor shall attend a meeting to discuss the contract terms, work performance requirements, and safety. Also at this meeting such items as work progress schedule, quality control, camping/worksites plan, and fire prevention plans shall be finalized in writing.

H.6 SAFETY PLAN

When required by FAR 52.236-13 *Accident Prevention Alt. I*, the Contractor shall prepare a Safety Plan which addresses the specific hazards of the work site, and shall include working in areas of dead trees and falling debris. The Contractor shall identify the specific conditions that s/he considers is a hazard. The Safety Plan shall also address the personal protective equipment and mitigating measures the Contractor will do to increase safety on the worksite.

H.7 AGAR 452.236-77 Emergency Response. (NOV 1996)

(a) Contractor's Responsibility for Fire Fighting. (1) The Contractor, under the provisions of FAR clause 52.236-9, PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS, shall immediately extinguish all fires on the work site other than those fires in use as a part of the work. (2) The Contractor may be held liable for all damages and for all costs incurred by the Government for labor, subsistence, equipment, supplies, and transportation deemed necessary to control or suppress a fire set or caused by the Contractor or the Contractor's agents or employees.

(b) Contractor's Responsibility for Notification in Case of Fire. The Contractor shall immediately notify the Government of any fires sighted on or in the vicinity of the work site.

(c) Contractor's Responsibility for Responding to Emergencies. When directed by the Contracting Officer, the Contractor shall allow the Government to temporarily use employees and equipment from the work site for emergency work (anticipated to be restricted to fire fighting). An equitable adjustment for the temporary use of employees and equipment will be made under the CHANGES clause, FAR 52.243-4.

H.8 AGAR Advisory Number 96 Contractor Performance Information and Contractor Performance Assessment Reporting System (CPARS)

Contractor Performance Information and Contractor Performance Assessment Reporting System (CPARS) will be used by the Forest Service for evaluating contractor performance. CPARS is the single USDA-wide system used to collect, maintain, and disseminate contractor performance evaluations to the Past Performance Information Retrieval System (PPIRS). Past performance reporting is required by FAR 42.1502 and 42.1503. The contractor will be notified by email to review evaluation information submitted by the Agency. The contractor will have **30 days** to submit comments, rebutting statements, or additional information to the Assessing Official before any evaluation is considered final.

H.9 Loss, Damage, or Destruction

(a) *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.

All claims arising under this clause will be submitted to the Contracting Officer.

H.10 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 compliance with reasonable and customary manufacturing and construction tolerances.

H.11 Local Material Sources

Designated Sources--Sources of local materials will be designated on the drawings. The Government assumes responsibility for the quality and quantity of material in the source. The Contractor shall determine the equipment and work required to produce the specified product.

The Contractor shall utilize all suitable material in the source. The designation of source will include the rights of the Contractor to use certain area(s) for plant site, stockpiles, and haul roads. Any Contractor royalty payment requirements will be stated below.

When materials are subject to weight measurement, the weight/volume relationship used for determination of designed quantities will be shown on the Drawings.

Should the designated source, due to causes beyond the control of the Contractor, contain insufficient suitable material, the Government will provide another source with an equitable adjustment in accordance with the Differing Site Conditions and Changes clauses.

Contractor-Furnished Sources--When the material sources are not designated as provided above or the Contractor elects not to use designated sources, the Contractor shall be responsible for providing the specified product with no adjustment in contract price, unless weight/volume relationship differences between designated source material and Contractor-furnished source material result in financial disadvantage to the Government. Quality testing shall be the responsibility of the Contractor. Test results shall be furnished to the Contracting Officer.

H.12 Samples, Tests, Cited Specifications

Reference made in the contract to specifications, standards, or test methods adopted by AASHTO, ASTM, GSA, or other recognized National technical associations, shall mean specifications, standards, or test methods (including interim or tentative issues) which are in effect on the date of the solicitation.

H.13 Barricades, Warning Signs, and Other Devices

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public.

Roads closed to traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

The Contractor shall erect warning signs in advance to any place on the project where operations may interfere with the use of the road or trail by traffic and at all intermediate points where the new work crosses or coincides with an existing road or trail. All road barricades, warning signs, lights, temporary signals, flagmen and pilot car operators and equipment, and other protective devices, except for special devices, shall conform to Part VI of the Manual on Uniform Traffic Control Devices for Streets and Highways, published by the Federal Highway Administration and applicable safety codes.

Necessary warning signs and guards shall be posted during blasting operations to safeguard the public.

END OF SECTION H

SECTION I – CONTRACT 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):

Regulations URLs: <http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/far1toc.htm>,
<http://www.arnet.gov/far> and the Agriculture Acquisition Regulation may be accessed at
<http://www.usda.gov/procurement/policy/agar.html>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.203-3 Gratuities (APR 1984)
52.203-5 Covenant Against Contingent Fees (MAY 2014)
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)
52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)
52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)
52.211-13 Time Extensions (SEP 2000)
52.211-18 Variation in Estimated Quantity (APR 1984)
52.215-2 Audit and Records - Negotiation (OCT 2010)
52.219-8 Utilization of Small Business Concerns (NOV 2016)
52.219-9 Small Business Subcontracting Plan (JAN 2017)
52.219-14 Limitations on Subcontracting (JAN 2017)
52.219-16 Liquidated Damages--Subcontracting Plan (JAN 1999)
52.219-28 Post-Award Small Business Program Rerepresentation (JUL 2013)
52.222-3 Convict Labor (JUN 2003)
52.222-4 Contract Work Hours and Safety Standards--Overtime Compensation (MAY 2014)
52.222-6 Construction Wage Rate Requirements (MAY 2014)
52.222-7 Withholding of Funds (MAY 2014)
52.222-8 Payrolls and Basic Records (MAY 2014)
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 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 (SEP 2016)
52.222-27 Affirmative Action Compliance Requirements for Construction (APR 2015)
52.222-37 Employment Reports on Veterans (FEB 2016)
52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
52.222-50 Combating Trafficking in Persons (MAR 2015)
52.222-54 Employment Eligibility Verification (OCT 2015)
52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)
52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2011)
52.223-6 Drug-Free Workplace (MAY 2001)
52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)
52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
52.224-1 Privacy Act Notification (APR 1984)
52.224-2 Privacy Act (APR 1984)
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 (JAN 2012)

52.228-12 Prospective Subcontractor Requests for Bonds (MAY2014)
52.228-13 Alternative Payment Protections (JUL 2000)
52.228-14 Irrevocable Letter of Credit (NOV 2014)
52.228-15 Performance and Payment Bonds--Construction (OCT2010)
52.229-3Federal, State, and Local Taxes (FEB2013)
52.229-4Federal, State, and Local Taxes (State and Local Adjustments) (FEB 2013)
52.232-5Payments Under Fixed-Price Construction Contracts(MAY 2014)
52.232-16 Progress Payments (APR2012)
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 (JAN2017)
52.232-33 Payment by Electronic Funds Transfer—System for AwardManagement (JUL 2013)
52.233-1Disputes (MAY 2014) Alternate I (DEC1991)
52.233-2Service of Protest (SEP2006)
52.233-3Protest After Award (AUG 1996)
52.233-4Applicable Law for Breach of Contract Claim(OCT 2004)
52.236-2Differing Site Conditions (APR 1984)
52.236-3Site Investigation and Conditions Affecting the Work(APR 1984)
52.236-5Material and Workmanship (APR 1984)
52.236-6Superintendence by the Contractor(APR 1984)
52.236-7Permits and Responsibilities (NOV 1991)
52.236-8Other Contracts (APR 1984)
52.236-9Protection 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 (APR1984)
52.236-12 Cleaning Up (APR 1984)
52.236-13 Accident Prevention (NOV 1991)
52.236-14 Availability and Use of Utility Services (APR1984)
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 (FEB1997)
52.236-26 Preconstruction Conference (FEB 1995)
52.242-13 Bankruptcy (JUL 1995)
52.242-14 Suspension of Work (APR 1984)
52.243-4Changes (JUN 2007)
52.243-7Notification of Changes (JAN2017)
52.244-2Subcontracts (OCT 2010)
52.244-6Subcontracts for Commercial Items(JAN 2017)
52.245-1Government Property (JAN2017)
52.245-9Use and Charges (APR 2012)
52.246-21 Warranty of Construction (MAR 1994)
52.248-3 Value Engineering – Construction (Oct 2015)
52.249-10 Default (Fixed-Price Construction) (APR1984)
52.253-1Computer Generated Forms (JAN1991)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4)CLAUSES

452.224-70 Confidentiality of Information (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 Archeological 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 FAR 52.216-24 Limitation of Government Liability (APR1984)

In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$60,000 dollars.

The maximum amount for which the Government shall be liable if this contract is terminated is \$60,000 dollars.

(End of Clause)

I.3 FAR 52.222-35 Equal Opportunity for Veterans (OCT 2015)

Definitions. As used in this clause—

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

I.4 FAR 52.222-36 Affirmative Action for Workers with Disabilities (JUL 2014)

Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

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

(End of Clause)

I.5 FAR 52.225-9 Buy American — Construction Materials (MAY 2014)

Definitions. As used in this clause—

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

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

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

Sold in substantial quantities in the commercial marketplace; and

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

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—

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

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—

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

A construction material manufactured in the United States, if—

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

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.

Domestic preference.

This clause implements 41 U.S.C. chapter 83, Buy America, 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.

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”

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

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;

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

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

Request for determination of inapplicability of the Buy American statute.

(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 description of the foreign and domestic construction materials;

Unit of measure;

Quantity;

Price;

Time of delivery or availability;

Location of the construction project;

Name and address of the proposed supplier; and

A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

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.

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).

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.

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.

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.

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 (Dollars)* | Unit of Measure | Quantity | Price |
|--|--------------------|----------|--------------------------------|
| <i>Item 1:</i> | | | |
| Foreign construction material | | | Domestic construction material |
| | | | |
| <i>Item 2:</i> | | | |
| Foreign construction material | | | Domestic construction material |
| | | | |
| [List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.] | | | |
| [Include other applicable supporting information.] | | | |
| [*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).] | | | |

(End of Clause)

I.6 FAR 52.225-10 Notice of Buy American Requirement—Construction Materials (MAY 2014)

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).

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.

Evaluation of offers.

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.

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.

Alternate offers.

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.

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.

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 requested to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested –

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

May be accepted if revised during negotiations.

(End of Provision)

Guarantees and Bonds

I.7 FAR 52.228-1 Bid Guarantee (SEP 1996)

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

The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bonds 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 –

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

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.

The amount of the bid guarantee shall be 20% percent of the bid price or \$ N/A, whichever is less.

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.

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.

(End of Provision)

I.8 AGAR 452.228-70 Alternative Forms of Security (NOV 1996)

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

(End of Provision)

I.9 AGAR 452.232-70 Reimbursement for Bond Premiums--Fixed-Price Construction Contracts (NOV 1996)

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

(End of Clause)

I.10 Order of Precedence - Construction

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

The Schedule (excluding the Specifications) (Sections A-H).

The representations and other instructions (Sections K and L).

Contract clauses (Section I).

Special Project Specifications.

General Specifications.

Documents, Drawings, Exhibits, and Other Attachments (Section J).

Landscape Preservation

The Contractor shall confine operations to within the 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.

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.).

Pollutants such as fuels, lubricants, bitumen's, raw sewage, and other harmful materials shall not be discharged into or near rivers, streams, and impoundments or into natural or man-made channels leading thereto. Wash water or waste water 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.

Mechanized equipment shall not be operated in live streams without written approval by the Contracting Officer.

END OF SECTION I

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

List of Documents, Exhibits, and Other Attachments

| Attachment Number | Title | Pages |
|------------------------------|---------------------------------------|--------------|
| 1 | Project Manual Construction Documents | 173 |
| 2 | Project Plans | 17 |
| 3 | Wage Determination WY170037 | 4 |

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

FEDERAL ACQUISITION REGULATIONS (48 CFR CHAPTER 1)

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

52.223-1 Biobased Product Certification (MAY 2012) <http://www.biopreferred.gov/DesignationItemList.aspx>

52.223-4 Recovered Material Certification (MAY 2008)

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications (OCT 2015)

52.236-28 Preparation of Proposals – Construction (OCT 1997)

K.1 FAR 52.204-8 Annual Representations and Certifications. (JAN 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **237110**.

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

(iv) 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.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

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

(vii) 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.

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

(ix) 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.

(x) 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.

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

(xii) 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.

(xiii) 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.

(xiv) 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.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--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 \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xx) 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.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to-

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

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

☐ (i) 52.219-22, Small Disadvantaged Business Status.

☐ (A) Basic.

☐ (B) Alternate I.

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

☐ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

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

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

☐ (vi) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (vii) 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 Web site 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 No.

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.

K.2 FAR 52.209-7 Information Regarding Responsibility Matters. (JUL 2013)

(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 proceedings 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 Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

K.3 FAR 52.219-1 Small Business Program Representations. (APR 2012) Complete & Return with proposal

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **237110**.
- (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) *Representations.* (1) The offeror represents as part of its offer that it ☐ **is**, ☐ **is not** a small business concern.
- (2) *(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)* The offeror represents, for general statistical purposes, that it ☐ **is**, ☐ **is not**, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) *(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)* The offeror represents as part of its offer that it ☐ **is**, ☐ **is not** a women-owned small business concern.
- (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *(Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.)* The offeror represents as part of its offer that-
- (i) It ☐ **is**, ☐ **is not** a **WOSB** concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: -----]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. *(Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.)* The offeror represents as part of its offer that-

(i) It ☐ is, ☐ is not an **EDWOSB** concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) **It ☐ is, ☐ is not a joint venture** that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: -----]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

(7) *(Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.)* The offeror represents as part of its offer that **it ☐ is, ☐ is not** a service-disabled veteran-owned small business concern.

(8) *(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)* The offeror represents, as part of its offer, that-

(i) **It ☐ is, ☐ is not a HUBZone** small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) **It ☐ is, ☐ is not a HUBZone joint venture** that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

"Service-disabled veteran-owned small business concern" -

(1) Means a small business concern -

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

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

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

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

"Veteran-owned small business concern" means a small business concern -

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

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

"Women-owned small business concern" means a small business concern -

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

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

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

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.4 FAR52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that—

It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

It ☐ has, ☐ has not filed all required compliance reports;and

Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

K.5 AGAR 452.219-70 Size Standard and NAICS Code Information. (SEP 2001)

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

Contract line item(s): **ALL**

- NAICS Code **237110**
- Size Standard **\$36.5 Million.**

K.6 AGAR 452.209 – 70 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law – Fiscal Year 2015 Appropriations.

REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW – FISCAL YEAR 2015 APPROPRIATIONS AND BEYOND (DEVIATION 2015-01)

(a) In accordance with sections 744 and 745 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that –

- (1) has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government; or
- (2) was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that –

- (1) It is ☐, is not ☐ (*check one*) a corporation that has any unpaid Federal liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,
- (2) It is ☐, is not ☐ (*check one*) a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

END OF SECTION K

SECTION L – INSTRUCTIONS TO OFFERORS

L.1 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): <http://farsite.hill.af.mil/>

(End of provision)

52.204-6 Unique Entity Identifier (OCT 2016)

52.204-7 Systems For Award Management (OCT 2016)

52.214-4 False Statements in Bids (APR 1984)

52.214-5 Submission of Bids (DEC 2016)

52.215-1 Instructions to Offerors – Competitive Acquisition (JAN 2017)

52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (OCT 2010)

52.215-22 Limitations on Pass-Through Charges – Identification of Subcontract Effort (OCT 2009)

AGRICULTURE ACQUISITION Regulations (48 CFR CHAPTER 4) CLAUSES

452.215-71 Instructions For The Preparation of Technical and Business Proposals (SEP 1999)

L.2 52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a Single Firm Fixed Price Stand Alone contract(s) resulting from solicitation.

L.3 52.233-2 Service of Protest. (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from USDA Forest Service, 1617 Cole Boulevard, Lakewood CO 80401

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

(End of provision)

L.4 52.236-27 Site Visit (Construction). (FEB 1995)

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

(b) Site visits may be arranged during normal duty hours by contacting: The Contracting Officer or Contracting Officer's Representative assigned to each task order. **See Clause AGAR 452.237-71**

(End of provision)

L.5 452.204-70 Inquiries. (FEB 1988)

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer, Star M Yeo at starmyeo@fs.fed.us. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

(End of provision)

L.6 GENERAL INSTRUCTIONS FOR PROPOSAL SUBMISSION

1. Completed, Signed Offer (Section A.) *complete blocks 10, 14, 15, 16, 20a, b, and c on the SF 1442. If amendment(s) are issued acknowledge amendments or complete blocks 19, 20a, 20b & 20c.*

2. Price Proposal Section B, Schedule of Items. Include unit pricing and totals for all bid items. Submit as a Word, Excel, or PDF document.

3. Business Proposal, Section K, Representations, Certifications, and Other Statements of Offerors. *Complete & Submit Section K*

4. Technical Proposal, Submit as a Word or PDF document one (1) electronic copy of three sections:

A) *Experience,*

B) *Technical Approach*

i) *Key Personnel/State Licenses*

ii) *Quality of Equipment,*

iii) *Sub Contract Plan,*

iv) *Quality Control Plan,*

v) *Bonding Letter,*

vi) *Biobased Products.*

C) *Past Performance*

L.6.1 TECHNICAL PROPOSAL INSTRUCTIONS.

The technical proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the Government. Therefore, the technical proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed description of the techniques, procedures, and program for achieving the objectives of the specifications/statement of work. Proposals which merely paraphrase the requirements of the Government's specifications/statement of work, or use such phrases as "will comply" or "standard techniques will be employed" will be considered unacceptable and will not be considered further.

As a minimum, the proposal must clearly provide the following:

A) EXPERIENCE: The offeror will be evaluated by relevant experience on the basis of its extent and depth. The offeror shall provide a detailed summary of experience with work similar to the type of work required under this project as well as profiles and experience of company key personnel. **When evaluating proposals strong consideration will be given to the amount of experience a contractor has in fields such as Municipal Utility water and sewer construction.**

B) TECHNICAL PROPOSAL

i) Key Personnel/State Licenses: Provide a list of personnel with job titles and years of experience. Provide a copy of State Licensing for Commercial Contracting, for the State or Local entity of Wyoming.

ii) Quality of Equipment: Offeror is required to furnish, with their proposal, a listing of specific hauling, and or heavy equipment available for use, and shall include make and model, year, present value, listing of attachments if applicable and any other pertinent information to enable the government to accurately evaluate the proposal.

iii) Sub Contract Plan: Offeror is required to furnish with their proposal a listing of sub-contractors available to use for each pay item. Include in that list location of subcontractors and any other pertinent information to enable the government to accurately evaluate the proposal.

iv) Quality Control Plan: Offeror is required to provide a general Quality Control Plan (QCP) with the technical proposal. The general Quality Control Plan must demonstrate how the Contractor will assure quality meets the requirements and specifications of the contract. The Plan shall describe how quality will be monitored to assure compliance with plans or specifications are met, the supervision of crew and work, and personnel that will be performing the quality control. Quality control shall include monitoring quality while work is in progress.

v) Bonding Levels: Offers must be able to bond for estimated amount of \$500,000. Offeror shall submit proof of bonding capabilities (signed and stamped letter from bonding agent). Letter shall state contractor's bonding levels. Contractors unable to bond for \$500,000 amount will be eliminated from competition.

vi) Biobased Products: In the technical proposal, the offeror shall identify the biobased products that could be purchased and used under this minor construction contract. For each biobased product, the offeror shall specify the percentage of biobased content, and for the USDA-designated biobased content products, the offeror shall demonstrate that the products to be used under this contract will contain the percentage specified in the USDA recommendations or the highest level of biobased material practicable, consistent with USDA's recommended percentages of biobased content. Offeror shall document prior experience in specifying, purchasing, using, and installing biobased products. The offeror shall provide a list for all relevant contracts over the past two years involving the specification, purchase, and/or use of biobased products. The offeror shall include a list of the biobased products specified, purchased, used, and installed.

C) Relevant Past Performance: Furnish a list of three (3) projects of similar magnitude completed by the firm within the last three (3) years. The list should include work similar in nature and complexity to that required by this solicitation. Include contracts with the Federal Government, agencies of state, local governments, and commercial customers. For each project cited, provide the following:

Name and location of the project;
 Project Point of Contact's name, phone, email address, and fax numbers;
 Total cost of the project;
 A brief narrative of the project (include size, i.e. acres, square feet; date of start, and completion or anticipated completion date).

The Government may or may not contact any or all references listed. For any projects listed that may report less than positive performance, you are encouraged to provide a description of the problems and efforts made to correct and prevent future occurrences. **Note: Firms lacking past performance will not be rated favorably or unfavorably in this area, but will receive a neutral rating.**

L.6.2 PAGE LIMITATIONS Pages that exceed limitation will not be evaluated. Provide loose leaf pages, no cover pages, no bound pages or binders.

1. For relevant past performance: one page per project for a maximum of three (3) pages.
2. For experience: do not exceed three (3) pages.
3. For quality of technical approach do not exceed five (5) pages.
4. Letter from bonding agent: no limit
5. A page is defined as one side of a sheet of paper containing information. When both sides of a sheet display printed material, it will be counted as two pages.

SECTION M – EVALUATION FACTORS

M.1 EVALUATION FACTORS

This contract will be awarded on factors other than price (Best Value) and may be awarded without discussion. The Government will evaluate each proposal against the following factors:

NON PRICE FACTORS

- Experience
- Technical Approach:
 - o Key Personnel/State Licenses
 - o Equipment
 - o Sub Contract Plan
 - o Quality Control Plan
 - o Bonding
 - o Biobased Products
- Past Performance

PRICE

M.2 RELATIVE IMPORTANCE OF THE EVALUATION FACTORS

Since an offeror's proposal(s) must be compliant in order for it to be eligible for award, compliance of the offer is a mandatory solicitation requirement. In general, the Government considers the non-price factors of experience, technical approach, and past performance, to be in descending order of importance. The technical approach sub factors considered to be in descending order of importance.

When combined, these non- priced evaluation factors are significantly more important to price. Each unit item bid price will be evaluated to determine if they are fair and reasonable. Evaluation factors are listed in descending order of importance.

- Experience
- Technical Approach;
- Past Performance

When evaluating proposals strong consideration will be given to the amount of experience a contractor has in fields Municipal Utility water and sewer construction

Since an offeror's proposal(s) must be compliant in order for it to be eligible for award, compliance of the offer is a mandatory solicitation requirement. Each proposal will be evaluated strictly on its content and will not assume that performance will include anything not specified in the proposal. The evaluation will be conducted in accordance with the procedures established herein. The Evaluation Panel will assign to each evaluation criterion a final adjective consensus rating of exceptional, acceptable, good, acceptable, marginal, or unacceptable based on the following descriptions:

| | |
|-------------|---|
| Exceptional | An exceptional proposal contains significant strengths and no weaknesses. The proposal exceeds the performance and technical capability requirements defined in the Statement Of Work (SOW). The proposal offers value-added methodologies for improving service that benefits the Government. The evaluator has no doubt that the offeror can successfully achieve the requirements in the SOW if the technical approach proposed is followed. The offeror acknowledges risks and develops an approach that proactively identifies and mitigates risks, and looks to reduce or eliminate future risks. |
|-------------|---|

| | |
|--------------|--|
| Good | A good proposal contains significant strengths and only a few minor weaknesses. The Offeror's proposal meets the performance and technical capability requirements as defined in the SOW. The evaluator has a high degree of confidence that the Offeror can successfully achieve the requirements in the SOW if the technical approach proposed is followed. The Offeror acknowledges technical or schedule risk and develops an approach capable of mitigating all apparent risks effectively. |
| Acceptable | An acceptable proposal contains strengths that outweigh any existing weaknesses. The Offeror's proposal meets the performance and technical capability requirements defined in the SOW. The evaluator is confident that the offeror can successfully achieve the requirements in the SOW if the technical approach proposed is followed. Proposal clearly states utilization of Biobased products, list of products, certification, and operation plan. |
| Marginal | The proposal meets the bare minimum performance and technical capability requirements defined in the SOW, and also have significant weaknesses. The evaluator is not confident that the offeror can successfully complete the required tasking without significant Government oversight or participation. The proposal either fails to address risks or the proposed risk mitigation approach is not deemed to be sufficient to manage the risk. |
| Unacceptable | An unacceptable proposal that contains one or more significant weaknesses and deficiencies. Proposal fails to meet specified performance and technical capability requirements defined in the SOW. The evaluator is confident that the Offeror will be unable to successfully complete the required tasking. The proposal does not adequately acknowledge or address risk, mitigate risk, or may actually introduce risk. |

M.3 AWARD DETERMINATION

The contract(s) resulting from this solicitation will be awarded to that responsible offeror (s) who's offer-conforming to the solicitation is technically acceptable and whose technical/cost relationship is the most advantageous to the Government, cost and other factors considered. The offeror's proposal shall be in the format prescribed and shall contain a response to each of the areas identified which affects the evaluation factors for award. The Government will determine best overall value on the basis of the factors described above.

Award will be made to that offeror(s) whose proposal is technically acceptable and whose technical/cost relationship is the best value to the government. The critical factor in making any cost/technical tradeoff is not the spread between the technical scores but rather the significance of that difference. The significance of the spread scores will be determined on the basis of what that difference might mean in terms of performance and what it would cost the Government to take advantage of it. Award may not necessarily be made for technical capability that would appear to exceed those needed for the successful performance of the work. The Government reserves the right to make cost/technical tradeoffs that are in the best interest and advantageous to the Government. The Government may reject any or all offers if such action is determined to be in the best interest of the Government.

Award may be made without further discussions. Initial offers should be submitted with the most favorable terms, from a price and technical standpoint. The Government may, after evaluation of proposals, conduct oral or written discussions as appropriate, with the offerors whose proposals are within a competitive range.