

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER 1084323		PAGE OF 1 38	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 12970223Q0013		6. SOLICITATION ISSUE DATE 12/01/2022
7. FOR SOLICITATION INFORMATION CALL:		a. NAME BLAINE GREENWALT			b. TELEPHONE NUMBER (No collect calls) 800-832-1355		8. OFFER DUE DATE/LOCAL TIME 01/13/2023 1500 PT
9. ISSUED BY USDA FOREST SERVICE SPOC SOUTHWEST 1400 INDEPENDENCE AVE SW MS-1138 WASHINGTON DC 20250-0001				CODE 9702	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:		
				<input type="checkbox"/> SMALL BUSINESS	WOMEN-OWNED SMALL BUSINESS		
				<input type="checkbox"/> HUBZONE SMALL BUSINESS	<input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM		
				<input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input type="checkbox"/> EDWOSB NAICS: 541350		
					SIZE STANDARD: \$10.0		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO USDA FOREST SERVICE SPOC SOUTHWEST 1400 INDEPENDENCE AVE SW MS-1138 WASHINGTON DC 20250-0001				CODE 9702	16. ADMINISTERED BY USDA FOREST SERVICE SPOC SOUTHWEST 1400 INDEPENDENCE AVE SW MS-1138 WASHINGTON DC 20250-0001		
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY		CODE 9702	
TELEPHONE NO.							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE
	This RFQ is for contract inspection support services to be provided for the United States Forest Service, Region 5 "California." Multiple BPA awards will be issued as a result of this solicitation to support the 4 zones, which reside over 17 National Forests in the State of California. All questions should be addressed to the contracting officer, Blaine Greenwalt, and shall be sent NLT 5 days before the time and date <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				BLAINE M. GREENWALT			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	listed in Block 8 of the SF1449. Period of Performance: 01/01/2023 to 12/31/2027 Contract Inspection Support Services				

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED
 INSPECTED
 ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT (<i>Location</i>)
	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

SECTION B – CONTINUATION OF SF-1449

Schedule of Items/Price Schedule

The Schedule will be included as an attachment in Section J. The Attachment is in excel and easier to fill-in for contractors. A copy of your filled-in schedule is mandatory to be considered for an award.

Schedule Notes:

See Schedule for any/all notes.

Description of Requirement

The Contract Inspector (CI) will serve as the Government’s inspector, or site representative on construction and other projects to assist with the monitoring of post award contract administration activities.

The CI must be able to provide inspector services on USDA Forest Service contracts for the following subject areas and specialties:

Subject Area	Specialty
Buildings	Electrical
	Plumbing
	HVAC
	Roofing
	Structural
	Lead/Asbestos
Bridges	Road bridges
	Trail bridges
Concrete	Sampling, testing, compliance w specs
Environmental	Water and Wastewater
	Hazmat
Roads & Parking Lots	Aggregate Base and Surfacing
	Asphalt Paving
	Asphalt Surface Treatment
	Composite Low-volume road reconstruction
Trails	Trail reconstruction
Recreation site development	Site layout & staking verification
	Accessibility/ADA compliance
	Grading and compaction

Work Location

Work may occur on any National Forest, within Region 5 (California) as shown on the following map showing 4 zones across the state and serving a total of 17 forests, a management unit, and a regional office. The below “R5 Zone Map” shows the geographic locations across each of the four zones in Region 5. **Contractor shall indicate which zone or zones they can support in their response to this solicitation.**

SECTION C - CONTRACT CLAUSES

CONTRACT TYPE AND CONTRACT PERIOD

A Blanket Purchase Agreement/s (BPA) will be awarded in response to this solicitation. A BPA is a simplified method of filling anticipated repetitive needs for supplies or services by establishing “charge accounts” with qualified sources. This is a Request for Quotations (RFQ) to establish a pool of vendors who can provide services for contract inspection support services for Region 5 (California). The period of performance of the BPA is **Date of Award** through **December 31, 2027**.

An annual review will be conducted and at that time, Contractors may be offered an opportunity to adjust their prices. If a revised rate is not submitted during the period set forth by the Contracting Officer, the prices proposed in the original agreement (or latest update if applicable) will remain in effect. Since the Schedule of Items offers pricing for outgoing years, the Government is anticipating a low need for yearly updates.

The Government reserves the right to make single or multiple awards based on the responses to this RFQ that represent the best value to the Government. The Government anticipates awarding approximately (1) BPAs in response to this solicitation

ISSUANCE OF BPA CALLS

All work will be ordered based on the Firm-Fixed-Prices as shown in the Schedule of Items. BPA Calls may be issued orally and followed up in writing, by facsimile, or by electronic commerce methods.

BPA Calls may be placed from Date of Award through **December 31, 2027**. Concurrent BPA Calls may be issued.

The following individuals may place Individual Project BPA Calls against this BPA: Any warranted Contracting Officer with proper delegated authority within Forest Service Northwest Procurement Zone. BPA Calls will be issued as work becomes available.

The government anticipates awarding one, or two BPA Calls shortly after award of BPA/s (January February 2023). Estimated start work dates and performance times will be identified on each Call. Calls may be issued continuously with no time discounted for normal weather conditions or fire restrictions.

The Contractor is not required to accept every Call. However, there is a general expectation that the Contractor will be available for most Calls.

Service contract wage rates will be added via attachment per BPA call/award. Any wage rates included in this solicitation are provided as a sample only. Please visit <https://sam.gov/content/wage-determinations> to find specific wage rates.

DEFINITIONS

CO: Contracting Officer - person with the authority to enter, administer, and/or terminate the contract.

GTM: Government Technical Monitor – person who surveys, monitors and inspects work (no contract authority).

Region 5: Forest Service offices in California

BPA Call, or Blanket BPA Call: An order for services placed against a BPA. Each BPA Call will be numbered by using the alpha character “F” as the procurement type identifier (e.g. 1204R421F00xx).

52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

Federal Acquisition Regulation (FAR) Clauses:

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

Department of Agriculture Acquisition Regulation (AGAR) Clauses:

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

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

52.203-3 Gratuities (APR 1984)

52.203-16 Preventing Personal Conflicts of Interest (JUN 2020)

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

52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)

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 (NOV 2021) (DEVIATION 2017-1)

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

52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)

FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

Commence work under this contract within * calendar days after the date the Contractor receives the notice to proceed,

prosecute the work diligently, and

complete the entire work ready for use not later than *. The time stated for completion shall include final cleanup of the premises.

* Times will be listed on each BPA Call.

(End of clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders– Commercial Products and Commercial Services (MAY 2022) (DEVIATION 2017-1, DEVIATION APR 2020, and DEVIATION JUL 2020)

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

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805note)).

(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:

[Contracting Officer check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (June 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

- (4) 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Jun 2020) (**DEVIATION 2017-1**)
- (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (6) [Reserved].
- (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (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. 6101note).
- (10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- (11) [Reserved].
- (12) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2021) (15 U.S.C.657a).
- (13) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Sep 2021) 15 U.S.C. 657a).
- (14) [Reserved]
- (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.
- (16) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
 - (ii) Alternate I (Mar 2020) of 52.219-7.
- (17) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- (18) (i) 52.219-9, Small Business Subcontracting Plan (Nov 2021) (15 U.S.C. 637(d)(4)).
 - (ii) Alternate I (Nov 2016) of 52.219-9
 - (iii) Alternate II (Nov 2016) of 52.219-9
 - (iv) Alternate III (Jun 2020) of 52.219-9
 - (v) Alternate IV (Sep 2021) of 52.219-9
- (19) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r))
 - (ii) Alternate I (MAR 2020) of 52.219-13
- (20) 52.219-14, Limitations on Subcontracting (Sep 2021) (15 U.S.C.637s)
 - [Contracting Officer check as appropriate.]*

 - By the end of the base term of the contract and then by the end of each subsequent option period; or
 - By the end of the performance period for each order issued under the contract.
- (21) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i))
- (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Sep 2021) (15 U.S.C. 657f)
- (23) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Sep 2021) (15 U.S.C. 632(a)(2))

- (ii) Alternate I (MAR 2020) of 52.219-28
- (24) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Sep 2021) (15 U.S.C. 637(m))
- (25) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Sep 2021) (15 U.S.C. 637(m))
- (26) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r))
- (27) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17))
- (28) 52.222-3, Convict Labor (Jun 2003) (E.O.11755)
- (29) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2022) **(DEVIATION JUL 2020)** (E.O.13126)
- (30) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
- (31) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246)
 - (ii) Alternate I (Feb 1999) of 52.222-26
- (32) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
 - (ii) Alternate I (Jul 2014) of 52.222-35
- (33) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C.793).
 - (ii) Alternate I (Jul 2014) of 52.222-36
- (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)
 - (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter78 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.)
- (38) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items)
- (39) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693)
- (40) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693)
- (41) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)
 - (ii) Alternate I (Oct 2015) of 52.223-13
- (42) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514)

- (ii) Alternate I (Jun 2014) of 52.223-14
- (43) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b)
- (44) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
 - (ii) Alternate I (Jun 2014) of 52.223-16
- (45) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513)
- (46) 52.223-20, Aerosols (Jun 2016) (E.O. 13693)
- (47) 52.223-21, Foams (Jun 2016) (E.O. 13693)
- (48) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
 - (ii) Alternate I (Jan 2017) of 52.224-3
- (49) 52.225-1, Buy American-Supplies (Nov 2021) (41 U.S.C. chapter 83)
- (50) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2021) (**DEVIATION JUL 2020**) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, **19 U.S.C. chapter 29 (sections 4501-4732)**, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
 - ~~(ii) Alternate I (May 2014) of 52.225-3.~~
 - ~~(iii)~~ **(ii)** Alternate II (Jan 2021) (**DEVIATION JUL 2020**) of 52.225-3.
 - ~~(iv)~~ **(iii)** Alternate III (Jan 2021) (**DEVIATION JUL 2020**) of 52.225-3
- (51) 52.225-5, Trade Agreements (Oct 2019) (**DEVIATION JUL 2020**) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note)
- (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)
- (53) 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. 2302 Note)
- (54) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)
- (55) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150)
- (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021)
- (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C.4505, 10 U.S.C.2307(f))
- (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C.4505, 10 U.S.C.2307(f))
- (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332)
- (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332)
- (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C.3332)

- (62) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Nov 2021) (**DEVIATION APR 2020**) (31 U.S.C.3332)
- (63) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a)
- (64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13))
- (65) (i) 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).
 - (ii) Alternate I (Apr 2003) of 52.247-64.
 - (iii) Alternate II (Nov 2021) of 52.247-64

(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:

Contracting Officer check as appropriate.]

- (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)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of [5 U.S.C.5341](#) or [5 332](#).

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage/Fringe Benefits
_____	_____/_____
_____	_____/_____
_____	_____/_____

- (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)
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67)

- (5) 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)
- (6) 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)
- (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)
- (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792)

(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).

BPA - Contract Inspection Support Services for Region 5

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (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.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C.4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C.793).

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C.4212).

(xi) 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.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii) (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).

(xiv) 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).

(xv) 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).

(xvi) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 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. 2302 Note).

(xxi) 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.

(xxii) 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.

FAR 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a

competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

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

(End of clause)

452.228-71 Insurance Coverage (NOV 1996)

Pursuant to FAR clause 52.228-5, Insurance-Work on a Government Installation or Government Owned Property , 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 _____.

(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)

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 452.236-77 EMERGENCY RESPONSE (NOV 1996)

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

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

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

(End of clause)

*For Commercial Item contracts, please substitute clause FAR 52.212-4 -- Contract Terms and Conditions -- Commercial Items (c) Changes.

452.237-77 Progress Reporting (FEB 1988)

The Contractor shall submit a progress report ___*, covering work accomplished during that period of the contract performance. The progress report shall be brief and factual and shall be prepared in accordance with the following format:

(a) A cover page containing:

- (1) Contract number and title;
- (2) Type of report, sequence number of report, and period of performance being reported;
- (3) Contractor's name and address;
- (4) Author(s); and
- (5) Date of report.

(b) Section I - An introduction covering the purpose and scope of the contract effort. This shall be limited to one paragraph in all but the first and final month's narrative.

(c) Section II - A description of overall progress plus a separate description of each task or other logical segment of work on which effort was expended during the report period. The description

shall include pertinent data and/or graphs in sufficient detail to explain any significant results achieved.

(d) Section III - A description of current technical or substantive performance, and any problem(s) which may impede performance along with proposed corrective action.

(e) Section IV - A planning schedule shall be included with the first progress report for all assigned tasks required under the contract, along with the estimated starting and completion dates for each task. The planning schedule shall be updated and submitted with each subsequent technical progress report, including an explanation of any difference between actual progress and planned progress, why the differences have occurred, and - if behind planned progress - what corrective steps are planned.

(f) Section V - If applicable, financial information shall be submitted for each major task or line item cost. Data shall include:

- (1) The total estimated cost budgeted (fee excluded).
- (2) The estimated cost expended during the current reporting period.
- (3) Identification of direct labor hours of prime contractor and subcontractor(s) and/or consultant(s), if applicable.
- (4) Total project to-date expenditures.
- (5) Total remaining funds.

(End of clause)

Additional Terms and Conditions

DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer designates the Contracting Officer's Representative (COR).

The COR is responsible for administering the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of the contract.

The Contracting Officer should be informed as soon as possible of any actions or inactions by the Contractor or the Government, which will change the required delivery or completion times stated in the contract, and the contract will be modified accordingly. (This does not apply to individual task assignments which were issued by the COR provided they do not affect the delivery schedule or performance period stated in the contract.)

On all matters that pertain to the contract terms the Contractor must communicate with the Contracting Officer. Whenever, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor should so advise the COR. If the COR persists and there still exists a disagreement as to proper contractual coverage, the Contracting Officer should be notified immediately, preferably in writing if time permits. Proceeding with work without proper contractual coverage could result in nonpayment or necessitate submittal of a contract claim.

(End of Clause)

NOTIFICATION OF SUBCONTRACTING

The Contractor shall promptly notify the Contracting Officer before entering any subcontract arrangement. The notification shall include as a minimum:

The name, address, telephone number and DUNS number of the subcontractor.

The date upon which the subcontract was entered into and its duration.

A detailed description of the work being subcontracted including a listing of contract items, units, etc., as appropriate.

(End of Clause)

INDIVIDUAL PROJECT BPA PURCHASE/CALL PERFORMANCE PERIOD REQUIREMENTS

The clause, FAR 52.211-10, shall apply to each individual BPA call. An estimated start work date will be included within the BPA call. The specific days/dates included within a BPA call will vary considerably. The allowed performance completion period for individual projects will be dependent upon factors such as project size, complexity, available work periods limitations, and date of issuance.

(End of Clause)

SCHEDULES FOR SERVICE CONTRACTS

The Contractor shall provide a proposed work schedule at the pre-work (per BPA call) to ensure completion of the work within the time set forth in call. If the Contractor's progress falls behind that scheduled, the Contractor shall take such action as necessary to improve progress; in addition, the Contracting Officer may require the Contractor to submit a revised schedule and proposed plan of work to ensure completion within the time(s) set forth in the contract.

(End of clause)

CONTRACTOR QUALITY CONTROL PLAN

Quality Control Plan

The Contractor shall provide a Quality Control Plan (QCP) as part of this Technical Proposal. The Plan must demonstrate how the Contractor shall assure that quality of performance meets the objectives and requirements of the contract. The QCP shall specify:

How quality will be monitored to ensure performance standards are met.

How the work will be supervised.

How results of the monitoring will result in quality performance.

Identify the personnel responsible for performing quality control.

Contractor Quality Control Inspection

The Contractor shall assure themselves that performance meets contract specifications, in accordance with FAR 52.212-4, Contract Terms and Conditions -- Commercial Items, paragraph (a), prior to requesting the Government to inspect for payment or acceptance. The Contractor shall contact the Contracting Officer upon completion of a work area. The Contracting Officer may observe the Contractor's inspection at any time and shall otherwise have unlimited access to the inspection data.

(End of clause)

GOVERNMENT QUALITY ASSURANCE SURVEILLANCE PLAN

The Government may periodically evaluate the Contractor's performance by appointing a representative(s) to monitor performance to ensure services are received. The Government representative will evaluate the Contractor's performance through intermittent on-site inspections of the Contractor's work.

(End of clause)

UNSATISFACTORY PERFORMANCE

Nonconformance with any of the specifications will require rework at the Contractor's expense, to bring the work up to specification standards. When inspection results are unsatisfactory and the deficiency is correctable, payment will not be made until the deficiency has been corrected.

(End of clause)

REWORK AND REINSPECTION AFTER REWORK

When inspection results are unsatisfactory and the deficiency is correctable, payment will not be made until the deficiency has been corrected. Re-inspection after rework will be made in the same manner as the first inspection but may be at different locations. The Contractor shall pay for inspections necessitated by the rework.

(End of clause)

SUSPENSIONS OF WORK FOR OTHER THAN GOVERNMENT'S CONVENIENCE

The Contracting Officer may issue orders to suspend the work wholly or in part for such period of time as deemed necessary because of: (1) weather or ground conditions when further prosecution of the work might cause environmental or resource damage to the project, access roads to the project, or adjacent property. Such action would include but not be limited to instances such as, damage to access roads, rutting of project roads which causes otherwise suitable soils to be muddy or unsuitable; or (2) failure of the Contractor to comply with specifications such as but not limited to placement of chemical sprays in areas other than those specified, performing work prior to prerequisite approvals, operating equipment not meeting fire requirements, or when conditions exist which do not meet safety requirements. Whether or not a suspend work notice is issued, the Contractor shall be responsible for correcting any damage caused by its operation, whether inside or outside project limits, at no cost to the Government. Such suspensions shall not be considered as

suspensions for the Convenience of the Government under FAR 52.242-14, Suspension of Work, and shall not qualify for an equitable adjustment.

(End of clause)

USE OF PREMISES

The Contractor shall comply with the regulations governing the operation of premises that are occupied and shall perform its contract in such a manner as not to interrupt or interfere with the conduct of Government business.

Before any camp is opened or operated on National Forest land or lands administered by the Forest Service, the Contractor shall request permission (in writing) from the COR. A camp is interpreted to include the campsite or trailer parking area of any employee working on the project for the Contractor. If permission is granted, a camping permit will be issued.

It is further stipulated that in addition to clean up of any campsites, the Contractor shall remove its equipment from National Forest land before final acceptance and payment of the project.

(End of clause)

LANDSCAPE PRESERVATION

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

Prevention of the Landscape Defacement. The Contractor shall not remove, deface, injure, or destroy trees, shrubs, lawns, or natural features unless specifically authorized by the Government. Unless otherwise provided, the Contractor shall confine contract operations to within the areas designated in contract documents. Unless otherwise provided in this contract, the Contractor shall gather rock, which falls outside the roadway due to contract operations and dispose of it as directed, by the Government.

Protection of Streams, Lakes, and Reservoirs. The Contractor shall take sufficient precautions to prevent pollution of streams, lakes, small ponds, and reservoirs with fuels, oils, bitumen, dust palliatives, silt, or other harmful materials. Mechanical equipment shall not be operated in live streams without written approval of the Government. If a petroleum spill should take place in the water, the Contractor shall immediately notify the COR and the California Standardized Emergency Management System (SEMS), telephone 1(800) 852-7550 and the Unified Program Agency (UPA) or 911.

(End of clause)

THREATENED, ENDANGERED, AND SENSITIVE SPECIES

Endangered Species - The Government may direct the Contractor to discontinue all operations in the event that listed or proposed threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, or Federal candidate (Category 1 and 2), sensitive or

state listed species, are discovered to be present in or adjacent to the project area. Actions taken under this paragraph shall be subject to the Suspension of Work clause, FAR 52.242-14.

(End of clause)

PROPERTY AND PERSONAL DAMAGE

The Contractor shall use every precaution necessary to prevent damage to public and private property. Land monuments and property markers shall not be disturbed until the Contracting Officer, or his/her representative, has witnessed or otherwise referenced their location and directed their removal.

The Contractor shall be responsible for all damage to property and to persons, including third parties, that occur as a result of his/her agent's or employee's fault or negligence. The term "third parties" is construed to include employees of the government.

(End of clause)

PUBLIC OFFICIALS NOT PERSONALLY LIABLE

There shall be no personal liability upon the Contracting Officer or officer in charge, their agents or employees, for any act performed in the discharge of any duty imposed or the exercise of any power or authority conferred upon them, by, or with the scope of the contract, it being understood that in all such matters they act solely as agents and representatives of the Government.

(End of clause)

TRASH AND REFUSE MATERIAL

Contractor shall remove all its trash and refuse from the contract area. Material to be removed includes, but is not limited to: chemical containers, used engine oil, oil filters, oil cans, grease cartridges, camp refuse such as tin cans, paper garbage, etc. All placement of sanitary facilities will require prior approval of the Contracting Officer.

(End of clause)

TERMINATION FOR CAUSE, DAMAGES FOR DELAY

Employment of undocumented workers is conducive to creating situations that cause undue and unwarranted disruptions to contract work. To avoid these situations, it is hereby mutually agreed in the event the Contracting Officer receives written notice from the U. S. Immigration and Customs Enforcement (ICE) of two (2) separate instances where undocumented workers were employed on work under this Contract; action will be taken to place the Contractor in default.

(End of clause)

USE OF ROADS BY CONTRACTOR

The Contractor is authorized to use all roads under the jurisdiction of the Forest Service that are open and necessary for direct route access to the contract work sites for all activities necessary to complete each BPA Call. This authorization is subject to the limitations described below, when such use will not damage the roads or national forest resources, and when traffic can be accommodated safely.

Keep existing roads open to all traffic during contract work and maintain them in a condition that will adequately accommodate traffic. Perform no work that interferes or conflicts with traffic or existing access to the roadway surface until a Written Plan or approval has been received for the satisfactory handling of traffic. Provide and post Traffic Control Signs and Devices in conformance with the "Manual on Uniform Traffic Control Devices" (MUTCD), if applicable. Do not proceed with work on the project until all required signs are in place. Before shutting down any operations, leave all travel ways in a condition suitable for traffic. Unless otherwise provided, traffic delays may not exceed 30 minutes.

ISSUING OFFICE ADMINISTRATION

The Issuing Office shall be responsible for fund obligation and payment processing and shall complete all Federal Procurement Data System (FPDS) and other reporting as applicable.

(End of clause)

ADMINISTRATION OF INDIVIDUAL PROJECT BPA CALLS

Wherever the term "contract" is used herein it shall be construed to apply equally to each individual BPA call placed under the BPA contract, as if each individual BPA call was a separate contract. The Contractor shall refer all questions to the Contracting Officer if clarification is needed regarding the application of contract clauses to individual BPA calls.

Each Individual Project BPA Call is separable to the extent that it will be initiated, performed, administered, completed, and closed independently.

Individual BPA Calls may have separate Contracting Officers and Contracting Officer's Representatives.

Individual BPA Calls will have unique performance terms and notices to proceed.

Individual BPA Calls will have their own independent payments.

(End of clause)

FAIR OPPORTUNITY

Each BPA holder will be given fair opportunity for the BPA Call. Past Performance, Quality Control, and price, prior to award and during contract performance will be considered on each BPA Call. Ombudsman. If a Contractor believes they are not being fairly considered for a particular BPA Call, they may present the matter to the Contracting Officer. The Contractor may appeal the explanation or decision of the Contracting Officer to the Forest Service Ombudsman. The Ombudsman will review

the Contractor's complaint, and in coordination with the Contracting Officer, ensure that the Contractor is afforded a fair opportunity to be considered for the BPA Call. Complaints to the USDA Forest Service Ombudsman must be forwarded to:

Assistant Director for Operations, Acquisition Management, Washington Office Rosslyn Plaza

1621 N Kent Street, Plaza E, Suite 707

Arlington, VA 22209

Phone (703) 605-4665

Facsimile (703) 605-5100

(End of clause)

PROCESS FOR AWARDING INDIVIDUAL BPA CALLS & BLANKET BPA CALLS

BPA Call Packaging will be packaged with all necessary detailed requirements that supplement the BPA. After award of the BPA, an Individual Project BPA Call, or Blanket BPA Call award shall include the following as applicable:

- OF 347, or SF1449, Order for Supplies or Services.
- BPA Call Schedule of Items, which includes pricing based on the BPA's firm-fixed price list.
- Statement of Work – Project Scope, Project Location, Applicable Specifications, as required.
- Government Furnished Property and any additional Administrative Information, as required.
- Special Contract Requirements – Supplements to the basic contract clauses. This will include any use and operational period limitations, submittal requirements, and other details, as required.
- Attachments.
- Project Maps, if applicable.
- Drawings, if applicable.
- Additional Evaluation Criteria, if required.
- Other Exhibits or Attachments as required.
- Name of Supplier/Contractor.
- BPA number.
- Date of purchase/call.
- BPA Call/Order number.
- Itemized list of services furnished.
- Quantity, unit price, and extension of each service item.
- Date of service/Period of performance.

(End of clause)

BPA TERMS AND CONDITIONS

Individual Project BPA Calls, or Blanket BPA Calls will be placed, at the fixed prices as shown on the Schedule of Items. The Government does not guarantee to any vendor any minimum number of orders or amount of award.

The BPA will be reviewed annually to ensure that it still represents a best value.

The Government is obligated only to the extent of authorized award amount.

The BPA does not obligate any funds.

To meet the needs of the Government, new agreements may be awarded at any time during the period of this agreement. Any new agreements will have the same completion date as the initial agreements.

The dollar amount for each Individual Project BPA Call, or Blanket BPA Call shall not exceed \$500,000.00, including options.

All calls placed against this BPA are subject to the terms and conditions of this agreement. BPA Calls may be placed by email, mail, or oral communications.

(End of clause)

BLANKET BPA CALLS

The Government may issue Blanket BPA Calls that include single, or multiple inspector categories of services during an established period of time, where the specific quantity, type and location of service is unknown. A COR will be designated to administer allotted days and hours as Contract Inspector service needs arise. The Blanket BPA Call COR will provide the Contractor with a “**Service Delivery Request**” form, which will identify project specific work, and estimated quantities which may not be exceeded.

Only the BPA Call Contracting Officer can make changes to the time, estimated quantities and funding on the Blanket BPA Call Order

The following process will be used to request delivery of specific services under the Blanket BPA Call.

1. The unit where the Contract Inspection is needed will complete the applicable portions of the Service Delivery Request form and provide it to the designated Blanket BPA Call COR.
2. The Blanket BPA Call COR will review the request, verify the rates, include the applicable mileage based on the current [GSA Mileage Rate](#) and ensure the remaining quantities and funding are available on the Blanket BPA Call.
3. Mileage will be paid round-trip at the current GSA rate included within the category of "If use of privately owned automobile is authorized or if no Government-furnished automobile is available". See Attachment 1 “Performance Work Statement” for additional information on mileage.
4. Upon validating the request, the COR will submit the Service Delivery Request to the Contractor, or its Designated Representative.
5. The Contractor, or its Designated Representative will complete the applicable section (name, phone number, email address, etc.) of the Service Delivery Request form. They will then

email the form to the Blanket BPA Call COR, along with information showing how the inspector/s meets the required qualifications as shown in the BPA.

6. The Blanket BPA Call COR will review the submitted information and validate the qualifications. If they find the proposed inspectors acceptable, they will complete, sign and email the Service Delivery Request form to the Blanket BPA Call CO.
7. The CO of the Blanket Call Order will execute the Designation of Government Technical Monitor and provide it to the Blanket BPA Call COR for distribution.
8. The Blanket BPA Call COR will distribute an electronic copy of the Service Delivery Request Form and GTM/s to the Contractor, or its Designated Representative, the project COR, the project CO, and the Blanket BPA Call COR file.
9. Work may proceed once the Contractor Receives its signed GTM/s and signed Service Delivery Request form. All work plans must be coordinated with the project COR.

NOTE: INDIVIDUAL BPA CALLS will follow a similar process as shown above, however the coordination and distribution will be handled by the Contracting Officer, instead of the Blanket BPA Call COR.

EVALUATION OF CONTRACTOR PERFORMANCE

The Contractor's performance will be evaluated upon completion of each Call Order over \$250,000 or when determined to be in the best interest of the Government. Additionally, an annual overall performance evaluation may be completed and posted in the CPARS Performance System. The Contractor may be required to submit to the Contracting Officer a written plan to remedy any identified deficiencies.

Failure to sufficiently meet performance requirements and goals may prompt the Government to stop issuing Call Order Requests.

(End of clause)

MULTIPLE AWARDS

If multiple BPAs are awarded, the Contracting Officer will consider the following when selecting an awardee for a Call Order:

- (i) Past performance on earlier orders under the contract, including quality and timeliness.
- (ii) Potential impact on other orders placed with the contractor.
- (iii) Resumes of vendor staff, including education and certifications.

(End of clause)

PLACEMENT OF BPA CALLS

Contracting Officers may place orders within the limits of their authority and those established in this BPA.

(End of clause)

SECTION D – CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

PERFORMANCE WORK STATEMENT

Project Title

BPA - Contract Inspection Support Services for Pacific Southwest Region (Region 5)

General Information

This document provides details relating to work requirements, expectations, experience requirement, beginning work, and other related information.

Individual Project BPA Calls, or Blanket BPA Calls may be issued as inspection services are needed. See the solicitation for additional information regarding ordering procedures.

Payment – Daily Rates

The Schedule of Items includes daily rates. Each day is based on an 8-hour workday. Typically work will be done Monday through Friday between the hours of 0600 and 2000 local time. Meal breaks are not included in the 8-hour workday. The time spent traveling to the work/inspection site is also not included in the 8-hour workday. The Contractor shall coordinate its 8-hour workday shift with the applicable COR. The Contractor shall furnish all labor, materials, equipment, tools, transportation, supervision, lodging, meals and supplies to accomplish the task. Aside from Mileage, the daily rate should represent all the Contractor's anticipated work-related costs it may incur.

Payment – Mileage

The Schedule of Items includes mileage. Mileage will be paid round-trip at the current GSA rate included within the category of "If use of privately owned automobile is authorized or if no Government-furnished automobile is available". The current rate mileage will be calculated with current GSA rates. The mileage rate and total miles will be determined for each Individual Project BPA Call, or as work is requested within an open Blanket BPA Call.

Paid round-trip mileage will begin and end at the "**Point of Hire**" that has been identified by the Contractor in the Schedule of Items. If multiple work locations are included, additional mileage will be paid between the work sites, in addition to the round-trip mileage.

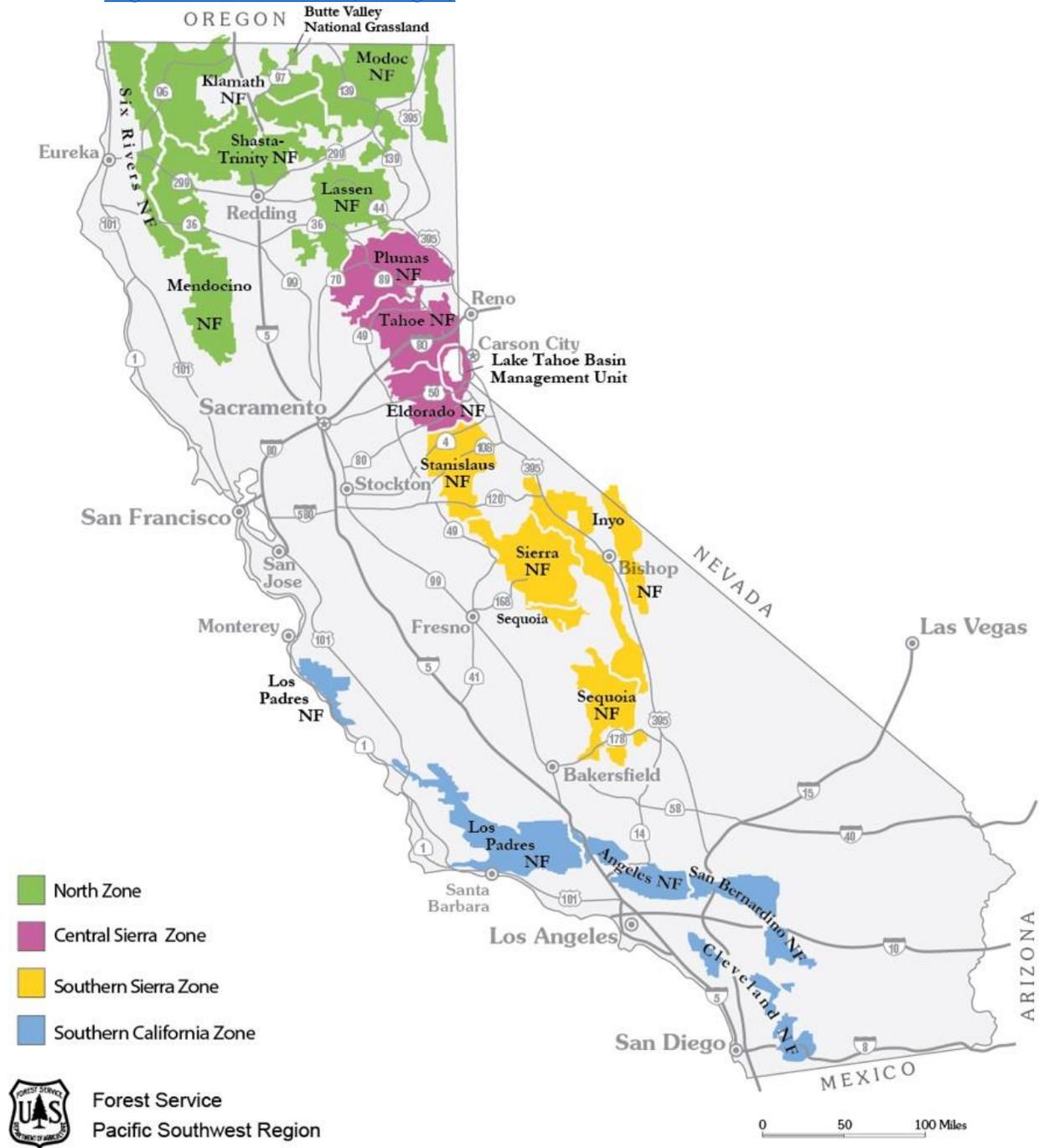
No mileage will be paid if the work/inspection site is within 50 miles from the Contractor's chosen "**Point of Hire**". For continuous multiple work/inspection days, no mileage will be paid from the Contractor's chosen lodging location to the work/inspection site.

If a Service Delivery Request includes inspection services that includes over a one-day break with no work, the Inspector will be paid an additional round-trip mileage to get them back to the inspection site. This paragraph is not applicable if multiple inspection sites are included without a break in-between inspection service dates.

GSA Mileage Rate: <https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates>

Work Locations

Work may occur on any National Forest, within Region 5 (California) as shown on the following map showing 4 zones across the state and serving a total of 17 forests, a management unit, and a regional office. Attachment 3 “R5 Zone Maps” shows the geographic locations across each of the four zones in Region 5. Specific locations for inspection work may be identified later once project timelines are established. Additional details per Forest may be obtained at the following website: [Region 5 - Forest Offices \(usda.gov\)](http://Region 5 - Forest Offices (usda.gov))



Payment Invoices

All invoices must be submitted digitally through the Department of Treasury’s Invoice Processing Platform (IPP), which is located at: <https://www.ipp.gov/>. The Contractor must follow the instructions on how to register and submit invoices via IPP as prescribed in the communications from USDA Treasury.

Contract Inspector

The Contract Inspector (CI) will serve as the Government’s inspector, or site representative on construction and other projects to assist with the monitoring of post award contract administration activities.

The CI must be able to provide inspector services on USDA Forest Service contracts for the following subject areas and specialties.

Subject Area	Specialty
Buildings	Electrical
	Plumbing
	HVAC
	Roofing
	Structural
	Lead/Asbestos
Bridges	Road bridges
	Trail bridges
Concrete	Sampling, testing, compliance w specs
Environmental	Water and Wastewater
	Hazmat
Roads & Parking Lots	Aggregate Base and Surfacing
	Asphalt Paving
	Asphalt Surface Treatment
	Composite Low-volume road reconstruction
Trails	Trail reconstruction
Recreation site development	Site layout & staking verification
	Accessibility/ADA compliance
	Grading and compaction

Contractor Requirements

Certifications and/or licensing are not required but may be listed for individual BPA Calls. The CI must be able to read, write and speak English.

Government-Furnished Property

As specified in individual Call Orders.

Government Quality Assurance

Quality assurance will be performed by the Government during the contract at regular

intervals. Methods may include visual survey and review of Contractor quality control documents. Deduction for work may include rework at no cost to the Government or Government acceptance with price reduction.

Contractor Quality Control

The Contractor, not the Government, is responsible for management and quality control actions to meet the terms of this contract. The role of the Government is quality assurance to ensure contract standards are met.

Records of quality inspections must be kept and made available to the Government throughout the performance period and for the period after contract completion until final settlement of any claims under this contract.

A description of the site-specific quality control inspection plan must be provided within thirty (30) days of contract award. The plan must include:

- (1) control procedures for security of Government-provided items such as keys, and lock combinations;
- (2) location of the inspection documents;
- (3) corrective, or preventive actions that will be taken to meet quality standards; and
- (4) a customer comments feedback system.

Contract Inspector's primary duties and responsibilities

- (1) Check the Contractor's performance to ensure compliance with the contract requirements. Inspectors have the authority to recommend accepting of work that is performed in accordance with the specifications. If deficiencies or unsatisfactory work is being, or about to be performed the inspector should point out the specification requirements to the Contractor. Questionable matters or indications of needed changes, or extensive corrective action by the Contractor should be promptly referred to the COR.
- (2) Maintain an up-to-date and documented contract file. This includes the preparation of a contract Daily Diary (see Attachments 2, 3 & 4) for each day on the job to document the facts, or occurrences relevant to this contract as they develop. Inspectors should keep one copy of each diary and furnish one copy to the COR.
- (3) Maintain relations with the Contractor and his representative that are most beneficial to work progress and the Government's best interests. Official communications relevant to the contract should be directed to the Contractor, or their authorized representative, and the COR as the inspector has no authority or responsibility to supervise other employees.

Contract Inspector Detailed Responsibilities and Duties

The CI is responsible for:

1. Ensuring that all construction activities comply with contract requirements and work is performed in accordance with good construction practices.

2. Verifying that materials and equipment incorporated into the project meet contract requirements.
3. Monitoring contract labor requirements.
4. Providing adequate and accurate reports.
5. Ensuring that applicable construction safety standards are met.
6. Verifying that approved Contractor submittals are available before work is performed.
7. Verifying that actual construction progress agrees with approved progress schedules.
8. Notifying the COR immediately if unanticipated archeological materials are encountered during construction so that appropriate action may be taken to preserve such materials.
9. Monitoring contract compliance with appropriate Federal Acquisition Regulations (FAR).

Contract Authority

No USFS employee, or contract CI may instruct the Contractor, or the Contractor's employee regarding how or when to perform work required by the contract. The CI and COR are responsible for ensuring that the USFS receives what it contracted for. The CI and COR are not responsible for directing the work of the Contractor.

Only the CO is authorized to modify the contract. Such changes will be accomplished by a written modification from the CO. The CI is responsible for notifying the COR immediately if an unauthorized individual orders a change in the contract. As a means of expediting changes and precluding possible delays, the CO may verbally direct the Contractor to proceed with a change pending issuance of a formal written modification.

Contract Inspector guidelines, duties, and responsibilities:

- A. Thoroughly familiarize yourself with the terms and conditions of the contract and your authority in administering these terms and conditions
- B. Keep abreast of the Contractor's work accomplishment as compared with contract time and the approved schedule. Discuss with the contractor any phase of the job that may be lagging and needs attention to assure completion on schedule and within the overall time period set in the contract.
- C. In connection with compliance with plans and specifications, report to the Contracting Officer's Representative only questions of fact arising in regard to: quality and acceptability of materials furnished and work performed; acceptability of equipment to be used; manner of performance and rate of progress of the work; interpretation of plans and specifications; acceptable fulfillment of the technical phases of the contract on the part of the Contractor; and disputes and mutual rights between Contractors working on projects in the same area. Avoid arbitrary and capricious action and consider all facts before arriving at recommendations on the foregoing matters.
- D. Notify the Contracting Officer's Representative of recommended minor changes in plans and specifications as authorized by the contract to meet on-the-ground conditions where such changes do not affect the contract time, or price.
- E. Submit recommendations in advance to the Contracting Officer's Representative

- on changes requiring contract amendments and modifications, final acceptance of the completed project, and disputes concerning questions of fact.
- F. Notify the Contractor and Contracting Officer's Representative of any defective materials furnished by the Contractor or any work not properly performed. Rejection of defective materials or work is the responsibility of the Contracting Officer's Representative and the Contracting Officer.
 - G. Notify the Contractor of any deviations from the contract specifications and/or provisions. Report to the Contracting Officer's Representative any refusal or failure by the Contractor to comply with such contract provisions.
 - H. As directed, ensure that the "Equal Employment Opportunity" poster is displayed and maintained in a prominent place at the site of work during the life of the contract.
 - I. Refer all requests by Forest Officers or their representative(s) to the Contracting Officer's Representative.
 - J. Maintain the official contract diary for each day you are on the project, covering type of activities number of work shifts, units of major equipment operating, and progress of work in relation to program schedules, physical difficulties encountered, weather conditions, and other matters considered of importance in the execution of the job.
 - K. Initiate estimates of progress payments as provided for in the contract and maintain progressive record of payments made.
 - L. Maintain a contract file of all documents, including the project diary, written orders and other records prepared incident to administration of the contract, for review by the Contracting Officer at the time of final acceptance of the completed job. Prepare for the Contracting Officer's Representative all orders and correspondence affecting contract administration. All such orders and correspondence will be signed by the Contracting Officer's Representative over the title "Contracting Officer's representative".
 - M. Make certain that the "Wage Rate Information" poster is posted with the minimum wage rate determination. It must be displayed and maintained in a prominent place at the work site during the life of the contract.
 - N. Make spot checks of weekly payrolls and periodic checks on the assignments and classifications of the Contractor's employees to ascertain if all wages and labor requirements of the contract are met by the Contractor. Make sure that payrolls and certifications of Contractor and Subcontractor are submitted weekly.
 - O. Whenever the Contractor claims that he has encountered a differing site condition, as outlined under the Differing Site Condition Clause (FAR 52.236-2)(APR 1984), immediately instruct the Contractor to contact the Contracting Officer's Representative and, at the same time, fully inform the Contracting Officer's Representative as to such conditions together with your recommended action to be taken.

Project Inspector Files

The CI must maintain a complete set of files on-site during construction for each project. Correspondence should be filed chronologically. Files should be subdivided into sections as follows:

1. Contract (including plans/specifications)
2. Correspondence
3. Payments
4. Change Modifications
5. Daily Logs - Daily Diaries
6. Telephone Logs
7. Submittals/Shop Drawings/Samples (filed in sequence of contract specification divisions)

Prior to the project's final inspection, the CI should scan all files and remove irrelevant material. The COR should review the material removed and approve its disposal. Remaining files must be turned over to the government project manager.

Contract Daily Diary Requirements (FS 6300-20 and FS 6300-21)

The Daily Diary report is used more than any other as a record of the job status. It is the basic reference for preparation of the CO's Final Decision on disputes. Therefore, it must be accurate, complete, and concise. This is effectively done by taking notes during inspections rounds. Use of the attached forms (FS-6300-20 and FS-6300-21) is required – see Attachments 2, 3 and 4.

Preparation of Daily Logs:

1. There should be a log entry for each day of on-site inspection from Notice to Proceed to final acceptance including days on which no work is performed.
2. Contract Number: Number of the contract being inspected. (Note: If there is more than one contract inspected on a given day, use one report for each contract number. Do not report two or more contracts on a single log.)
3. Report general weather conditions for the day. (Example: cloud cover, temperature, precipitation, and wind.)
4. Materials delivered to job site since last inspection or during the inspection period.
5. Equipment on site, including equipment arriving and departing during the inspection period.
6. Workers on the job site (for example):

Contractor (or Sub-)	Foreman	Mechanic	Laborer
ABC Const.	1		1
ABC Const.	1		2
XYZ Const.	1	1	2
XYZ Const.			2

7. Narrative Report: Concisely note work performed including locations and record events or conditions that could have a bearing on possible claims or disputes. For example:
 - a. Carpenter-Installed shoring on 40 linear feet of ditch north of office.
 - b. Backhoe arrived at 8:45 a.m. and Backhoe Operator-Excavated 40 linear feet of ditch, (0+00- 0+40), encountered rock bottom 18 inches

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- from station (0+10to 0+15).
- c. Electricians-Installed 30 linear feet 3-inch PVC conduit and 2 pull boxes in SWcorner of building.
 - d. Visitor, arrived at 11:00 a.m., left at 2 p.m. (Include comments by Visitor)
- 8. Contract Daily Diaries must be signed and dated.
 - 9. Signature (Inspector)
 - 10. The original Contract Daily Diary should be forwarded to the CO with copies to the COR and project engineer on a weekly basis.
 - 11. Photos may be included as necessary. Email photos to the COR with the Daily Diary. For electronic Daily Diaries, photo's may be attached/embedded.

Attach. Number	Description	Number of Pages
D.1	Schedule of Items	1
D.2	Daily Diary (1-Page Version)	1
D.3	Daily Diary (2-Page Version)	2
D.4	Daily Diary (3-Page Version)	3
D.5	Service Delivery Request Form	2

SECTION E - SOLICITATION PROVISIONS

52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

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

Federal Acquisition Regulation (FAR) Provisions:

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

Department of Agriculture Acquisition Regulation (AGAR) Provisions:

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

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

52.204-7 System for Award Management (OCT 2018)

52.204-16 Commercial and Government Entity Code Reporting (AUG 2020)

52.212-1 Instructions to Offerors – Commercial Products and Commercial Services (NOV 2021)

Addenda to Provision 52.212-1:

For simplified acquisitions, the word quote or quoter is substituted in provision 52.212-1 for the word offer or offeror.

Addenda to Provision 52.212-1 paragraph (b) Submission of Offers:

1) Offerors must have an active entity registration in the System for Award Management in order to submit an offer. <https://www.sam.gov/SAM/>

2) Offers submitted in response to this solicitation shall include a technical proposal, a price proposal, and contractor representations and certifications.

a) Technical Proposal – The technical proposal shall address the evaluation factors in 52.212-2. At a minimum technical proposal shall include:

i) Management Approach –

1. Submit a written narrative of your firm's capabilities and assets that are available for this project. Indicate existing capacity to perform this work concurrent with existing ongoing projects. Describe your firm's resources and equipment that will be used for the work on this project.

2. Describe proposed coordination with the project owner (FS), and other (State, City, Local) regulatory entities to complete work within all parameters of the solicitation.

ii) Project Experience –

1. Describe experience and capability for the Key Trades identified in Section D of this solicitation and listed in 52.212-2 Addenda. Indicate whether or not you have previously worked with these firms on previous projects. All firms proposed as Key Trades are subject to substitution requirements contained in this solicitation.

b) Price Proposal – Include the following: 1) completed, signed SF-1449 from Section A of this solicitation, 2) Acknowledge any amendments issued on sam.gov for this solicitation by completing and signing the posted SF-30, and 3) Include the completed price schedule (Attachment 1 -Schedule of Items) contained in Section D of this solicitation.

c) Representations and Certifications – Fill in the check boxes for provisions 52.204-24, 52.212-3, and Employment of Eligible Workers-Workforce Certification found in Section F of this solicitation and include a copy with your offer.

3) Submit offer by email to blaine.greenwalt@usda.gov so that it is delivered into this inbox by the due date and time. Emails should contain 3 separate attachments (Technical Proposal, Price Proposal, and Representations and Certifications) in Microsoft Word or Adobe PDF 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 from the contracting officer.

4) Address questions about this solicitation to the Contracting Officer, Blaine Greenwalt at blaine.greenwalt@usda.gov.

Addenda to Provision 52.212-1 paragraph (f) Late submissions:

Replace (f)(2)(i) with the following:

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. Delete 52.212-(f)(2)(i) paragraphs A, B, C.

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

(a) The Government will award a contract resulting from this solicitation to the responsible offerors 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:

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- Price
 - Offeror shall return a completely filled-in version of Attachment 1- Schedule of Items. If offeror is submitting for more than 1 zone they shall label each schedule for the zone they are in. More than 1 can be submitted if contractor is electing to support multiple zones.
- Management Approach
 - Submit a written narrative of your firm’s capabilities and assets that are available for this project. Indicate existing capacity to perform this work concurrent with existing ongoing projects. Describe your firm’s resources and equipment that will be used for the work on this project.
 - Describe proposed coordination with the project owner (FS), and other (State, City, Local) regulatory entities to complete work within all parameters of the solicitation.
- Project Experience
 - Describe experience and capability for the following Key Trades identified in Section H of this solicitation and listed below. Indicate whether or not you have previously worked with these firms on previous projects. All firms proposed as Key Trades are subject to substitution requirements contained in this solicitation.

Subject Area	Specialty
Buildings	Electrical
	Plumbing
	HVAC
	Roofing
	Structural
	Lead/Asbestos
Bridges	Road bridges
	Trail bridges
Concrete	Sampling, testing, compliance w specs
Environmental	Water and Wastewater
	Hazmat
Roads & Parking Lots	Aggregate Base and Surfacing
	Asphalt Paving
	Asphalt Surface Treatment
	Composite Low-volume road reconstruction
Trails	Trail reconstruction
Recreation site development	Site layout & staking verification
	Accessibility/ADA compliance
	Grading and compaction

(b) 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.

52.252-5 Authorized Deviations in Provisions (NOV2020)

(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.

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.

52.212-3 Offeror Representations and Certifications – Commercial Products and Commercial Services (MAY 2022) (DEVIATION JUL 2020)

If Offeror Representations and Certifications are not complete in SAM the offeror shall submit a completed copy of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, with your offer. The full provision is available from <http://www.acquisition.gov/far/>.

If Offeror Representations and Certifications are complete in SAM, the offeror shall complete the following:

(b)(1) *Annual Representations and Certifications*. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs .

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[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any. Write "None" if there are no changes needed to your online reps and certs.

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.

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 electronically on SAM.]