


<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. 1240LU24R0013	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 01/17/2025	PAGE OF PAGES 1   51	
	<b>IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.</b>				

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 1117517	6. PROJECT NO.
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7. ISSUED BY USDA-FS CSA INTERMOUNTAIN 8 324 25TH ST OGDEN UT 84401-2310	CODE 40LT	8. ADDRESS OFFER TO Paul Larsen, CO paul.larsen@usda.gov
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9. FOR INFORMATION CALL: 	a. NAME PAUL LARSEN	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 406-223-4463
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**SOLICITATION**

**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."**

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)

The USFS, Rocky Mountain Region 2 requires an Indefinite Delivery-Indefinite Quantity (IDIQ), Multiple Award Task Order Contract (MATOC) for road, bridge and related civil construction projects. The North American Industry Classification System (NAICS) code for this work is 237310, Highway, Street and Bridge Construction with a small business size standard of \$45,000,000. This requirement is set aside 100% for small business participation. The Government anticipates awarding a minimum of 10 individual contracts from this solicitation. The MATOC will have a shared \$50,000,000 ceiling with up to a five-year ordering period. Firm-fixed price task orders will be solicited and awarded on a competitive basis.

11. The Contractor shall begin performance within <u>1</u> calendar days and complete it within <u>730</u> calendar days after receiving <input checked="" type="checkbox"/> award, <input type="checkbox"/> notice to proceed. The performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See _____.)
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12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <i>(If "YES", indicate within how many calendar days after award in Item 12b.)</i>	12b. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 1600 (hour) local time 02/20/2025 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee  is,  is not required.

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

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

**OFFER** (Must be fully completed by offeror)

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

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

**AMOUNTS**

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

**19. ACKNOWLEDGEMENT OF AMENDMENTS**

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

AMENDMENT NO.										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE
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**AWARD** (To be completed by Government)

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA		
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 3304(a) ( )
26. ADMINISTERED BY USDA-FS CSA INTERMOUNTAIN 8 324 25TH ST OGDEN UT 84401-2310	CODE <u>40LT</u>	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>0</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, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.)  Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31a. NAME OF CONTRACTING OFFICER (Type or print) PAUL C. LARSEN		
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA  BY	31c. DATE

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
1240LU24R0013

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	R2 Road and Bridge Construction IDIQ				

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## **PART I—THE SCHEDULE**

### **SECTION B--SUPPLIES OR SERVICES AND PRICES/COSTS**

#### **B.1 SCHEDULE OF ITEMS**

**Contract Line Item (CLIN) 0001:**

Base Period: Two years (24 months) from the date of award. FFP, IDIQ MATOC for Road and Bridge Construction Services

**CLIN 1001:**

Option Period 1: One year (12 months), FFP, IDIQ MATOC for Road and Bridge Construction Services

**CLIN 2001:**

Option Period 2: One year (12 months), FFP, IDIQ MATOC for Road and Bridge Construction Services

**CLIN 3001:**

Option Period 3: One year (12 months), FFP, IDIQ MATOC for Road and Bridge Construction Services

NOTE: Specific dates for all CLINS shall be established at time of award.

#### **B.2 SCHEDULE NOTES**

- a) Items labeled as optional are not required to be exercised by the government. If exercised, the contractor will be required to perform the optional work in accordance with the terms and conditions of this contract.
- b) Multiple awards will be made from this solicitation, contractors must submit pricing for at least one seed project attached in Section J.
- c) Payment for bond premiums in accordance with FAR 52.232-5, Payments under Fixed-Price Construction Contracts, shall not be in addition to contract price. Bonding requirements will be established with each Task Order.

## **SECTION C--DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

### **C.1 SCOPE OF CONTRACT**

This Indefinite Delivery Indefinite Quantity (IDIQ) Multiple Award Task Order Contract (MATOC) covers multiple projects for heavy civil and highway construction within the USDA Forest Service, Rocky Mountain Region, Region 2. Task orders may include, but are not limited to, the following types of road and bridge construction activities:

- New road construction
- Road reconstruction/restoration
- Other roadbed construction (turnouts, trail head construction, roadside recreation sites, etc.)
- Asphalt placement work
- Road decommissioning
- Construction of steel, concrete, and timber road bridges
- Construction of trail bridges
- Culverts, aquatic organism passage structures, and ancillary structures and related stream restoration
- Erosion control-type work for roads, stream banks, and lake shore erosion
- Quarry Development
- All requirements cited under Divisions 100 through 725 of the FP-14
- Road maintenance incidental to construction

All work covered by Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP14 or most current version as specified in the task order), has potential to be included in task orders, however work is not limited to that coverage and additional work not covered by the FP specifications may be included as Special Project Requirements and/or Forest Service Supplemental Specification(s) (FSSS). Construction, reconstruction, alteration, repair, rehabilitation, relocation, removal, decommissioning and/or maintenance of any of these items may be included.

Task orders will be packaged with the project-specific details that supplement the standard specifications and terms of the parent contract. These task order requirements will include pay items, special project requirements, supplemental project specifications, drawings, specialized inspection terms, performance period requirements, government-furnished property, government furnished facilities, government-furnished services, special contract requirements, exhibits and other detailed requirements applicable to the specific task orders.

### **C.2 PROJECT LOCATION**

These construction services may be required across all Region 2 Forests and Grasslands. This may include Forests and Grasslands in the following states: Colorado, Nebraska, South Dakota,

Kansas and Wyoming. Region 2 Forests and Grasslands details can be found here: [Region 2 - About the Area \(usda.gov\)](#)

Administrative sites, recreation sites and other developed sites associated with these National Forests are included. Work may include watershed improvement work and Scenic Byway Enhancement work on privately owned adjoining lands or adjoining federal lands managed by other federal agencies.

Each Task Order issued under the MATOC will specifically identify the project location(s).

### **C.3 MAGNITUDE OF CONSTRUCTION PROJECT**

The MATOC maximum will be a \$50,000,000 aggregate tracked as a shared ceiling for all contracts issued. This maximum will include minimum guarantees, Task Orders and modifications issued to any vendor within the MATOC.

Individual Task Orders will have a minimum of \$2,000 and a maximum of \$3,000,000 per order.

There is a Minimum Guarantee of \$500 for each contract issued.

Per FAR 36.204 each Task Order Proposal Request (TOPR) will state the estimated price range.

### **C.4 TECHNICAL SPECIFICATIONS**

The Standard Specifications for the Construction of Roads and Bridges on Federal Highway Projects (FP-14) is located at [FP-14 | FHWA \(dot.gov\)](#).

FP-14 standard specification Division 100 and Division 150 apply to all task orders under this contract. The FP-14 standard specification sections Division 200 through Division 700 that apply to individual projects will be identified in each task order.

Note: The Standard Specifications for the Construction of Roads and Bridges on Federal Highway Projects (FP-24) was issued in 2024 and will replace the FP-14. FP-24 is not yet approved for use on Forest Service projects but for reference is located at [FP-24 | FHWA \(dot.gov\)](#).

Special and/or supplemental specifications and drawings will be applicable at the task order level and shall be provided with each TOPR.

Forest Service Supplemental Specifications (FSSS) are used to modify the FP standard specifications so that they align with Forest Service terminology, requirements, and expectations. These will be included with the task orders. Additional specifications for work not covered by the FP or FSSS may be included in task orders as well.



The FP Standard, FSSS, and additional specifications shall all be used in conjunction with each other to properly determine the work requirements for each task order.

Sign and Poster Guidelines for the Forest Service EM 7100-15 (Sign Manual) is applicable to task orders and is included by reference only. The Forest Service Sign Manual can be viewed at no cost at: [https://www.fs.usda.gov/Internet/FSE\\_DOCUMENTS/stelprd3810021.pdf](https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/stelprd3810021.pdf)

Signs shall be installed in accordance with the Forest Service Sign Installation Guide. The Forest Service Sign Installation Guide can be viewed at no cost at: <https://www.fs.usda.gov/t-d/pubs/pdfpubs/pdf10712812/pdf10712812dpi300.pdf>

## **C.5 SUBMITTALS**

Submittals shall include the following unless otherwise required in the specification:

1. Date and revision dates.
2. Project name and contract number.
3. Names of contractor, subcontractor, supplier and manufacturer.
4. Specifications section number.
5. Field dimensions and relation to adjacent structures.
6. Applicable standards such as ASTM or Federal Specifications.
7. Contractor's stamp, initial or signature, certifying the review of submittal, verification of field measurements and compliance with contract documents.

Product data shall be provided for manufactured items. Manufacturer's instructions shall be submitted at any time that installation or compliance with manufacturer's instructions is specified. O&M data shall be provided for all items that require operations and/or maintenance.

## **C.6 SUBMITTAL REGISTER**

For each task order, the government will provide an initial project submittal register to the contractor. The contractor shall review the initial project submittal register and identify any proposed deletions, additions, or changes to account for all submittal requirements for the project. Once the government and the contractor agree to the initial submittal register, the contractor will be responsible for maintaining and updating the register as submittals are progressed throughout the project. The purpose of the submittal register is to identify the required submittals for the project and track their submission and approval throughout the contract. The contractor is ultimately responsible for identifying and providing all submittals required by the Task Orders. The contractor shall submit their proposed revisions to the initial submittal register to the CO within 14 days of Notice to Proceed. Contractor quality control and construction operations daily reports and payroll records do not have to be tracked using the submittal register due to the ongoing nature of these documents. Contractor shall have a system to keep track of these documents. The submittal register may also be referred to as the "submittal list" or "submittal schedule".

## SECTION D--PACKAGING AND MARKING

### D.1 PROJECT LABELING FOR OFFICIAL CORRESPONDENCE

The Government singularly identifies each project with a contract/task order number at time of award. The contract/task order number is a unique identifier to purposely and permanently represent an awarded project. The Government issued contract/task order number is to be referenced on all official communication starting upon notice of award.

## SECTION E--INSPECTION AND ACCEPTANCE

### E.1 CLAUSES

52.246-12 Inspection of Construction (AUG 1996)

## SECTION F--DELIVERIES OR PERFORMANCE

### F.1 CLAUSES

52.211-13 Time Extensions (SEP 2000)  
52.211-18 Variation in Estimated Quantity (APR 1984)  
52.236-15 Schedules for Construction Contracts (APR 1984)  
52.242-14 Suspension of Work (APR 1984)

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

The Contractor shall be required to (a) commence work under this contract within **(TBD for each TO issued)** 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 **(TBD for each TO issued)**. The time stated for completion shall include final cleanup of the premises.

**Alternate I (APR 1984)** The completion date is based on the assumption that the successful offeror will receive the notice to proceed by **(TBD for each TO issued)**. 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.

#### **52.211-12 Liquidated Damages—Construction (SEP 2000)**

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **(TBD for each TO issued)** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

## **SECTION G--CONTRACT ADMINISTRATION DATA**

### **G.1 CLAUSES**

#### **Post Award Conference**

A post award conference with the successful offeror(s) may be required. The conference will be scheduled and held within (TBD for each TO issued) days after the date of contract award. The conference will be held at (TBD for each TO issued).

### **G.2 OTHER REQUIREMENTS**

#### **Task Orders – Procedures**

- a) A Task Order for the purposes of this solicitation and subsequent award is an order for construction services issued by an authorized and warranted government Contracting Officer for work within the scope of the MATOC.
- b) As the need exists for performance under the terms of this contract any warranted Forest Service Contracting Officer may solicit and issue task orders against this contract.
- c) TOPRs will be transmitted primarily via e-mail. It is the contractor's responsibility to ensure that the CO has the most up-to-date email address for TOPR distribution.
- d) TOPRs will generally be issued for price but may include evaluation criteria (ie: past performance, technical approach, etc.) which will require the submission of a technical proposal. All TOPRs shall specify the method for award determination and indicate the required response documentation.
- e) Upon the receipt of a TOPR from the Government, the Contractor shall respond as specified. In the case that an awardee cannot submit an offer in response to a TOPR the awardee shall notify the Contracting Officer as to the business reason for why a response will not be submitted. While no mandatory requirement exists for the submission of a task order solicitation response, firms consistently declining to submit a response or failing to notify the Contracting Officer as to the business reason why a response was not provided risk not having their option year exercised.
- f) Contract holders will receive fair opportunity to be considered for each Task Order unless one of the exceptions in FAR Subpart 16.505(b)(2) applies.

## **SECTION H--SPECIAL CONTRACT REQUIREMENTS**

### **H.1 CLAUSES**

No clauses included.

### **H.2 OTHER REQUIREMENTS**

Fire Control Measures- Fire control measures are included with each Task Order. Additional project specific measure would be included with each Task Order and will be specified at the Task Order level.

Weed Free Equipment- All heavy equipment (loaders, excavators, dump trucks, etc.) shall be cleaned of weeds and their seeds and thoroughly inspected prior to mobilization and each entrance onto the National Forest lands. Cleaning shall consist of the removal of all dirt, grease, debris, and materials that may harbor noxious weeds and their seeds. Special care shall be taken to assure removal of the following noxious weeds and their seeds. This may require the use of a pressure hose.

The contractor shall inspect all equipment prior to mobilization to the National Forest Lands and document that inspection on the "Equipment Cleaning Inspection/Verification Form". The contractor shall attach photographic documentation of the cleaned equipment with the Equipment Inspection Form and include that with the daily report for the day.

Equipment shall be made available for visual inspection by the Forest Service prior to entering Forest Service lands. At least 48 hours prior to mobilization of any piece of equipment, the contractor shall advise of a proposed date, time, and location for mobilization. The responsibility for equipment cleaning and inspection is a Quality Control responsibility of the contractor. The government may or may not attend these inspections at their discretion but shall be given the opportunity to inspect all equipment prior to mobilization. Inspections shall take place at mutually agreeable locations in advance of entry onto National Forest lands.

If either the contractor or the Forest Service finds that the equipment is not sufficiently clean, then the equipment shall be recleaned and reinspected prior to use on the project site. All cleaning shall occur off of National Forest lands.

Once on site, all equipment shall be inspected daily and all visible oil, grease, and hydraulic fluid will be removed; this inspection shall be documented in the daily dairy. Needed repairs will be implemented immediately before resuming work.

All equipment shall be in good repair, and capable of accomplishing assigned tasks in a safe and environmentally acceptable manner.

Task orders will communicate if there are additional cleaning requirements.

Protection of Cultural Resources- Location of known historic or prehistoric sites, buildings, objects and properties related to American history, architecture, archaeology and culture, such as settler or Indian artifacts, protected by American Antiquities Act of 1906 (16 U.S.C. 431-433), National Historic Preservation Act of 1966 (16 U.S.C. 470) and the Archaeological Resources Protection Act of 1969 (PL 96-95 and 36 CFR 261.9(e)) may be identified on the ground by the Forest Service. Discovery of such areas or objects by either party shall be promptly reported to the other party.

Fish Protection- Draft hoses being used to withdraw water from any stream or pond located on Forest shall utilize one of the following methods of screening:

Perforated Plate; screen openings shall not exceed 3/32 or 0.0938 inches (2.38 mm).

Profile Bar Screen; screen openings shall not exceed 0.0689 inches (1.75 mm) the narrowest dimension.

Woven Wire Screen; the screen openings shall not exceed 3/32 or 0.0938 inches (2.38 mm) in the narrow direction.

Aircraft Use- Task orders will state if aircraft use is required, expected, and/or allowable. If the individual task order does not state that it is allowable, then it should be assumed that it is not allowed.

Blasting- Blasting is only allowed when specifically authorized by the task order, unless otherwise approved by the CO. If blasting is included in the task orders, then the requirements of FP section 205 and the FSSS 205 shall apply, unless stated otherwise in the task order.

Excavation- All excavation is unclassified unless specifically stated otherwise in the task order.

Concrete and Aggregate Wash Out - Wash water and/or waste from concrete, aggregate, or other related operations shall not be allowed to enter live streams. Provide a designated concrete wash out area, assure wash out is contained in area, containment washout residues and debris is hauled offsite, and restore area to its original condition at end of project. The Contractor and CO shall agree to the location prior to any washout occurring.

If the total oil or oil products storage exceeds 1,320 gallons or if any single container exceeds a capacity of 660 gallons, the Contractor shall prepare a Spill Prevention Control and Countermeasures (SPCC) Plan. Such a plan shall meet applicable EPA requirements (40 CFR 112) including certification by a registered Engineer.

All machinery shall be refueled outside of the riparian areas. If refueling does occur within a riparian area, spill control measures shall be installed around the machinery prior to refueling operations.

Samples, Tests, Cited Specifications- References made in the contract to specifications, standards, or test methods adopted by AASHTO, ASTM, GSA, ACI, or other recognized National technical associations, shall mean specifications, standards, or test methods which are in effect on the date of the solicitation. Contractor is responsible for having access to these documents and for controlling quality relative to these standards.

## PART II--CONTRACT CLAUSES

### SECTION I--CONTRACT CLAUSES

#### I.1 CLAUSES

##### **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):

Federal Acquisition Regulation (FAR) Clauses:

<https://www.acquisition.gov/browse/index/far> (FAR clauses begin with 52)

Department of Agriculture Acquisition Regulation (AGAR) Clauses:

<https://www.acquisition.gov/agar> (AGAR clauses begin with 452)

FAR and AGAR Deviations to clauses may be viewed at: [Policies & Regulations | USDA](#)

- 52.202-1 Definitions (JUN 2020)
- 52.203-3 Gratuities (APR 1984)
- 52.203-5 Covenant against Contingent Fees (MAY 2014)
- 52.203-6 Restrictions on Subcontractor Sales to the Government (JUN 2020)
- 52.203-7 Anti-Kickback Procedures (JUN 2020)
- 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 (JUN 2020)
- 52.203-13 Contractor Code of Business Ethics and Conduct (NOV 2021)
- 52.203-14 Display of Hotline Poster(s) (NOV 2021)
- 52.203-17 Contractor Employee Whistleblower Rights (NOV 2023) ([Whistleblower Guidance to contractor employees](#))
- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020)

- 52.204-13 System for Award Management Maintenance (OCT 2018)
- 52.204-15 Service Contract Reporting Requirements for Indefinite Delivery Contracts (OCT 2016)
- 52.204-18 Commercial and Government Entity Code Maintenance (AUG 2020)
- 52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)
- 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023)
- 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)
- 52.204-27 Prohibition on a ByteDance Covered Application (JUN 2023)
- 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021)
- 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018)
- 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
- 52.210-1 Market Research (NOV 2021)
- 52.215-2 Audit and Records -- Negotiation (JUN 2020)
- 52.215-8 Order of Precedence—Uniform Contract Format (OCT 1997)
- 52.219-6 Notice of Total Small Business Set-Aside (NOV 2020)
- 52.219-8 Utilization of Small Business Concerns (FEB 2024)
- 52.219-14 Limitations on Subcontracting (OCT 2022)
  - By the end of the performance period for each order issued under the contract.
- 52.219-28 Post Award Small Business Program Rerepresentation (FEB 2024)
- 52.222-3 Convict Labor (JUN 2003)
- 52.222-4 Contract Work Hours and Safety Standards -- Overtime Compensation (MAY 2018)
- 52.222-6 Construction Wage Rate Requirement (AUG 2018)
- 52.222-7 Withholding of Funds (MAY 2014)
- 52.222-8 Payrolls and Basic Records (JUL 2021)
- 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 (APR 2016)
- 52.222-27 Affirmative Action Compliance Requirements for Construction (APR 2015)
- 52.222-35 Equal Opportunity for Veterans (JUN 2020)
- 52.222-36 Equal Opportunity for Workers with Disabilities (JUN 2020)
- 52.222-37 Employment Reports on Veterans (JUN 2020)
- 52.222-40 Notification of Employee Rights Under National Labor Relations Act (DEC 2010)

- 52.222-50 Combating Trafficking in Persons (NOV 2021)
- 52.222-54 Employment Eligibility Verification (MAY 2022)
- 52.222-55 Minimum Wages for Contractor Workers under Executive Order 14026 (JAN 2022)
- 52.222-62 Paid Sick Leave under Executive Order 13706 (JAN 2022)
- 52.223-2 Affirmative Procurement of Biobased Products under Service and Construction Contracts (MAY 2024)
- 52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2024)
- 52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (AUG 2018)
- 52.225-13 Restrictions on Certain Foreign Purchases (FEB 2021)
- 52.226-7 Drug-Free Workplace (MAY 2024)
- 52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024)
- 52.227-1 Authorization and Consent (JUN 2020)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (JUN 2020)
- 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)
- 52.228-12 Prospective Subcontractor Requests for Bonds (DEC 2022)
- 52.228-14 Irrevocable Letter of Credit (NOV 2014)
- 52.229-3 Federal, State, and Local Taxes (FEB 2013)
- 52.232-5 Payments under Fixed-Price Construction Contracts (MAY 2014)
- 52.232-17 Interest (MAY 2014)
- 52.232-23 Assignment of Claims (MAY 2014)
- 52.232-27 Prompt Payment for Construction Contracts (JAN 2017)
- 52.232-33 Payment by Electronic Funds Transfer – System for Award Management (OCT 2018)
- 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (MAR 2023)
- 52.233-1 Disputes (MAY 2014) Alt 1 (DEC 1991)
- 52.233-3 Protest after Award (AUG 1996)
- 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- 52.236-2 Differing Site Conditions (APR 1984)
- 52.236-3 Site Investigation and Conditions Affecting the Work (APR 1984)
- 52.236-5 Material and Workmanship (APR 1984)
- 52.236-6 Superintendence by the Contractor (APR 1984)
- 52.236-7 Permits and Responsibilities (NOV 1991)
- 52.236-8 Other Contracts (APR 1984)
- 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
- 52.236-10 Operations and Storage Areas (APR 1984)
- 52.236-11 Use and Possession Prior to Completion (APR 1984)
- 52.236-12 Cleaning Up (APR 1984)
- 52.236-13 Accident Prevention (NOV 1991)



- 52.236-14 Availability and Use of Utility Services (APR 1984)
- 52.236-16 Quantity Surveys (APR 1984)
- 52.236-17 Layout of Work (APR 1984)
- 52.236-21 Specifications and Drawings for Construction (FEB 1997)  
Alternate I (APR 1984)  
Alternate II (APR 1984)
- 52.236-27 Site Visit (Construction)
- 52.240-1 Prohibition on Unmanned Aircraft Systems Manufactured or Assembled  
by American Security Drone Act-Covered Foreign Entities (NOV 2024)
- 52.242-13 Bankruptcy (JUL 1995)
- 52.243-4 Changes (JUN 2007)
- 52.244-6 Subcontracts for Commercial Products and Commercial Services (FEB 2024)
- 52.245-1 Government Property (SEP 2021) - Alt 1 (APR 2012)
- 52.245-9 Use and Charges (APR 2012)
- 52.246-21 Warranty of Construction (MAR 1994)
- 52.248-3 Value Engineering – Construction (OCT 2020)
- 52.249-2 Termination for Convenience of the Government (Fixed-Price) (APR 2012)
- 52.249-10 Default (Fixed-Price Construction) (APR 1984)
- 52.253-1 Computer Generated Forms (JAN 1991)
- 452.204-70 Modification for Contract Closeout

**52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS—PROHIBITION  
(DEC 2023)**

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

*Covered article*, as defined in [41 U.S.C. 4713\(k\)](#), means—

(1) Information technology, as defined in [40 U.S.C. 11101](#), including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 ([47 U.S.C. 153](#));

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see [32 CFR part 2002](#)); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

*FASCSA order* means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in [41 CFR 201–1.303\(d\)](#) and [\(e\)](#):

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

*Intelligence community*, as defined by [50 U.S.C. 3003\(4\)](#), means the following—

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
- (12) Such other elements of any department or agency as may be designated by the President or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

*National security system*, as defined in [44 U.S.C. 3552](#), means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

- (1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
- (2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

*Sensitive compartmented information* means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

*Sensitive compartmented information system* means a national security system authorized to process or store sensitive compartmented information.

*Source* means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition.*

(1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSCA orders as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSCA orders apply.

(ii) For all other solicitations and contracts DHS FASCSCA orders apply.

(2) The Contractor shall search for the phrase "FASCSCA order" in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSCA orders identified in paragraph (b)(1).

(3) The Government may identify in the solicitation additional FASCSCA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.

(4) A FASCSCA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR [4.2304\(c\)](#)). However, see paragraph (c) of this clause.

(5)

(i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSCA order being applied through modification, then the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSCA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSCA order and to instead pursue other appropriate action.

(c) *Notice and reporting requirement.*

(1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSCA order(s), or for products or services produced by a source subject to FASCSCA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSCA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered

article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3)

(i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.

(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal.* For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) *Subcontracts.*

(1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

#### **52.216-18 Ordering (AUG 2020)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award of the base contract through 5 years after award (plus 6 months if 52.217-8 exercised).

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered “issued” when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

#### **52.216-22 Indefinite Quantity (Oct 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule (schedules will be the Schedule of Items at the Task Order level). The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in

the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 9/30/2030.

#### **52.216-32 Task-Order and Delivery-Order Ombudsman (SEP 2019)**

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

*Chief, Compliance and Oversight Branch*

[Sm.fs.pps\\_cando@usda.gov](mailto:Sm.fs.pps_cando@usda.gov)

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

#### **52.217-8 Option to Extend Services (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months.

The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the end of the final option period.

#### **52.217-9 Option to Extend the Term of the Contract (Mar 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years. (Plus 6 months if 52.217-8 exercised).

**52.225-9 Buy American Act-Construction Materials (OCT 2022)**

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

*Commercially available off-the-shelf (COTS) item—*

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

- (i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) [2.101](#));
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

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

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

*Cost of components means—*

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

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

*Critical component* means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR [25.105](#).

*Critical item* means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR [25.105](#).

*Domestic construction material means—*

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

- (i) An unmanufactured construction material mined or produced in the United States; or
- (ii) A construction material manufactured in the United States, if-

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the

same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

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

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

*Fastener* means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

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

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

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

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

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

(b) Domestic preference.

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

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

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

(i) The cost of domestic construction material would be unreasonable.



(A) *For domestic construction material that is not a critical item or does not contain critical components.*

- (1) The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;
- (2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)(1) of this clause.
- (3) The procedures in paragraph (b)(3)(i)(A)(2) of this clause will no longer apply as of January 1, 2030.

(B) *For domestic construction material that is a critical item or contains critical components.*

- (1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR [25.105](#).
- (2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)(1) of this clause.
- (3) The procedures in paragraph (b)(3)(i)(B)(2) of this clause will no longer apply as of January 1, 2030.

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

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

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

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

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;

- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1			
Foreign construction material			
Domestic construction material			
Item 2			
Foreign construction material			
Domestic construction material			

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

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

*[Include other applicable supporting information.]*

(End of clause)

**52.228-11 Individual Surety - Pledge of Assets (FEB 2021) [\(DEVIATION MAY 2023\)](#)**

(a) The Contractor shall obtain from each person acting as an individual surety on a performance

bond or a payment bond -

- (1) A pledge of assets that meets the eligibility, valuation, and security requirements described in the Federal Acquisition Regulation (FAR) [28.203-1](#); and
  - (2) Standard Form 28, Affidavit of Individual Surety, **[except that the words “being duly sworn, depose and say” on the Standard Form 28 are replaced with the word “affirm” and the Standard Form 28 is not required to be sworn and notarized in block 12].**
- (b) The Contracting Officer may release a portion of the security interest on the individual surety's assets based upon substantial performance of the Contractor's obligations under its performance bond. The security interest in support of a performance bond shall be maintained—
- (1) Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding \$150,000 (40 U.S.C. 3131). Until completion of any warranty period, or for 1 year following final payment, whichever is later.
  - (2) Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1)). For the full contract performance period plus 1 year.
  - (3) Other contracts not subject to the requirements of paragraph (b)(1) of this clause. Until completion of any warranty period, or for 90 days following final payment, whichever is later.
- (c) A surety's assets pledged in support of a payment bond may be released to a subcontractor or supplier upon Government receipt of a Federal district court judgment, or a sworn statement by the subcontractor or supplier that the claim is correct along with a notarized authorization of the release by the surety stating that it approves of such release. The security interest on the individual surety's assets in support of a payment bond shall be maintained—
- (1) Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding \$150,000 which require performance and payment bonds (40 U.S.C. 3131). For 1 year following final payment, or until resolution of all pending claims filed against the payment bond during the 1-year period following final payment, whichever is later.
  - (2) Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1)). For the full contract performance period plus 1 year.
  - (3) Other contracts not subject to the requirements of paragraph (c)(1) of this clause. For 90 days following final payment.
- (d) The Contracting Officer may allow the Contractor to substitute an individual surety, for a performance or payment bond, after contract award. The Contractor shall comply with the requirements of paragraph (a) of this clause within the timeframe established by the Contracting Officer.

### **52.228-13 Alternative Payment Protections (JULY 2000)**

- (a) The Contractor shall submit one of the following payment protections:
  - Payment Bond
  - Irrevocable Letter of Credit
- (b) The amount of the payment protection shall be 100 percent of the contract price.

- (c) The submission of the payment protection is required within TBD at Task Order Level days of contract award.
- (d) The payment protection shall provide protection for the full contract performance period plus a one-year period.
- (e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.
- (f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

**52.228-15 Performance and Payment Bonds -- Construction (JUN 2020) ([DEVIATION MAY 2023](#))**

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

“Original contract price” means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds.* Unless the resulting contract price is valued at or below the threshold specified in Federal Acquisition Regulation [28.102-1\(a\)](#) on the date of award of this contract, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance Bonds (Standard Form 25, **EXCEPT THAT A SEAL IS NOT REQUIRED**).* The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment Bonds (Standard Form 25-A, **EXCEPT THAT A SEAL IS NOT REQUIRED**).* The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) *Additional bond protection.*

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of Treasury  
Financial Management Service  
Surety Bond Branch  
3700 East West Highway, Room 6F01  
Hyattsville, MD 20782

Or via the internet at <http://www.fms.treas.gov/c570/>.

(e) *Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)).* Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

#### **52.236-4 Physical Data (APR 1984)**

**Note: this clause applies at the Task Order level and shall be completed per TOPR if applicable.**

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by \_\_\_\_\_ [*insert a description of investigational methods used, such as surveys, auger borings, core borings, test pits, probings, test tunnels*].

(b) Weather conditions \_\_\_\_\_ [*insert a summary of weather records and warnings*].

© Transportation facilities \_\_\_\_\_ [*insert a summary of transportation facilities providing access from the site, including information about their availability and limitations*].

(d) \_\_\_\_\_ [*insert other pertinent information*].

#### **52.252-6 Authorized Deviations in Clauses (NOV 2020)**

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

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

## **PART III—LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

### **SECTION J—LIST OF ATTACHMENTS**

#### **J.1 ATTACHMENTS**

1. Berry Creek Plans
2. Berry Creek FSSS
3. Berry Creek SOI
4. Berry Creek Submittal Register
5. Berry Creek TOPR
6. Cottonwood Map
7. Cottonwood Plans
8. Cottonwood FSSS
9. Cottonwood SOI
10. Cottonwood Submittal Register
11. Cottonwood TOPR
12. Washakie Plans
13. Washakie FSSS
14. Washakie SOI
15. Washakie TOPR
16. Washakie Food Storage Order
17. Equipment Cleaning Form
18. Region 2 Fire Plan
19. Past Performance Questionnaire

PART IV--REPRESENTATIONS AND INSTRUCTIONS

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

**K.1 PROVISIONS**

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

**52.204-8 Annual Representations and Certifications (MAY 2024) ([DEVIATION NOV 2022](#))**

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

(2) The small business size standard is \$45M.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition -

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

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

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

(i)  Paragraph (d) applies.

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

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

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

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

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

- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
- (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-
- (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.
- (vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.
- (viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied Part 19 in accordance with 19.000(b)(1)(ii).
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
  - (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
- (xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied Part 19 in accordance with 19.000(b)(1)(ii).
- (xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26,



## Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

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

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.

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

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates-II and III). This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$50,000, the basic provision applies.

(B) If the acquisition value is \$50,000 or more but is less than \$100,000, the provision with its Alternate II applies.

(C) If the acquisition value is \$100,000 or more but is less than \$102,280, the provision with its Alternate III applies.

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

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

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

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

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

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material

Content for EPA–Designated Products (Alternate I only).

- (vii) 52.227-6, Royalty Information.
  - (A) Basic.
  - (B) Alternate I.
- (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

FAR Clause # Title Date Change

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

DEVIATION NOV 2022] Offerors that are representing as Small Business Joint Venture or Service Disabled Veteran Owned Small Business Joint Venture should submit their socio-economic status in the space provided above until such time that SAM.gov has been updated to include the joint venture representations contained within provision 52.219-1 paragraph (c).

#### **52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

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

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

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

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

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

(d) Representation. The Offeror represents that—

(1) It  will,  will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

## **52.204-29 Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures (Dec 2023)**

(a) *Definitions.* As used in this provision, *Covered article*, *FASCSA order*, *Intelligence community*, *National security system*, *Reasonable inquiry*, *Sensitive compartmented information*, *Sensitive compartmented information system*, and *Source* have the meaning provided in the clause [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(b) *Prohibition.* Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(c) *Procedures.*

(1) The Offeror shall search for the phrase “FASCSA order” in the System for Award Management (SAM)(<https://www.sam.gov>) for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of FAR [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(2) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM, but are effective and do apply to the solicitation and resultant contract (see FAR [4.2303](#)(c)(2)).

(3) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(d) *Representation.* By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (e).

(e) *Disclosures.* The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:

- (1) Name of the product or service provided to the Government;
- (2) Name of the covered article or source subject to a FASCSA order;
- (3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;
- (4) Brand;
- (5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
- (6) Item description;
- (7) Reason why the applicable covered article or the product or service is being provided or used;

(f) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (e) to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

### **52.209-7 Information Regarding Responsibility Matters (OCT 2018)**

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative 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 (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

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

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

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

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

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

### **52.209-13 Violation of Arms Control Treaties or Agreements – Certification (NOV 2021)**

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

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

(1) The Offeror certifies that–

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

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

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

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

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there.

Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

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

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

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

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless—

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

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

- (i) Waived application under 22 U.S.C. 2593e(d) or ©; or
- (ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.



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

### L.1 PROVISIONS

#### **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):

Federal Acquisition Regulation (FAR) Provisions:

<https://www.acquisition.gov/browse/index/far> (FAR Provisions begin with 52)

Department of Agriculture Acquisition Regulation (AGAR) Provisions:

<https://www.acquisition.gov/agar> (AGAR Provisions begin with 452)

FAR and AGAR Deviations to provisions may be viewed at: [Policies & Regulations | USDA](#)

- 52.204-7 System for Award Management (OCT 2018)
- 52.204-16 Commercial and Government Entity Code Reporting (AUG 2020)
- 52.204-22 Alternative Line-Item Proposal (JAN 2017)
- 52.207-6 Solicitations and Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple Award Contracts) (AUG 2024)
- 52.215-1 Instructions to Offerors--Competitive Acquisition (NOV 2021)
- 52.216-27 Single or Multiple Awards (Oct 1995)

#### **Preparation of Technical And Business Proposals**

(a) General Instructions. Proposals submitted in response to this solicitation shall be furnished as specified below.

- (1) The proposal must include a technical proposal and price proposal. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. All documents shall be Microsoft Word, Microsoft Excel, or Adobe PDF.
- (2) The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this RFP. Offeror must have an active entity registration at <https://www.sam.gov/SAM/> in order to submit an offer.
- (3) All offers shall be submitted in the following format:

- (a) 1 emailed copy of the completed technical proposal.
- (b) 1 emailed copy of the completed price proposal.

(b) 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 techniques, procedures and program for achieving the objectives of the specifications/statement of work. A single technical proposal for the overall MATOC is required; do not submit a separate technical proposal for each seed project. At a minimum the technical proposal should clearly address the following:

i) Factor 1- Experience and Capabilities

Subfactor 1- Experience: Provide a narrative of at least three (3) but not more than five (5) projects of similar scope, magnitude and geographic area of the scope of the MATOC and anticipated task order limits (\$2,000-\$3,000,000). Projects shall have been in progress or completed within 6 years of the solicitation issue date. Each project narrative shall be no more than 2 pages long and include the following information:

- Project name/title
- Geographic location (ie: closest City, State)
- Dates of performance
- Description of the work performed
- Role on the project: State if role was Prime or Subcontractor and what work was performed in that role. If role was as Prime indicate what work was self-performed and what was subcontracted
- Contract value/ value of work performed
- Customer name/organization
- Contracting officer or customer name, phone number and email address
- Any challenges encountered and how they were overcome or resolved

Subfactor 2- Capabilities: Provide a narrative no more than 5 pages describing capabilities to perform any of the following work. (Note: Every offeror is not expected to have capabilities in each area listed below). The purpose of this narrative is to explain what work the offeror is comfortable and capable of performing. Do not simply list or restate the items below:

- Projects using FP Standard Specifications for Roads and Bridges
- New road construction, including subsurface and/or surface drainage
- Road reconstruction, including subsurface and/or surface drainage
- Bridge construction
- Stream culvert construction, including dewatering, temporary bypass, stream simulation and in-stream restoration for road-stream crossings
- Aggregate pit development and crushing
- Asphalt placement

Subfactor 3- Subcontractors: Provide a list of key subcontractors and the type/features of work they perform routinely for the offeror for work within the scope of the MATOC. If the offeror routinely self-performs all or a majority of work please indicate that here also.

ii) Factor 2- Geographic Awareness and Familiarity: Offerors shall submit a narrative of no more than two (2) pages that includes their approach to performing the work in areas that may be remote and demonstrates their knowledge of the geographic area. Details to include but not limited to working:

- At high elevations
- In cold climates, such as for concrete placement and curing
- In remote areas away from public services/resources

iii) Factor 3- Organization and Management: Provide an organizational chart and/or summary of the overall company organizational structure, from principle/ownership level to field level. Additionally, provide resumes for staff members for each of the following key positions. Resumes should be no more than two (2) pages for each individual:

- Project manager(s)
- Site Superintendent(s)
- Quality Control Manager(s)
- Safety Officer(s)

iv) Factor 4- Past Performance: Offerors shall submit either a Past Performance Questionnaire (PPQ) (provided) or an Interim or Final CPARS evaluation for each project listed in Factor 1, Subfactor 1- Experience. Failure to obtain either the PPQs or CPARS evaluations for those projects listed for Experience may result in the proposal not being further considered.

For purposes of this solicitation, the Government defines the “client” as the project owner for the submitted project. For each PPQ sent to a client reference, the offeror shall submit a copy of the PPQ form with Blocks 1-10 completed, along with the name, telephone number, and e-mail address of the client Point of Contact (POC), with their proposal. The Government may contact and interview the POCs and reserves the right to interview other representatives of the reference’s firm if the listed POC is not available. The Government may contact references for submitted projects for purposes of assessing and verifying the scope of work performed.

If offerors are submitting as a Joint Venture (JV) or recognized teaming arrangement, PPQ information must be provided for each team member for one (1) or more of the projects submitted (performed by the team member individually or as a member of the same team).

(c) Factor 5- Price

### Proposal Instructions

The following information is required:

- i) Signed Standard Form 1442, Solicitation/Offer/Award (Construction, Alteration, Repair), with blocks 14 – 20c completed by the offeror.
  - ii) Section B - Schedule of Items for a minimum of one seed project. All blocks must be completed by the offeror. All Items must be priced. In the event of an error in extending prices the unit prices shall govern. Offerors are hereby cautioned to ensure they are submitting realistic pricing. The intent is that the seed project(s) will be awarded as the first Task Order of the MATOC.
  - iii) Section K - Offeror Representations and Certifications – Complete the requested information in each applicable provision in Section K. Only return the applicable provisions, not the entire solicitation.
  - iv) Acknowledgement of solicitation amendments (if any). This can be accomplished by completing section 19 on the SF-1442 or by submitting the signed SF-30(s) from sam.gov with your price proposal.
  - v) Scanned copy of fully executed Bid Guarantee (Standard Form 24 and Power of Attorney).
- (d) All documents, including PPQs, shall be submitted as specified in block 13a of the SF-1442. It is the offeror's responsibility to ensure delivery of all required documents by the date and time set for receipt of offers.
- (e) **Contact the Contracting Officer by e-mail if you do not understand any part of the instructions listed above.**

#### **52.216-1 Type of Contract (APR 1984)**

The Government contemplates award of a Firm Fixed-Price contract resulting from this solicitation.

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

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at [52.222-6](#), Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

**52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999)**

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

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

Goals for minority participation for each trade

Goals for female participation for each trade

**Shall be identified with each TOPR.**

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

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

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is TBD at Task Order level.

**52.225-10 Notice of Buy American Act Requirement—Construction Materials (MAY 2014)**

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

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

(c) Evaluation of offers.

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

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

(d) Alternate offers.

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

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

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

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

**52.228-1 Bid Guarantee (SEP 1996)**

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

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money

order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds –

- (1) To unsuccessful bidders as soon as practicable after the opening of bids, and (2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.
- (c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000, whichever is less.
- (d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.
- (e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

#### **52.228-17 Individual Surety – Pledge of Assets (Bid Guarantee) (FEB 2021)**

- (a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee—
  - (1) A pledge of assets that meets the eligibility, valuation, and security requirements described in the Federal Acquisition Regulation (FAR) [28.203-1](#); and
  - (2) Standard Form 28, Affidavit of Individual Surety.
- (b) The Offeror shall include with its offer the information required at paragraph (a) of this provision within the timeframe specified in the provision at FAR [52.228-1](#), Bid Guarantee, or as otherwise established by the Contracting Officer.
- (c) The Contracting Officer may release the security interest on the individual surety's assets in support of a bid guarantee based upon evidence that the offer supported by the individual surety will not result in contract award.

#### **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 [paul.larsen@usda.gov](mailto:paul.larsen@usda.gov).
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

#### **52.252-5 Authorized Deviations in Provisions (NOV 2020)**

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any Agriculture Acquisition Regulation (48 CFR Chapter 4) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**Pursuant to FAR 36.211(b), information regarding USDA's definitization of equitable adjustments for change orders under construction contracts may be found at [Contracting with USDA | USDA](#). USDA's procedures that apply to the definitization of equitable adjustment for change orders under construction contracts may be found in the USDA Contracting Desk Book, located at [Policies & Regulations | USDA](#) under Parts 436 and 443.**



## SECTION M--EVALUATION FACTORS FOR AWARD

### M.1 PROVISIONS

52.217-5 Evaluations of Options (JUL 1990)

### M.2 PROPOSAL EVALUATION

Proposals will be evaluated using the Tradeoff Process as defined in FAR 15.101. This process permits tradeoffs among price and non-price factors and allows the Government to accept other than the lowest priced proposal. Evaluation will be conducted in accordance with FAR 15.305 Proposal Evaluation as supplemented by information in this solicitation. The government will evaluate proposals and assess their relative qualities solely on the evaluation factors specified in this solicitation. Non-price factors when combined are significantly more important than price. The Government intends to award contracts to a minimum of ten (10) qualified offerors that are determined to represent the best value based on the technical factors and price.

### M.3 TECHNICAL EVALUATION FACTORS

Technical Factors listed are of equal importance.

#### **Factor 1 - Experience and Capabilities**

Note: Subfactors listed are of equal importance.

Subfactor 1- Experience: The Government will assess and evaluate the specialized experience and skill of the firm with a focus on experience that is relevant to the specified scope of work for the MATOC.

Subfactor 2- Capabilities: The Government will assess and evaluate the stated capabilities of the offeror with respect to the work items identified in the narrative. Focus of the assessment and evaluation will be on those elements of work listed within the same Factor/Subfactor in Section L.

Subfactor 3- Subcontractors: The Government will assess the established subcontractor list and evaluate the ability of the offeror and subcontractors to accomplish the work items listed within the scope of the MATOC. Self-performance if indicated will be assessed in conjunction with the stated capabilities above to determine the ability to complete all work items.

#### **Factor 2 - Geographic Awareness and Familiarity**

The Government will assess and evaluate the narrative submitted for knowledge and work experience within the geographic area encompassing USFS-Region 2 and demonstrated work with high elevation, cold climates and remote locations.

### Factor 3 - Organization and Management

The Government will assess and evaluate the overall organizational structure and resumes for key personnel as submitted with focus on experience and expertise in work within the scope of the MATOC.

For Factors 1-Experience and Capabilities, 2- Geographic Awareness and Familiarity, and 3- Organization and Management the following confidence ratings will be used. Note that Factor 1 will be evaluated at the Factor level and not at each sub-factor.

Rating	Description
High Confidence	The Government has high confidence that the offeror understands the requirement and will be successful in performing task orders within the scope of the MATOC with little or no Government intervention.
Confidence	The Government has confidence that the Offeror understands the requirement and will be successful in performing task orders within the scope of the MATOC with some Government intervention.
Low Confidence	The Government has low confidence that the offeror understands the requirement or will have success in performing task orders within the scope of the MATOC even with Government intervention.

### Factor 4 - Past Performance:

Past performance is a measure of the degree to which the offeror (including major subcontractors) has satisfied previous customers and complied with Federal, State and Local laws and regulations. The Government may contact references to assess the quality of the contractor's work, timely completion, project management, and compliance with regulatory requirements. The Government will consider the currency and relevance of the information, source of the information, context of the data and general trends in contractor performance.

The past performance evaluation will characterize the level of the Government's confidence that the offeror will successfully complete the work, in compliance with all contract requirements, based on its record of successful performance on recent and relevant similar projects.

In addition to past performance information submitted by the offeror, the Government may use personal knowledge or information obtained from other sources, such as CPARS, Federal Awardee Performance and Integrity Information System (FAPIIS), or any other sources available

to the Government, in its evaluation of an offeror's past performance.

Where there is little or no information available regarding the offeror's past performance history because the offeror is new to the marketplace, the past performance evaluation may take into account information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the work.

Past Performance will utilize the table below and be assigned a confidence rating. Per 15.305(a)(2)(iv), in the case of an offeror without a record of relevant past performance or for whom past performance information is not available they will not be evaluated favorable or unfavorable and will be assigned a rating of "Confidence".

Note: The assessment of past performance is separate from the responsibility determination required under FAR Subpart 9.1.

Rating	Description
High Confidence	The Government has high confidence that the offeror understands the requirement and will be successful in performing task orders within the scope of the MATOC with little or no Government intervention.
Confidence	The Government has confidence that the Offeror understands the requirement and will be successful in performing task orders within the scope of the MATOC with some Government intervention.
Low Confidence	The Government has low confidence that the offeror understands the requirement or will have success in performing task orders within the scope of the MATOC even with Government intervention.

#### **Factor 5 - Price:**

Offerors shall submit a price proposal for a minimum of one (1) seed project in order to be evaluated. The proposed price for the seed project(s) will be evaluated for reasonableness in accordance with FAR 15.404-1(b). Adequate price competition and comparison to the IGE will establish a fair and reasonable price. Offers found to be unreasonably high or unrealistically low may be considered unacceptable and may be rejected on that basis.

The government expects to make an award without discussions; however, reserves the right to conduct discussions if necessary.