


SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 12FPC323Q0015	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 03/23/2023	PAGE	OF PAGES
				1	39

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

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. 1091016	6. PROJECT NO.
7. ISSUED BY USDA FPAC Business Center Western Section FPAC-HQ-12FPC3@usda.gov	CODE FPAC-HQ-12FPC3	8. ADDRESS OFFER TO elrick.lounds@usda.gov	
9. FOR INFORMATION CALL: 	a. NAME ELRICK LOUNDS	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)	

SOLICITATION

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

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

*** THIS IS A REQUEST FOR QUOTE UNDER SIMPLIFIED ACQUISITION PROCEDURES ***

Installation of a New Garage Door and Repair of existing Garage Doors for the Norman A. Berg Plant Materials Center, Beltsville, Maryland

The United States Department of Agriculture (USDA) Farm Production and Conservation Acquisition Division is issuing a Request for Quotes (RFQ) in accordance with FAR Part 13 on behalf of the USDA - Natural Resource Conservation Service (NRCS). Maryland State Office for work to be performed at the Norman A. Berg Plant Materials Center, Beltsville, Maryland.

The Project consists of the Installation of New Garage Door and Repair of existing Garage Doors.

An organized site visit has been scheduled for 10 AM Local Time, Tuesday, March 28, 2023 Participants will meet at Berg Plant Materials Center (PMC), located at 8791 Beaver Dam Road - Building 509, Beltsville, Maryland 20705.

11. The Contractor shall begin performance <u>10</u> calendar days and complete it within <u>126</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. The performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See _____.)	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (If "YES", indicate within how many calendar days after award in Item 12b.)	12b. CALENDAR DAYS
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
a. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>1700</u> (hour) local time <u>04/17/2023</u> (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
b. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required.	
c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
d. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

OFFER (Must be fully completed by offeror)

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

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

AMOUNTS

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

19. ACKNOWLEDGEMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE.										
20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)						20b. SIGNATURE			20c. OFFER DATE	

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()
26. ADMINISTERED BY CODE FPAC-HQ-APD-TX FPAC BUS CNTR-ACQUISITION DIV-TX Fort Worth Federal Center 501 W. Felix St., Building 23 Fort Worth TX 76115-3404	27. PAYMENT WILL BE MADE BY via IPP. https://www.ipp.for.fiscal.treasury.gov/	

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
12FPC323Q0015

PAGE 3 OF 39

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Delivery: 126 Days After Notice to Proceed</p> <p>Delivery Location Code: DASO-OCIO-ITS-6051</p> <p>NATIONAL PLANT MATERIALS CENTER</p> <p>BARC-EAST, BEAVER DAM ROAD BLDG 509</p> <p>BELTSVILLE, MD 20705 US</p>				
0001	<p>Garage Door(s) Replacement Building 509E total of 2 doors:</p> <p>2 Garage Doors 509E Shop</p> <p>-Demo and dispose existing garage door</p> <p>-Replace with new garage door and electric operator</p> <p>Product/Service Code: Y1QA</p> <p>Product/Service Description: CONSTRUCTION OF RESTORATION OF REAL PROPERTY (PUBLIC OR PRIVATE)</p>				
0002	<p>Garage Door Repairs Building 509G total of 4 doors:</p> <p>-Repair and Adjust Door 1</p> <p>-Repair and Adjust Door 2</p> <p>-Repair and Adjust Door 3</p> <p>-Adjust Door 4</p> <p>Product/Service Code: Y1QA</p> <p>Product/Service Description: CONSTRUCTION OF RESTORATION OF REAL PROPERTY (PUBLIC OR PRIVATE)</p>				

PART I – THE SCHEDULE**B - SUPPLIES OR SERVICES AND PRICES/COSTS****Installation of a New Garage Door and Repair of Existing Garage Doors for the Norman A. Berg Plant
Materials Center, Beltsville, Maryland**

This solicitation requires a price be submitted for all line items, failure to do so will disqualify the quote.

Line Item	Description	Quantity	Unit	Unit Price	Extended Amount
001	2 Garage Doors 509E – Shop -Demo and dispose existing garage door -Replace with new garage door and electric operator	1	EA	\$	\$
002	Building 509G – Equipment Building -Repair and Adjust Door 1 -Repair and Adjust Door 2 -Repair and Adjust Door 3 -Adjust Door 4	1	EA	\$	\$
Total					\$

SUBMITTED BY: _____

DUNS# _____

COMPANY: _____

ONE AWARD FOR THE AGGREGATE OF ALL ITEMS WILL BE MADE AS A RESULT OF THIS SOLICITATION

C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

The project shall consist of Installation of a New Garage Door and Repair of Existing Garage Doors for the Norman A. Berg Plant Materials Center, Beltsville, Maryland.

AGAR 452.211-72 Statement of Work/Specifications. (Feb 1998)

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

AGAR 452.211-73 Attachments to Statement of Work/Specifications. (Feb 1988)

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

D - PACKAGING AND MARKING

No clauses included in this section.

E - INSPECTION AND ACCEPTANCE

F - DELIVERIES OR PERFORMANCE

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 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 126 days. The time stated for completion shall include final cleanup of the premises.

(End of clause)

Work Performance on Holidays

The Contractor shall not perform work on the following holidays except in the case of emergency as permitted elsewhere in this contract:

New Year's Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

The contract performance time has been established to allow for the non-working holidays stated above.

The Contractor may be permitted to work the following remaining designated Federal holidays provided that he/she submits a letter of request to the Contracting Officer at least five (5) days in advance of the holiday.

Birthday of Martin Luther King, Jr.'s
Washington's Birthday
Memorial Day
Juneteenth Independence Day
Columbus Day
Veterans Day

G - CONTRACT ADMINISTRATION DATA

Contracting Officer's Authority

The Contracting Officer (CO) is the only person authorized to approve changes in any of the requirements of this contract. This authority remains solely with the CO. In the event that the Contractor effects any change at the direction of any person other than the CO, the change will be considered to have been made without authority and NO adjustment will be made in the contract price to cover any INCREASE in costs incurred as a result thereof.

Contracting Officer's Representative

The Contracting Officer's Representative (COR) is an individual designated in writing by the Contracting Officer (CO) to act as an authorized representative of the CO to perform specific contract administrative functions within the scope and limitations as defined by the CO in the COR's appointment letter. This letter specifies the extent of the COR's authority to act on behalf of the CO. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery or any other term or condition of the contract. Any subsequent change to the COR or COR responsibilities will be confirmed, in writing, by the CO. A COR does not have the authority to and may never –

1. award, agree to, or execute any contract, contract modification, or notice of intent;
2. obligate, in any way, the payment of money by the Government;
3. make a final decision on any contract matter which is subject to the clause at FAR 52.233-1, Disputes; or
4. terminate, for any cause, the contractor's right to proceed.

If the contractor does not receive a copy of the COR appointment letter, the contractor is required to request a copy of it from the CO prior to commencing work. Individuals not designated in writing as a COR by the CO are not considered a COR and do not have the authority delegated to the COR. If the contractor considers any action or inaction by a COR, any other government employee (such as an inspector), or representative or agent of the government as a change to the contract terms and conditions they must notify the contracting officer immediately and not proceed with any such change until approved by the contracting officer

Designated Payment Office Contact Point

The contact point described below coordinates the issuance of payments under this contract. If payment is not received within 5 days after the due date specified in the contract, contact the payment office designated below for information on when payment will be made.

USDA, National Finance Center

Administrative Payments Branch (APB)

Telephone: (800) 421-0323 or (504) 426-6510

If questions arise on the amount paid, contact the contracting officer at the number or address shown in the contract.

Electronic Invoicing and Payment Requirements – Invoice Payment Platform (IPP)

Invoices must be submitted electronically through the U.S. Department of the Treasury's Invoice Payment Platform System (IPP) or the Contractor must be willing to accept payment by Government purchase card.

The Contractor must use the IPP website (<https://www.ipp.gov>) to register, access, and use IPP for submitting invoices. Contractor assistance with enrollment can be obtained by calling (866) 973-3131.

Invoices submitted by means other than IPP will not be accepted unless the Contracting Officer authorizes alternate procedures in writing.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

- Itemization of the amounts requested;
- Subcontractor listing showing 1) each subcontractor and the total value of the subcontract, 2) the portion of the instant progress payment that will be made to each subcontractor, and 3) the total amount previously paid to each subcontractor;
- Payment request certification from the clause; and
- Release of claims (final payment only). "I, (Name of Contractor), do hereby release the United States of America from any and all claims and liabilities of any character whatsoever arising under and by virtue of contract number (Identify Contract) dated (Date) as amended, except as stated. (Date of Release) (Signature of Contractor)"]

H - SPECIAL CONTRACT REQUIREMENTS

AGAR Clause 452.228-71 Insurance Coverage. Alternate 1 (Nov 1996)

The Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

(a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(b) General Liability.

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

(2) The Contractor shall have property damage liability insurance shall be required in the amount of \$500,000* per occurrence.

(c) Automobile Liability. The Contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage or loss.

(d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger injury. Coverage for passenger injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of Clause)

52.236-13 Accident Prevention. (Nov 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will-

- (1) Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;
- (2) Avoid interruptions of Government operations and delays in project completion dates; and
- (3) Control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

- (1) Provide appropriate safety barricades, signs, and signal lights;

- (2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and
- (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.
(End of clause)

AGAR 452.236-73 Archaeological or Historic Sites. (Feb 1988)

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

AGAR 452.236-74 Control of Erosion, Sedimentation, and Pollution. (Nov 1996)

(a) Operations shall be scheduled and conducted to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, and impoundments (lakes, reservoirs, etc.).

(b) Pollutants such as fuels, lubricants, bitumens, raw sewage, and other harmful materials shall not be discharged on the ground; into or nearby rivers, streams, or impoundments; or into natural or man-made channels. Wash water or waste from concrete or aggregate operations shall not be allowed to enter live streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.

(c) Mechanized equipment shall not be operated in flowing streams without written approval by the Contracting Officer.
(End of clause)

NATURAL RESOURCES CONSERVATION SERVICE SUPPLEMENT TO OSHA PARTS 1910 AND 1926

CONSTRUCTION INDUSTRY AND INTERPRETATIONS

The contractor shall comply with OSHA (Occupational Safety and Health Administration) Parts 1910 and 1926, Construction Industry Standards and Interpretations, and with this supplement.

Requests for variances or waivers from this supplement are to be made to the contracting officer in writing supported by evidence that every reasonable effort has been made to comply with the contractual requirements. A written request for a waiver or a variance shall include--

- (1) Specific reference to the provision or standard in question;
- (2) An explanation as to why the waiver is considered justified; and
- (3) The contractor's proposed alternative, including technical drawings, materials, or equipment specifications needed to enable the contracting officer to render a decision.

No waiver or variance will be approved if it endangers any person. The contractor shall not proceed under any requested revision of a provision until the contracting officer has given written approval.

The contractor is to hold and save harmless the Natural Resources Conservation Service free from any claims or causes of action whatsoever resulting from the contractor or subcontractors proceeding under a waiver or approved variance. Copies of OSHA Part 1910 and 1926, Construction Industry Standards and Interpretations, may be obtained from:

Superintendent of Documents
U. S. Government Printing Office
Washington, D.C. 20402

GENERAL CONTRACTOR REQUIREMENTS

1.1 **SAFETY PROGRAM.** Each contractor is to demonstrate that he or she has the facilities for conducting a safety program commensurate with the work under the contract. The contractor is to submit a written safety program to the contracting officer for approval before the start of construction operations. The program is to specifically state what provisions the contractor proposes to take for the health and safety of all employees.

1.2 **PRECONSTRUCTION SAFETY MEETING.** Representatives for the contractor are to meet with the contracting officer (CO) or the CO's representative before the start of construction to discuss the safety program and the implementation of all health and safety standards pertinent to the work under this contract.

1.3 **JOINT SAFETY POLICY COMMITTEE.** The contractor or designated onsite representative is to participate in monthly meetings of a Joint Safety Committee, composed of Natural Resources Conservation Service and contractor supervisory personnel. At these meetings the contractor's project manager and the Contracting Officer will review the effectiveness of the contractor's safety effort, resolve current health and safety problems, and coordinate safety activities for upcoming work.

1.4 **SAFETY PERSONNEL.** Each contractor is to designate a competent supervisory employee satisfactory to the Contracting officer to administer the safety program.

1.5 **SAFETY MEETINGS.** A minimum of one "one-the-job" or "toolbox" safety meeting is to be conducted each week by all field supervisors for all construction personnel at the job site. The contractor is

to also conduct regularly scheduled supervisory safety meetings at least monthly for all levels of job supervision.

1.6 SAFETY INSPECTION. The contractor shall perform frequent and regular safety inspections of the jobsite, materials, and equipment, and shall correct deficiencies.

1.7 FIRST AID TRAINING. Every contractor foreman's work crew must include an employee who has a current first aid certificate from the Mine Safety and Health Administration, American Red Cross, or other state-approved organization.

1.8 REPORTS. Each contractor is to maintain an accurate record of all job related deaths, diseases, or disabling injuries. The records shall be maintained in a manner approved by the contracting officer. A copy of all reports is to be provided to the contracting officer. All fatal or serious injuries are to be reported immediately to the contracting officer, and every assistance is to be given to the investigation of the incident, including submission of a comprehensive narrative report to the contracting officer. Other occurrences with serious accident potential, such as equipment failures, slides and cave-ins, must also be reported immediately. The contractor is to assist and cooperate fully with the contracting officer in conducting accident investigations. The contracting officer is to be furnished all information and data pertinent to investigation of the accident.

FIRST-AID AND MEDICAL FACILITIES

2.1 FIRST AID KITS. A 16-unit first aid kit approved by the American Red Cross is to be provided at accessible, well identified, locations at the ratio of at least 1 kit for each 25 employees. The first aid kits are to be moisture proof and dust tight, and the contents of the kits are to be replenished as used or as they become ineffective or outdated.

2.2 EMERGENCY FIRST AID. At least one employee certified to administer emergency first aid must be available on each shift and duly designated by the contractor to care for injured employees. The names of the certified employees shall be posted at the job site.

2.3 COMMUNICATION AND TRANSPORTATION. Prior to the start to work, the contractor is to make necessary arrangements for prompt and dependable communications, transportation, and medical care for injured employees. At least one stretcher and two blankets shall be readily available for transporting injured employees.

2.4 FIRST AID AND MEDICAL REPORTS. The contractor is to maintain a record system for first aid and medical treatment on the jobsite. Such records are to be readily available to the contracting officer and are to include:

- (a) A daily treatment log listing chronologically all persons treated for occupational injuries and illnesses;
- (b) Cumulative record of injury for each individual;
- (c) Monthly statistical records of occupational injuries, classified by type and nature of injury; and
- (d) Required records for worker's compensation.

2.5 SIGNS AND DIRECTIONAL MARKINGS. Adequate identification and directional markers are to be provided to readily denote the location of all first aid stations.

2.6 EMERGENCY LISTING. A listing of telephone numbers and addresses of doctor, rescue squad, hospital, police, and fire departments is to be provided at all first aid locations.

PHYSICAL QUALIFICATION OF EMPLOYEES

3.1 GENERAL REQUIREMENTS. Persons employed throughout the contract are to be physically qualified to perform their assigned duties. Employees must not knowingly be permitted or required to work while their ability or alertness is impaired by fatigue, illness, or other reason that may jeopardize themselves or others.

3.2 HOIST OPERATORS. Operators of cranes, cableways, and other, hoisting equipment shall be examined annually by a physician and provided with a certification stating that they are physically qualified to safely operate hoisting equipment. The contractor is to submit a copy of each certification to the contracting officer.

3.3 MOTOR VEHICLE OPERATORS. Operators of motor vehicles engaged primarily in the transportation of personnel are to be 18 years of age or older and have a valid state operator's permit or license for the equipment being operated. The operators must have passed a physical examination administered by a licensed physician within the part year showing that they are physically qualified to operate vehicles safely.

PERSONAL PROTECTIVE EQUIPMENT

4.1 HARDHAT AREAS. The entire jobsite, with the exception of offices, will be considered a hardhat area. All persons entering the area are, without exception, required to wear hardhats. The contractor shall provide hardhats to visitors entering hardhat areas.

4.1.1 LABELS. Hardhats shall bear a manufacturer's label indicating design compliance with the appropriate ANSI (American National Standards Institute) standard.

4.2 POSTING. Signs at least 3 by 4 feet worded as follows with red letters (minimum 6 inches high) with white background shall be erected at access points to designated hardhat areas:

CONSTRUCTION AREA -- HARDHATS REQUIRED BEYOND THIS POINT

These signs are to be furnished and installed by the contractor at entries to shops, construction yards, and job access points.

MACHINERY AND MECHANIZED EQUIPMENT

5.1 SAFE CONDITION. Before any machinery or mechanized equipment is initially used on the job, it must be inspected and tested by qualified personnel and determined to be in safe operating condition and appropriate for the intended use. Operators shall inspect their equipment prior to the beginning of each shift. Any deficiencies or defects shall be corrected prior to using the equipment. Safety equipment, such as seatbelts, installed on machinery is to be used by equipment operators.

5.2 TAGGING AND LOCKING. The controls of power-driven equipment under repair are to be locked. An effective lockout and tagging procedure is to be established, prescribing specific responsibility and safety procedures to be followed by the persons performing repair work.

5.3 HAUL ROAD FOR EQUIPMENT

5.3.1 ROAD MAINTENANCE. The contractor shall maintain all roadways, including haul roads and access roads, in a safe condition so as to eliminate or control dust and ice hazards. Wherever dust is a hazard adequate dust-laying equipment shall be available at the jobsite and utilized to control dust.

5.3.2 SINGLE LANE HAUL ROADS. Single-lane haul roads with two-way traffic shall have adequate turnouts. Where turnouts are not practical, a traffic control system shall be provided to prevent accidents.

5.3.3 TWO-WAY HAUL ROADS. On two-way haul roads, arrangements are to be such that vehicles travel on the right side wherever possible. Signs and traffic control devices are to be employed to indicate clearly any variations from a right-hand traffic pattern. The road shall be wide enough to permit safe passage of opposing traffic, considering the type of hauling equipment used.

5.3.4 DESIGN AND CONSTRUCTION OF HAUL ROADS. Haul road design criteria and drawings, if requested by the contracting officer, are to be submitted for approval prior to road construction. Sustained grades shall not exceed 12 percent and all curves shall have open-sight line with as great a radius as practical. All roads shall be posted with curve signs and maximum speed limits that will permit the equipment to be stopped within one-half the minimum sight distance.

5.3.5 OPERATORS. Machinery and mechanized equipment shall be operated only by authorized qualified persons.

5.3.6 RIDING ON EQUIPMENT. Riding on equipment by unauthorized personnel is prohibited. Seating and safety belts shall be provided for the operator and all passengers.

5.3.7 GETTING ON OR OFF EQUIPMENT. Getting on or off equipment while the equipment is in motion is prohibited.

5.3.8 HOURS OF OPERATION. Except in emergencies, an equipment operator shall not operate any mobile or hoisting equipment for more than 12 hours without an 8-hour rest interval away from the job.

5.4 POWER CRANES AND HOISTS (TRUCK CRANES, CRAWLER CRANES, TOWER CRANES, GANTRY CRANES, HAMMERHEAD CRANES, DERRICKS, CABLEWAYS, AND HOISTS)

5.4.1 PERFORMANCE TEST. Before initial onsite operation, at 12-month intervals, and after major repairs or modification, power cranes, derricks, cableways, and hoists must satisfactorily complete a performance test to demonstrate the equipment's ability to safely handle and maneuver the rated loads. The tests shall be conducted in the presence of a representative of the contracting officer. Test data shall be recorded and a copy furnished the contracting officer.

5.4.2. PERFORMANCE TEST--POWER CRANES (Crawler mounted, truck mounted, and wheel mounted). The performance test is to be carried out with outriggers set and with a test load weighing 110 percent of the rated load. In testing cableways the test load is to be traveled to the upstream and downstream limits of travel and thoroughly performance tested in at least three travel positions, including both limits of travel.

5.4.3. PERFORMANCE TEST--DERRICKS, GANTRY CRANES, TOWER CRANES, CABLEWAYS, AND HOISTS, INCLUDING OVERHEAD CRANES. This equipment is to be performance tested with a test load weighing 110 percent of the rated load. In testing cableways, the test load is to be traveled to the upstream and downstream limits of travel and thoroughly performance tested in at least three travel positions, including both limits of travel.

5.4.4 BOOM ANGLE INDICATOR. Power cranes (includes draglines) with booms capable of moving in the vertical plane shall be provided with a boom angle indicator in good working order.

5.4.5 CRANE TEST CERTIFICATION. The performance test required by 5.4.2 and 5.4.3 is fulfilled if the contractor provides the contracting officer a copy of the certificate of inspection made within the past 12 months by a qualified person or by a government or private agency satisfactory to the contracting officer.

5.4.6 POSTING FOR HIGH VOLTAGE LINES. A notice of the 10- foot (or greater) clearance required by OSHA 1926.550, Subpart N, shall be posted in the operator's cab of cranes, shovels, boom-type concrete pumps, backhoes and related equipment.

5.4.7 BOOM STOPS. Cranes or derricks with cable-supported booms, except draglines, shall have a device attached between the gantry of the A-frame and the boom chords to limit the elevation of the boom. The device shall control the vertical motions of the boom with increasing resistance from 83 or less, until completely stopping the boom at not over 87 above horizontal.

5.4.8 SAFETY HOOKS. Hooks used in hoisting personnel or hoisting loads over construction personnel or in the immediate vicinity of construction personnel shall be forged steel equipped with safety keepers. When shackles are used under these conditions, they shall be of the locking type or have the pin secured to prohibit turning.

5.5 ROLLOVER PROTECTIVE STRUCTURES (ROPS)

5.5.1 ROLLOVER PROTECTIVE STRUCTURES. OSHA 1926 Subpart W Overhead Protection Sections 1000 and 1002 are applicable regardless of the year in which the equipment was manufactured and regardless of the struck capacity of the equipment.

5.5.2 EQUIPMENT REQUIRING ROPS. The requirement for ROPS meeting 5.5.1 above applies to crawler and rubber-tired tractors such as dozers, push and pull tractors, winch tractors with backhoes, and mowers; off-highway, self-propelled, pneumatic-tired earthmovers, including cabs). These requirements shall also apply to agricultural and industrial tractors and similar equipment.

5.5.3 EQUIPMENT REQUIRING SEATBELTS. The requirements for seatbelts as specified in OSHA Subpart O, Motor Vehicles, Mechanized Equipment, and Marine Operations, Section 1926.602 shall also apply to self-propelled compactors and rollers, and rubber-tired skid-steer equipment.

5.6 LADDERS AND SCAFFOLDING.

5.6.1 LADDERS. OSHA 1926, Subpart L - Section 450. Ladders shall be used as work platforms only when use of small hand tools or handling of light material is involved. No work requiring lifting of heavy materials or substantial exertion shall be done from ladders.

5.6.2 SCAFFOLDING. OSHA 1926, Subpart L - Section 451. Scaffolds, platforms or temporary floors shall be provided for all work except that which can be done safely from the ground or similar footing.

5.6.3 SAFETY BELTS, LIFELINE, AND LANYARDS. OSHA 1926, Subpart E, Section 104. Lifelines, safety belts and lanyards independently attached or attended, shall be used when performing such work as the following when the requirements of 5.6.1 and 5.6.2 above cannot be met.

- (a) Work on stored material in hoppers, bins, silos, tanks or other confined spaces.
- (b) Work on hazardous slopes, structural steel, or poles; erection or dismantling of safety nets, typing reinforcing bars; and work from or other unguarded locations at elevations greater than 6 feet.
- (c) Work on skids and platforms used in shafts by crews when the skip or cage does not block the opening to within 1 foot of the sides of the shaft, unless cages are provided.

PART II—CONTRACT CLAUSES

I - CONTRACT CLAUSES

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (Jun 2020)
52.204-13 System for Award Management Maintenance. (Oct 2018)
52.204-18 Commercial and Government Entity Code Maintenance. (Jul 2016)
52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)
52.204-25 Prohibition of Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)
52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021)
52.209-10 Prohibition on Contracting with Inverted Domestic Corporations. (Nov 2015)
52.219-6 Notice of Total Small Business Set-Aside. (Nov 2020)
52.219-28 Post-Award Small Business Program Rerepresentation. (Oct 2022)
52.222-3 Convict Labor. (Jun 2003)
52.222-6 Construction Wage Rate Requirements. (August 2018)
52.222-7 Withholding of Funds. (May 2014)
52.222-8 Payrolls and Basic Records. (July 2018)
52.222-9 Apprentices and Trainees. (Jul 2005)
52.222-10 Compliance with Copeland Act Requirements. (Feb 1988)
52.222-11 Subcontracts (Labor Standards). (May 2014)
52.222-12 Contract Termination—Debarment. (May 2014)
52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations. (May 2014)
52.222-14 Disputes Concerning Labor Standards. (Feb 1988)
52.222-15 Certification of Eligibility. (May 2014)
52.222-19 Child Labor-Cooperation with Authorities and Remedies (Jan 2020)
52.222-21 Prohibition of Segregated Facilities. (Apr 2015)
52.222-26 Equal Opportunity. (Sept 2016)
52.222-27 Affirmative Action Compliance Requirements for Construction. (Apr 2015)
52.222-50 Combating Trafficking in Persons. (Nov 2021)
52.222-55 Minimum Wages Under Executive Order 14026 (Jan 2022)
52.222-62 Paid Sick Leave Under Executive Order 14026 (Jan 2022)
52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts. (Sep 2013)
52.223-6 Drug-Free Workplace. (May 2001)
52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020)
52.225-13 Restrictions on Certain Foreign Purchases. (Feb 2021)
52.228-2 Additional Bond Security. (Oct 1997)
52.228-11 Pledges of Assets. (Feb 2021)
52.228-12 Prospective Subcontractor Requests for Bonds. (Dec 2022)
52.228-14 Irrevocable Letter of Credit. (Nov 2014)
52.232-5 Payments under Fixed-Price Construction Contracts. (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. (Nov 2021)

52.233-1 Disputes. (May 2014)
52.233-3 Protest after Award. (Aug 1996)
52.233-4 Applicable Law for Breach of Contract Claim. (Oct 2004)
52.236-2 Differing Site Conditions. (Apr 1984)
52.236-3 Site Investigation and Conditions Affecting the Work. (Apr 1984)
52.236-5 Material and Workmanship. (Apr 1984)
52.236-6 Superintendence by the Contractor. (Apr 1984)
52.236-7 Permits and Responsibilities. (Nov 1991)
52.236-8 Other Contracts. (Apr 1984)
52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (Apr 1984)
52.236-10 Operations and Storage Areas. (Apr 1984)
52.236-11 Use and Possession Prior to Completion. (Apr 1984)
52.236-12 Cleaning Up. (Apr 1984)
52.236-16 Quantity Surveys. (Apr 1984)
52.236-17 Layout of Work. (Apr 1984)
52.236-21 Specifications and Drawings for Construction. (Feb 1997)
52.243-5 Changes and Changed Conditions. (Apr 1984)
52.244-6 Subcontracts for Commercial Products and Commercial Services. (Dec 2022)
52.246-21 Warranty of Construction (Mar 1994)
52.249-2 Termination for Convenience of the Government (Fixed-Price). Alternate I (Apr 2012)
52.249-10 Default (Fixed-Price Construction). (Apr 1984)
52.253-1 Computer Generated Forms. (Jan 1991)

52.204-21 – Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information ([44 U.S.C. 3502](#)).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems

generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

52.222-36 Equal Opportunity for Workers with Disabilities. (Jun 2020)

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

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) [22.1408\(a\)](#) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.225-9 Buy American—Construction Materials. (Nov 2021)

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

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

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

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

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

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

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

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are

delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means—

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

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

Domestic construction material means—

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

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

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

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. Components of foreign origin of the same class or kind for which 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 components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

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

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

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving

refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

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

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

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

(b) Domestic preference.

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

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

None

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

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

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

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

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

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

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

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

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

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

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

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

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

	Foreign and Domestic Construction Materials Price Comparison	
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	Construction Material Description	Unit of Measure	Quantity	Price (dollars)*	
	Item1:				
	Foreign construction material	_____	_____	_____	
	Domestic construction material	_____	_____	_____	
	Item2:	_____	_____	_____	
	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)

52.228-5 Insurance-Work on a Government Installation (Jan 1997)

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

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

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

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

52.236-26 Preconstruction Conference. (Feb 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

52.252-2 Clauses Incorporated by Reference. (Feb 1998)

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

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

(End of clause)

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

J - LIST OF ATTACHMENTS

ATTACHMENT	TITLE	NUMBER OF PAGES
Attachment 1	Statement of Work	3
Attachment 2	Pictures	4
Attachment 3	Wage Determination MD20220044	11
Attachment 4	Past Performance Information	1

PART IV—REPRESENTATIONS AND INSTRUCTIONS

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

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

52.204-8 Annual Representations and Certifications. (Dec 2022)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 238990.

(2) The small business size standard is 16.5M.

(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 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 \$92,319, the provision with its Alternate II applies.
 - (C) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xxiv) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and 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:

[Contracting Officer check as appropriate.]

☒ (i) [52.204-17](#), Ownership or Control of Offeror.

☒ (ii) [52.204-20](#), Predecessor of Offeror.

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

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

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

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

☐ (vii) [52.227-6](#), Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

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

FAR Clause #	Title	Date	Change

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

(End of provision)

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

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

not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in 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.

(End of provision)

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

52.204-7 System for Award Management. (Oct 2018)

52.204-16 Commercial and Government Entity Code Reporting. (Jul 2016)

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

(a)

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

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

(b)

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

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

(End of provision)

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

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

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

Goals for Minority Participation for Each Trade

23.6%

Goals for Female Participation for Each Trade

6.9%

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

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

Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

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

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

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

(End of provision)

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

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

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

(c) Evaluation of offers.

- (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.
- (2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

- (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.
- (2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
- (3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only

those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested-

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

(End of provision)

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

Laureen Eipp, Contracting Officer
USDA-FPAC Business Center
Operations Branch
laureen.eipp@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.

(End of provision)

52.236-27 Site Visit (Construction). Alternate 1 (Feb 1995)

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

(b) An organized site visit has been scheduled for –

Tuesday, March 28, 2023 at 10:00 a.m. local time

(c) Participants will meet at --

**Berg Plant Materials Center (PMC), located at 8791 Beaver Dam
Road - Building 509, Beltsville, Maryland 20705.**

52.252-1 Solicitation Provisions Incorporated by Reference. (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

(End of provision)

AGAR 452.204-70 Inquiries. (Feb 1988)

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

(End of provision)

AGAR 452.219-70 Size Standard and NAICS Code Information. (Sep 2001)

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

Contract Line Item(s): All

NAICS Code: 238290

Size Standard: \$16.5 million

(End of provision)

AGAR 52.228-70 Alternative Forms of Security. (Nov 1996)

If furnished as security, money orders, drafts, cashier's checks, or certified checks shall be drawn payable to "USDA/NRCS".

(End of provision)

Quote Submission Instructions

To be considered for award, offerors are requested to submit the following:

1. Price

Pricing shall be submitted on the schedule in Section B, Page 4 of this solicitation and include all labor, materials, equipment, and supervision necessary to complete the project in accordance with the Statement of Work any other attachments to this solicitation. Include unit prices where indicated, double check math, and do not round figures.

2. Technical Qualifications

Offerors should submit a written narrative that thoroughly addresses their technical experience and capability of performing work in accordance with the Statement of Work and other attachments to this solicitation.

3. Past Performance

Offerors should submit 3 past performance references on the attached FPAC Past Performance Information sheet.

In addition:

1. Complete and sign SF-1442.

2. Complete all other representations and certifications required by Section K and not already completed in the System for Award Management (SAM).

Responses are due by 5:00 p.m. local time on April 17, 2023 by email to Elrick Lounds, Contracting Officer, at elrick.lounds@usda.gov.

This is a request for quote (RFQ) solicited using the simplified acquisition procedures of FAR Part 13.

Solicitation Number: 12FPC323Q0015

Contractors are strongly urged to attend the site showing.

The contractor shall furnish all labor, materials, equipment and supervision required to construct the project at outlined in statement of work and detailed in the specifications, drawings, and plans attached hereto.

The magnitude of construction is less than \$25,000.

This acquisition is 100% set-aside for small businesses. The applicable NAICS code is 238990.

M – EVALUATION FACTORS FOR AWARD

Basis for Award

Award will be made to the offeror whose offer is most advantageous to the Government based on the factors below.

1. Price

The overall price will be evaluated to determine that it is fair and reasonable.

The Government may reject a quote if the prices quoted are unrealistically low. Price/cost realism analysis is the process of independently reviewing and evaluating specific elements of each quoter's proposed price to determine whether the estimated prices are realistic for the work to be performed; reflect a clear understanding of the requirements. Quotes that are determined to be unrealistically low are considered a performance risk and may be rejected by the Government. Price/cost realism analysis will be evaluated consistent with FAR 15.404-1(d).

The Government may reject a quote if the prices quoted are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of cost or price analysis techniques. Unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated quote, or if it is so unbalanced as to be tantamount to allowing an advance payment. Potential unbalanced pricing will be evaluated consistent with FAR 15.404-1(g).

2. Technical

Technical qualifications will be evaluated to determine that the offeror has demonstrated understanding of the requirement and possesses adequate skills and abilities to perform the work.

3. Past Performance

Past performance information will be evaluated to ensure that the offeror has satisfactorily performed work of a similar nature. Offerors with no past performance information will be rated neutrally and will not be looked upon favorably or unfavorably. The Government may contact some or all the past performance references provided.