

Combined Synopsis/Solicitation HRD & JRD Road Maintenance

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in the Federal Acquisition Regulation (FAR) Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued.

The combined synopsis/solicitation number is 1240BF23Q0065 and is issue as a Request for Quotation (RFQ) to establish a Firm Fixed Price service contract to provide road maintenance on the Hoonah Ranger District (HRD) and Juneau Ranger District (JRD), Tongass National Forest (TNF).

The combined synopsis/solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2023-04, effective 2 June 2023.

This procurement is a Total Small Business Set-Aside. In accordance with FAR Clause 52.219-6, Notice of Total Small Business Set-Aside (which applies to this combined synopsis/solicitation), offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

The associated North American Industrial Classification System (NAICS) code for this procurement is 237310, Highway, Street, and Bridge Construction. The NAICS Code was identified through a review of the U.S. Census Bureau's website where Surfacing, Highway, Road, Street, or Bridge was listed as a corresponding index category. The small business size standard is \$45 million.

Schedule of Items/Price Schedule: See Attachment 3.

Description of Requirement: The Contractor shall provide all labor, supervision, management, tools, materials, equipment, facilities, transportation, and other items and non-personal services necessary to provide road maintenance on HRD and JRD road systems. Services shall include road grading, blading, spot surfacing, ditching, culvert replacement, and brushing. The contractor shall provide services in accordance with the Performance Work Statement (PWS), and all federal, state, and local laws and regulations.

Place of Performance: The work shall be performed at Hoonah and Juneau, Southeast Alaska.

Period of Performance (POP): The period of performance shall be for 1 Base Period of 7-months and 4 Option Periods of 12-months each. Below is the estimated POP.

Period	POP Start Date	POP End Date
Base Period	30 September 2023	30 April 2024
Option Period 1	1 May 2024	30 April 2025
Option Period 2	1 May 2025	30 April 2026
Option Period 3	1 May 2026	30 April 2027
Option Period 4	1 May 2027	30 April 2028

52.212-1 Instructions to Offerors—Commercial Products and Commercial Services (MAR 2023)**ADDENDUM to FAR Provision 52.212-1****Addendum to Paragraph (b) Submission of Offers:**

- 1) Offerors must have an active entity registration in the System for Award Management (<https://www.sam.gov/SAM/>) in order to submit an offer.
- 2) Offerors shall ensure that FAR Provision 52.212-3, Offeror Representations and Certifications--Commercial Products and Commercial Services (DEC 2022) is complete and up to date in SAM.gov.
- 3) Offerors shall ensure that FAR Provisions 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021) and/or 52.204-26 Covered Telecommunications Equipment or Services—Representation (OCT 2020) are complete and up to date in SAM.gov.
- 4) Offers submitted in response to this solicitation shall include technical capability, past performance information, and pricing.
 - a) **FACTOR I – TECHNICAL CAPABILITY.** Provide a proposal demonstrating your firm's capability for performing the services required within the PWS; address the following criteria:
 - i) **Service Plan.** In general terms, describe the method, or combination of methods you plan to utilize to accomplish all work listed in the PWS. At a minimum describe how you will accomplish each Task.
 - ii) **Work Schedule.** Submit a draft Work Schedule addressing the sequence and timeline to complete all work required in the PWS.
 - b) **FACTOR II – PAST PERFORMANCE.** The Past Performance evaluation will be accomplished by reviewing aspects of an Offeror's recent and relevant Past Performance, focusing on and targeting performance which is relevant to the effort as it directly relates to the work being procured under this solicitation and as defined in Addendum to FAR 52.212-2 Evaluation – Commercial Items.
 - i) Past Performance information described herein is required on the offeror and all subcontractors, teaming partners, and/or joint venture partners proposed to perform 15% of the proposed effort based on the total proposed price.
 - ii) **Relevant Past Performance.** The offeror shall include documentation regarding their relevant past performance as it directly relates to the work being procured under this solicitation. The offeror SHALL NOT go back any farther than 3 years for the submitted data. The past performance data shall document a successful history of past contract performance.

(1) Submit a short narrative providing details of the experience the firm has (either as a prime or sub-contractor) performing work similar in nature, scope, and geographical conditions. Offerors may include project photos or other information related to experience and capability – including contact information for each project. Proposals should describe your firm's/crew's experience with:

(a) Working for extended periods of time in cool, damp climates similar to environments found in Southeast Alaska, Northwestern Canada, and Northwest Washington State.

(b) Working on remote locations.

iii) In conducting the Past Performance evaluation, the Government reserves the right to use both the information provided in the offeror's Past Performance submission and information obtained from other sources, such as the Past Performance Information Retrieval System (PPIRS) or similar systems, The Contractor Performance Assessment Reporting System (CPARS) at <https://www.cpars.gov>, and commercial sources. Offerors are reminded that both independent data and data provided by offerors in their offers may be used by the Government to evaluate offeror past performance. However, the burden of providing thorough, complete, and current past performance information as requested in this paragraph remains with the offerors. Offers that do not contain the information requested by this paragraph risk receiving an unacceptable performance rating by the Government. The overall past performance evaluation is a subjective decision based on the whole of all data received. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

iv) Submission Requirements. The offeror shall provide documentation outlining the offeror's past performance with contracts, as a prime or major subcontractor, which is the same or similar in nature, size, and complexity to the services being procured under this Solicitation. The submittal shall include rationale supporting your assertion of relevance and how it was determined that the work performed previously was the same or similar in nature, size, and complexity to the work specified by this solicitation.

c) FACTOR III – PRICE. Offerors shall complete and submit Attachment 3 – Schedule of Items/Price Schedule.

5) All amendments to the solicitation will be posted in SAM.gov. Acknowledge receipt and understanding of all amendments to this solicitation by sending an email to Veronica.LamboSantana@usda.gov and Raymond.Padgett@usda.gov. In the email, include the solicitation and amendment number.

6) The Government reserves the right to require the submission of Other Than Certified Cost or Pricing Data as is deemed necessary to arrive at a fair and reasonable price.

- 7) A site visit will not be conducted for this requirement.
- 8) Questions concerning this solicitation shall be submitted electronically via email to Veronica.LamboSantana@usda.gov and Raymond.Padgett@usda.gov no later than Tuesday, August 29, 2023 at 1:00 PM (AKDT). The answers shall be posted in SAM.gov no later than Thursday, August 31, 2023 at 1:00 PM (AKDT).
- 9) Offers shall be submitted electronically via email to Veronica.LamboSantana@usda.gov and Raymond.Padgett@usda.gov no later than Thursday, September 7, 2023 at 1:00 PM (AKDT). Offerors shall ensure offers are delivered into this inbox by the due date and time. Emails should contain 3 separate attachments: Technical Proposal (in Microsoft Word or PDF format), Past Performance (in PDF format), and Price Proposal (in Microsoft Excel format). Be aware that large attachments may increase the time required to deliver an email. It is the offerors responsibility to confirm receipt of the offer.

Addendum to Paragraph (f) Late Submissions:

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

(End of Provision)

52.212-2 Evaluation—Commercial Products and Commercial Services (NOV 2021)

- 1) The Government will award a Firm-Fixed Price contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:
 - a) FACTOR I – Technical Capability
 - i) Sub-Factor 1 – Service Plan
 - ii) Sub-Factor 2 – Work Schedule
 - b) FACTOR II – Past Performance
 - c) FACTOR III – Price
- 2) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

ADDENDUM to FAR Provision 52.212-2:

4) BASIS FOR CONTRACT AWARD

- a) This is a best value source selection conducted in accordance with Federal Acquisition Regulation (FAR) Part 12, Acquisition of Commercial Items. Award will be made to a single offeror who is deemed responsible in accordance with the FAR, whose offer conforms to the solicitation requirements, and whose offer, judged by an overall assessment of the evaluation criteria and other considerations specified in this solicitation, is the most advantageous to the Government.
- b) The government reserves the right to conduct a price realism analysis at any point during the evaluation process. The Government will evaluate prices for reasonableness using adequate competition and price analysis techniques.
- c) The Government intends to award a single contract as a result of this solicitation.

5) EVALUATION CRITERIA. Evaluation criteria consist of factors and sub-factors. The offers will be evaluated under three evaluation factors and two sub-factors.

- a) FACTOR I – TECHNICAL CAPABILITY. The Government will evaluate the degree to which your proposal demonstrates capability to perform services required by the PWS; including the following criteria:
- i) Sub-Factor 1 – Service Plan. To be determined acceptable the offeror shall provide a Service Plan to perform the tasks outlined in the attached PWS.
- ii) Sub-Factor 2 – Work Schedule. To be determined acceptable the offer shall provide a draft work schedule.

Each technical capability sub-factor will receive one of the adjectival ratings defined below. To receive an acceptable rating for this factor, all sub-factors must be rated acceptable.

Table A-1. Technically Acceptable/Unacceptable Ratings	
Rating	Description
Acceptable	Offer clearly meets the minimum requirements of the solicitation.
Unacceptable	Offer does not clearly meet the minimum requirements of the solicitation.

- b) FACTOR II – PAST PERFORMANCE. The Past Performance evaluation will assess the relative risks associated with an offeror's likelihood of success in performing the

solicitation's requirements as indicated by that offeror's record of past performance. Performance risk is assessed at the factor level after evaluating aspects of the offeror's recent past performance and focusing on performance that is relevant to the services being procured under this solicitation. Past performance areas of evaluation include quality of service, timeliness of performance, business practices, customer satisfaction, and personnel.

- i) **Recency Assessment.** An assessment of the past performance information will be made to determine if it is recent. To be recent, the effort must be ongoing or must have been performed during the past 3 years from the date of issuance of this solicitation. Past performance information that fails this condition will not be evaluated.
- ii) **Relevancy Assessment.** To be relevant, the effort must be of similar nature in work, size, magnitude, complexity, and scope. The Government will conduct an in-depth evaluation of all recent performance information obtained to determine if it is the same or similar in nature, size, and complexity to the services/products being procured under this solicitation.

(1) **Assigning Ratings.** The Past Performance Factor will be assigned one of the ratings defined below. An award will not be made to any offeror who receives an "Unacceptable" past performance rating.

Rating	Description
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown.
Unacceptable	Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

- (2) Offerors without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, will not be evaluated favorably or unfavorably on past performance. Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."
- c) **FACTOR III – PRICE.** Price is not formally scored but is the primary evaluation factor for determining award. The government expects competitive offers to be submitted for this procurement and will use these competitive offers to determine price reasonableness. If competitive offers are not received, the Government reserves the right to utilize other methods identified in the FAR to determine price reasonableness.
 - i) **Completeness.** Each offeror is required to provide a complete pricing for each contract line identified.

- ii) The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Options for this requirement will be evaluated in accordance with FAR Clause 52.217-5. Evaluation of options shall not obligate the Government to exercise the options(s).
- iii) The Government will evaluate the option contained in clause 52.217-8 – Option to Extend Services by adding to the total price one half the amount of the final year's option price (base year if no options). Evaluation of this option shall not obligate the Government to exercise this option. The offeror shall not include pricing for this option period on their offer.
- iv) Definitions.
 - (1) Reasonableness. A price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business.
 - (2) Completeness/Accuracy. The offeror is in compliance with the Schedule of Items/Price Schedule contained/attached within the solicitation.

52.212-3 Offeror Representations and Certifications—Commercial Products and Commercial Services (DEC 2022)

52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services (DEC 2022)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Products and Commercial Services (JUN 2023)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:
 - (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
 - (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).
 - (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
 - (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3909 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).
- (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- (8) 52.204.27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).
- (9) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101 note).
- (10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).
- (15) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- (ii) Alternate I (MAR 2020) of 52.219-6.
- (17) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and 15 U.S.C. 637(d)(3)).
- (23) (i) 52.219-28, Post Award Small Business Program Rerepresentation (OCT 2022) (15 U.S.C. 632(a)(2)).
- (28) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).
- (30) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (31) (i) 52.222-26, Equal Opportunity (SEP 2016) (E.O.11246).
- (32) (i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

- ☒ (33) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
 - ☒ (34) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
 - ☒ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
 - ☒ (36) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
 - ☒ (37) 52.222-54, Employment Eligibility Verification (MAY 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
 - ☒ (45) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
 - ☒ (52) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - ☒ (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT2018) (31 U.S.C. 3332).
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:
- ☒ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
 - ☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 - ☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 - ☒ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
 - ☒ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is

in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).
 - (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
 - (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).
 - (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
 - (v) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

- (vi) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vii) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (viii) 52.222-26, Equal Opportunity (SEP 2015) (E.O.11246).
- (ix) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (x) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (xi) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xiii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- (xiv) (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xvii) 52.222-54, Employment Eligibility Verification (MAY 2022) (E.O. 12989).
- (xviii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- (xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xx) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.
- (xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National

Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

- (xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxiii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3909 and 10 U.S.C. 3801). Flown down required in accordance with paragraph (c) of 52.232-40.
- (xxiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

Additional Terms and Conditions:

FAR and AGAR Provisions

Provisions Incorporated by Reference:

- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2007)
- 52.204-7 System for Award Management (OCT 2018)
- 52.204-16 Commercial and Government Entity Code Reporting (AUG 2020)
- 52.204-17 Ownership or Control of Offeror (AUG 2020)
- 52.204-20 Predecessor of Offeror (AUG 2020)
- 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)
- 52.204-26 Covered Telecommunications Equipment or Services—Representation (OCT 2020)
- 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (FEB 2016)
- 52.217-5 Evaluation of Options (JUL 1990)
- 52.222-22 Previous Contracts and Compliance Reports (FEB 1999)
- 52.222-25 Affirmative Action Compliance (APR 1984)
- 52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications (JUN 2020)
- 52.237-1 Site Visit (APR 1984)

Provisions Incorporated by Full Text:

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): <https://www.acquisition.gov/browse/index/far> (FAR Provisions are located in FAR Part 52 at <https://www.acquisition.gov/far/part-52>)

Department of Agriculture Acquisition Regulation (AGAR): <https://www.acquisition.gov/agar> (AGAR Provisions are located in AGAR Part 452 at <https://www.acquisition.gov/agar/part-452-solicitation-provisions-and-contract-clauses>)

Deviations to provisions may be viewed at:
<https://www.dm.usda.gov/procurement/policy/FARClassDeviations.htm>

(End of Provision)

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.

(End of Provision)

FAR and AGAR Clauses

Clauses Incorporated by Reference:

- 52.204-13 System for Award Management Maintenance (OCT 2018)
- 52.204-18 Commercial and Government Entity Code Maintenance (AUG 2020)
- 52.212-4 Contract Terms and Conditions--Commercial Products and Commercial Services (DEC 2022)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)

Clauses Incorporated by Full Text:

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 **30 September 2023** through **30 April 2028**.

- (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.

(End of Clause)

52.216-19 Order Limitations (OCT 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **\$2,500**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor-
- (1) Any order for a single item in excess of **\$250,000**;
 - (2) Any order for a combination of items in excess of **\$500,000**; or
 - (3) A series of orders from the same ordering office **within 3 days** that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office **within 3 days after issuance**, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

52.216-21 Requirements (OCT 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) 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 **the performance of all service requirements on all orders outstanding at the end of the last ordering period of the contract.**

(End of Clause)

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 **10 days** of contract expiration.

(End of Clause)

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 **60 months**.

(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):

Federal Acquisition Regulation (FAR): <https://www.acquisition.gov/browse/index/far> (FAR Clauses are located in FAR Part 52 at <https://www.acquisition.gov/far/part-52>)

Department of Agriculture Acquisition Regulation (AGAR): <https://www.acquisition.gov/agar> (AGAR Clauses are located in AGAR Part 452 at <https://www.acquisition.gov/agar/part-452-solicitation-provisions-and-contract-clauses>)

Deviations to clauses may be viewed at:
<https://www.dm.usda.gov/procurement/policy/FARClassDeviations.htm>

(End of Clause)

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 Chapter 4) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

452.237-74 Key Personnel (FEB 1988)

- (a) The Contractor shall assign to this contract the following key personnel: Contract Manager and Quality Control Representative.
- (b) During the first 90 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

(End of Clause)

452.237-75 Restrictions Against Disclosure (FEB 1988)

- (a) The Contractor agrees, in the performance of this contract, to keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part in any manner or form, or to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the Contractor determines or has reason to suspect a breach of this requirement.
- (b) The Contractor agrees not to disclose any information concerning the work under this contract to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

(End of Clause)

Modification for Contract Closeout

Upon contract closeout for contracts utilizing Simplified Acquisition Procedures (SAP) according to FAR 13:

- (a) If unobligated funds in the amount of \$1,000 or less remain on the contract, the Contracting Officer (CO) shall issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but will not be required to provide a signature. The CO shall immediately proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.
- (b) If unobligated funds of more than \$1,000 remain on the contract, the CO shall issue a bilateral modification for deobligation. The contractor will receive a copy of the modification and will be required to provide a signature. (The CO may also request a Release of Claims be completed by the contractor, although not required for contract and orders using SAP procedures.) If the bilateral modification and Release of Claims are not returned to the CO within 60 days, the CO shall release the modification as unilateral and proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

(End of Instruction)

Over and Above Work

- (a) Contracts for the performance of maintenance, overhaul, modification, and repair of various items (e.g., heavy equipment, systems) generally contain over and above work requirements. When they do, the contracting officer shall establish a separate contract line item for the over and above work.
- (b) Over and above requirements task the contractor to identify needed repairs and recommend corrective action during contract performance. The contractor submits a work request to identify the over and above work and, as appropriate, the Government authorizes the contractor to proceed.
- (c) The contractor shall submit the following information for all over and above work: type of work required; detailed work description; specific location, estimated labor hours; materials required to complete the work, and proposed cost. Data shall be sufficient to satisfy contract requirements and obtain the authorization of the Contracting Officer to perform the proposed work.
- (d) The contractor shall not proceed with over and above work until the Government promptly reviews the information submitted. The government will verify that the proposed work is required and not covered under the basic contract line item(s) and that the proposed corrective action is appropriate. The government will authorize over and above work as necessary.
- (e) All over and above work requests shall be within the scope of the contract and negotiated prior to performance of the work.
- (f) Failure to agree on the price of over and above work shall be a dispute within the meaning of the Disputes clause of this contract.

(End of Instruction)

Submission of Offers:

Date	Time	Method of Submission
7 SEP 2023	1:00 PM (AKDT)	Offers shall be submitted electronically via email.

Government Point of Contacts:

Title	POC
Contracting Officer	Raymond Padgett (Raymond.Padgett@usda.gov)
Contract Specialist	Veronica Lamboy (Veronica.LamboySantana@usda.gov)

Attachments List: The following attachments are made a part of this solicitation and any resultant contract.

Attachment Number	Description	Page Count
1	PWS for HRD & JRD Road Maintenance	15
2	Road Maintenance Plan Set	4
3	Schedule of Items/Price Schedule	3
4	SCA WD 2015-5685, R20 (2023.07.27) TNF	8