


SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 12405B23Q0068	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 01/25/2023	PAGE	OF	PAGES
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IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. 1087978	6. PROJECT NO.
7. ISSUED BY USDA ARS SEA AAO ACQ/PER PROP 141 EXPERIMENT STATION ROAD STONEVILLE MS 38776	CODE ARS-12405B	8. ADDRESS OFFER TO monte.jordan@usda.gov USDA/ARS/SEA, Area Acquisitions Office (AAO)	
9. FOR INFORMATION CALL: 	a. NAME	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)	

SOLICITATION

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

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

Demolish Greenhouse 9A in its entirety and site grade topsoil to match surrounding grade. Work to be performed in strict accordance with attached Statement of Work (SOW)

11. The Contractor shall begin performance <u>10</u> calendar days and complete it within <u>120</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. The performance period is <input type="checkbox"/> mandatory <input checked="" type="checkbox"/> negotiable. (See _____.)	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 60
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
a. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>1500</u> (hour) local time <u>02/08/2023</u> (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
b. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.	
c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
d. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

OFFER (Must be fully completed by offeror)

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

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

AMOUNTS

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

19. ACKNOWLEDGEMENT OF AMENDMENTS

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

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

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()
26. ADMINISTERED BY USDA ARS SEA AAO ACQ/PER PROP 141 EXPERIMENT STATION ROAD STONEVILLE MS 38776	CODE ARS-12405B	27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

12405B23Q0068

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OF

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Delivery: 06/13/2023 Delivery Location Code: ARS-124463 SEA CROP SCIENCE RESEARCH LABORATOR ATTENTION: NEIL JOHNSON 810 HIGHWAY 12 EAST MISSISSIPPI STATE, R.W. HARNED BLDG MISSISSIPPI STATE MS 39762 US</p> <p>Period of Performance: 02/13/2023 to 06/13/2023</p> <p>Demolish Greenhouse 9A in its entirety and site grade topsoil to match surrounding grade in strict accordance with attached Statement of Work (SOW).</p> <p><i>Information concerning the REE policies and procedures regarding the definitization of equitable adjustments for change orders under construction contracts and the time required for definitization of those actions per 15 U.S.C. 644 is available at https://www.ars.usda.gov/afm/apd/acquisitions/.</i></p>				

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B - SECTION B - Supplies or Services and Prices/Costs Schedule of Items
Clauses

B.1 SCOPE OF CONTRACT

The Contractor shall furnish all labor, materials, equipment, supplies, transportation, utilities, and supervision for complete demolition of greenhouse 9A of the following in accordance with the clauses, specifications, drawings, attachments, and other terms and conditions set forth herein:

B.2 SCHEDULE OF ITEMS

<u>CLIN #</u>	<u>Description</u>	<u>Price/Cost</u>
0001	Demolish Greenhouse 9A	\$ _____

B.3 PERFORMANCE TIME

Base Item: 120 **calendar days after Notice to Proceed is issued.**

End of this section

C - SECTION C - Description/Specifications/Statement of Work

Clauses

C.1 Description of work:

Demolish Greenhouse 9A.

C.2.1 Bonding.

For any award between \$35,000 and \$150,000 (FAR 28.102-2 (2)(c)) a Payment Bond will be required – SF-25A form available from GSA website in Section J. Payment for bond premiums in accordance with Clause 52.232-5, Payment under Fixed-Price construction contracts, shall not be in addition to the contract price. Proof of ability to obtain a payment bond is a required part of the task order proposal submission. For any award exceeding \$150,000, Payment Security shall be provided in accordance with Clause 52.228-15.

C.2.2 Permits and Licenses.

Pursuant to FAR 52.236-7 Permits and Responsibilities, the Contractor shall obtain all required permits, licenses, and authorizations to perform work under this contract and comply with all the applicable Federal, state, and local laws and regulations.

C.2.3 Directives, Instructions and References

Only the Contracting Officer shall issue directives/instructions defining the roles and responsibilities and appointment of a Contracting Officer Representative (COR); Location Monitor (LM); Project Manager (PM); Occupational Health & Safety Manager and/or any other functional appointment as deemed necessary for the scope of work.

C.2.4 The Contractor shall manage the total work effort associated with the services required in each task order to meet the performance objectives and standards. Such management includes but is not limited to planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and quality control. The Contractor shall provide a staff with the necessary management expertise to assure performance objectives and standards are met.

The Contracting Officer may at any time require Samples, Material Safety Data Sheets (MSDS) or Manufacturer's Data Cut Sheets of Materials used in this contract.

C.2.5 Management

The Contractor shall manage the total work effort associated with the services required in each task order to meet the performance objectives and standards. Such management includes but is not limited to planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and quality control. The Contractor shall provide a staff with the necessary management expertise to assure performance objectives and standards are met.

C.2.6 Service Interruptions/Utility Outages

If any utilities or other services must be discontinued (even temporarily) due to scheduled contract work, the Contractor shall notify the Contracting Officer Representative ten calendar days in advance to allow notification of affected tenants and customers. If the discontinued service is due to an emergency breakdown the Contractor shall notify the Contracting Officer Representative as soon as practicable.

At a minimum, include the location of the outage, utilities being affected, duration of outage and any necessary sketches. Once approved, and prior to beginning work on the utility system requiring shut down, attend a pre-outage coordination meeting with the Contracting Officer to review the scope of work and the lock-out/tag-out procedures for worker protection. No work will be performed on energized electrical circuits unless proof is provided that no other means exist.

C.2.7 Key Personnel

The Contractor shall confirm to the Contracting Officer the List of Key Personnel and their qualifications provided as part of the proposal. The contractor will provide any additional information requested by the Contracting Officer to certify their qualifications.

C.2.8 Employee Requirements

The Contractor shall provide experienced, qualified, and capable personnel to perform the work in this contract. Personnel shall be fully knowledgeable of all safety and environmental requirements associated with the work they perform. Competent personnel shall be provided as required by each task order.

C.2.8.1 OSHA training requirements shall be strictly enforced prior to the commencement of work. The job superintendent must be an OSHA certified “competent person” with 30 hours of training and all other employees working on the project must have a minimum of 10 hours of OSHA training.

C.2.8.2 The job superintendent/OSHA certified competent person needs to be on site at all times when work is being done.

C.2.8.3 Employee Conduct

Contractor employees and Subcontractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.

C.2.8.4 Employee Appearance

The Contractor shall ensure that all employees present a professional appearance that is appropriate for their position. The Contracting Officer reserves the right to determine the acceptability of any clothing worn. All Contractor/subcontractor employees working under this contract shall be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for required passes or badges.

C.2.8.5 Removal of Employees

The Contractor shall remove from the site any individual whose continued employment is deemed by the Contracting Officer to be contrary to the public interest or inconsistent with the best interests of Agricultural Research Service.

C.3 BioPreferred requirements

The Contractor must comply with Sections 9002 of the Farm Security and Rural Investment Act of 2002; the Food Conservation and Energy Act of 2008; and the Agricultural Act of 2014; and the Federal Acquisition Regulation to provide biobased products. The Contractor shall also comply with the clause at FAR 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts contained in Section I. The Contractor shall also comply with the provision at FAR 52.223-1, Biobased Product Certification contained in Section K.

The Contractor shall utilize products and material made from biobased materials (e.g., biobased erosion control materials, biobased composite panels, biobased roof coatings, biobased insulating foam, biobased interior paints and coatings, and biobased wood and concrete sealers). All supplies and materials shall be of a type and quality that conform to applicable Federal specifications and standards. All supplies and materials to be used in the performance of work described herein are subject to the approval of the Contracting Officer Representative (COR).

The following is an example list of products that may be used in this minor construction contract for which biobased products are available and the designated biobased content. The list is not all inclusive. It is desirable that vendors be able to supply the greatest number of biobased products listed meeting the health and environmental specifications.

- Adhesive and Mastic Removers – 58 percent
- Asphalt and Tar Removers - 80 percent
- Asphalt Restorers – 68 percent
- Carpet – 7 percent
- Carpet and Upholstery Cleaners – 54 percent and Spot Removers – 7 percent
- Composite Panels – Acoustical – 37 percent; Interior Panels – 55 percent; Plastic Lumber – 23 percent; Structural Interior Panels – 89 percent; Structural Wall Panels – 94 percent and Countertops and Solid Surface - _ 89 percent
- Concrete and Asphalt Cleaners – 70 percent
- Concrete and Asphalt Release Fluids – 87 percent
- Dust Suppressants – 85 percent
- Erosion Control Materials – 77 percent
- Floor Coverings (Non Carpet) – 91 percent

General Purpose Cleaners - 54 percent
Hand Soaps and Cleaners – 64 percent
Industrial Cleaners – 41 percent
Insulating Foam – 7 percent
Leather, Vinyl, and Rubber Care Products – 55 percent
Paint- Interior Paints and Coatings, Latex – 20 percent and Oil-based – 67 percent
Paint Removers – 41 percent
Roof Coatings – 20 percent
Wastewater Systems Coatings – 47 percent
Water Tank Coatings – 59 percent
Wood and Concrete Sealers – Membrane Concrete Sealers- 11 percent and Penetrating Liquids – 79 percent
Wood and Concrete Stains – 39 percent

Reporting is required by Sections 9002 of the Food Conservation and Energy Act of 2008 and the Agricultural Act of 2014. The Contractor shall provide quantities, product types and dollar value of any USDA-designated biobased product purchased by the Contractor. This important data shall be submitted to the COR for the current quarter and current contract year. A brief explanation shall include the methodology used to calculate the dollar value of USDA-designated products used or supplied.

The Contractor should also note that USDA-designated biobased products are available for purchase through the AbilityOne Program (formerly known as the Javits- Wagner-O’Day (JWOD) Program). Under this program, members of organizations including the National Industries for the Blind (NIB) and the National Institute for the Severely Disabled (SourceAmerica) offer products and services that are mandatory by Federal agencies. A search of the AbilityOne Program’s online catalog (www.ability.gov) indicated biobased products that include but are not limited to: cleaners (glass, hand, and multipurpose), graffiti removers, and sorbents.

C.4 Tools And Equipment.

This is a representative listing of tools and equipment that apply to the various trades. These items are indicative of, but not limited to, those that the Contractor is expected to provide as part of normal overhead cost.

Airlines (drop line)
All hand tools
Awl
Axes
Brushes
Barricades, Safety
Bolt cutters
Barrier tape
Broom
Cable cutters
Cable pulling equipment (handheld)
Cable pullers/Hoist (handheld)
Can Opener
Caulking/Yarning Irons
Calking Gun
Chalk line
Chain Saw
Chisels
Clamps
Cleaning Equipment (handheld)
Compressor (sized as required to run tools)
Conduit bender
Crow Bars
Dividers
Drift Pins
Drill, pneumatic

Drill, pneumatic bits (up to 1 ¼ dia.)
Drill, Motors (handheld)
Drill, Bits Drill, Hole Saw
Drill, Rotary hammer (up to 1 ¼ dia.)
Extension Cords
Files
Fish tapes
Gloves
Flashlights
Floats (handheld)
Groover, Pipe (handheld)
Hacksaws
Hot Tap (handheld)
Hammers, hand Hammers, chipping
Hammer, Jack
Industrial Vacuum and Hepa Vac
Jack, Hydraulic (12 tons or less)
Knives
Ladders (step to 12' and extension to 24')
Lead Pot and Ladle
Levels
Levels, Builders Level, laser
Lighting, Temporary (up to 6 each)
Nailer, Pneumatic
Nail Sets Picks
Planes (handheld)
Planes, Electric (handheld)
Pliers
Power Actuated Fastening Tools
Plumb Bob
Pot Hook
Personal Protective Equipment Punches
Rake
Rasps (files)
Reinforcing steel, Shear and Bender (handheld)
Rivet Sets (Light, handheld)
Rollers-Flooring
Rules
Safety Equipment (Personal Protective Equipment)
Safety fencing (orange plastic)
Sanders (handheld)
Saws, Hand
Saws, Electric Hand, Circular Saws, Electric Hand, Reciprocating
Saws, Backsaws and Miter Box
Saws, Power Miter Box
Sawhorses
Scaffolding, Portable, (8' table height) Scrapers (handheld)
Screw Drivers
Screw Drivers, Electric
Scribers
Shears (handheld)
Shovels
Sledgehammers
Squares
Staplers, Air/Hand
Steel Framing Tools, Lightweight
Steel Framing Tampers (handheld, non-powered) Tapelines
Tarpaulins (12' X 24", maximum of 5 each) Temporary lighting (400 square feet)
Tin Snips
Torch, hand

Torch Igniters
Trash Receptacles (35/gallon, 4 each) Trowels (non-powered, handheld)
Toolboxes (personal)
Traffic cones
Tubing Cutters (handheld, non-powered) Vacuum, wet/dry (5 gal)
Vehicles (up to 1.5 ton)
Vice
Voltmeter, volt/ohm meter
Wheelbarrow (non-powered)
Wire Strippers
Wrenches

Materials and equipment may not be stored at the jobsite lay down area after work hours unless approved in advance by the Contracting Officer. There will not be office space available at any location. All job site lay down areas are dependent upon Task Order size and location of the work. Job site availability will be included with each RFP and resulting Task Order.

C.4 CONTRACT CLAUSES INCLUDED BY FULL TEXT:

AGAR 452.211-72 Statement of Work/Specifications

As prescribed in [411.171](#), insert the following clause:

Statement of Work/Specifications (Feb 1988)

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

(End of Clause)

AGAR452.211-74 Period of Performance.

As prescribed in [411.404\(a\)](#), insert the following clause:

PERIOD OF PERFORMANCE (FEB 1988)

The period of performance of this contract is from 02/13/2023 through 06/13/2023.

(End of Clause)

End of this section

**D - SECTION D - Packaging and Marking
Clauses**

(For this Solicitation, there are NO Clauses in this Section)

End of this section

E - SECTION E - Inspection and Acceptance Clauses

E.1 CONTRACT CLAUSES INCLUDED BY FULL TEXT:

AGAR 452.246-70 -- Inspection and Acceptance

As prescribed in [446.370](#), insert the following clause:

INSPECTION AND ACCEPTANCE (FEB 1988)

- (a) The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.
- (b) Inspection and acceptance will be performed at: USDA,ARS,SEA, Crop Science Research Laboratory, Mississippi State, MS
(End of clause)

E.2 CONTRACT CLAUSES INCLUDED BY REFERENCE:

FAR 52.246-12 -- Inspection of Construction (Aug 1996)

E.3 FINAL INSPECTION

- (a) A final inspection shall be made only when all the materials have been furnished, all the work has been performed, and all the construction provided for by the contract in accordance with the terms has been completed. If, upon examination by the Contracting Officer and/or Government inspection personnel, the project is determined not sufficiently completed to have warranted a final inspection, the contractor may be charged with any additional cost of re-inspection when material and workmanship are not ready at the time specified by the Contractor for its inspection.
- (b) The contractor shall give the Contracting Officer ten **(10) calendar days** advance notice, in writing, of the date the work will be fully completed and ready for final inspection.
- (c) The Contractor's request for final inspection will not be approved unless all documentation required below, and all other contract requirements have been provided to the Contracting Officer:
 - Guarantees and warranty schedule and contacts
 - Certified payroll records for all prime and subcontractor employees
- (d) As soon as practicable, following final inspection, the Contracting Officer will inform the contractor, in writing, of any discrepancies and/or omissions noted at the final inspection. The Contracting Officer shall also state the time allowable for replacement of material and performance or re-performance of any unsatisfactory work necessary for final acceptance.

E.4 FINAL ACCEPTANCE

Upon written notification that all deficiencies identified during the final inspection have been corrected, the Contracting Officer will schedule a final acceptance inspection of the work. If all construction required by the contract is determined to be complete and all requisite contract deliverables (e.g., certified payroll records, as-built drawings, warranty documents, etc.) have been submitted and approved by the Government, the Contracting Officer shall notify the Contractor in writing of such acceptance. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee

End of this section

**F - SECTION F - Deliveries or Performance
Clauses**

F.1 CONTRACT CLAUSES INCLUDED BY FULL TEXT:

52.211-10 -- Commencement, Prosecution, and Completion of Work.

As prescribed in [11.404\(b\)](#), insert the following clause in solicitations and contracts when a fixed-price construction contract is contemplated. The clause may be changed to accommodate the issuance of orders under indefinite-delivery contracts for construction.

Commencement, Prosecution, and Completion of Work (Apr 1984)

The Contractor shall be required to

- (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed,
- (b) prosecute the work diligently, and
- (c) complete the entire work ready for use not later than 06/13/2023. The time stated for completion shall include final cleanup of the premises.

(End of Clause)

F.2 CONTRACT CLAUSES INCLUDED BY REFERENCE:

FAR 52.242-14 -- Suspension of Work (Apr 1984)

End of this section

G - SECTION G - Contract Administration Data Clauses

G.1 CONTRACTING OFFICER'S REPRESENTATIVE

A Contracting Officer's Representative (COR) will be designated after contract award. The contractor will be notified by letter of the name and duties of the COR.

G.2 Contractor Performance Information and Contractor Performance Assessment Reporting System (CPARS) (PA 96 SEP 21, 2010) FAR 42.1502

(a) General. Past performance evaluations shall be prepared at least annually and at the time the work under a contract or order is completed. Past performance evaluations are required for contracts and orders as specified in paragraphs (b) through (f) of this section, including contracts and orders performed outside the United States. These evaluations are generally for the entity, division, or unit that performed the contract or order. Past performance information shall be entered into CPARS, the Government wide evaluation reporting tool for all past performance reports on contracts and orders. Instructions for submitting evaluations into CPARS are available at <http://www.cpars.gov/>

(b) Past performance evaluations shall be prepared for each construction contract of \$700,000 or more, and for each construction contract terminated for default regardless of contract value. Past performance evaluations may also be prepared for construction contracts below \$700,000.

G.3 INVOICE PREPARATION AND SUBMISSION

Based upon acceptance of required contract deliverables, the contractor shall submit an original invoice to the following address:

Email to monte.jordan@usda.gov

The contractor shall include the following information on each invoice in order to be considered a proper invoice:

1. Name and address of contractor.
2. Invoice number and Invoice date.
3. Contract number.
4. Description of work and period of performance.
5. Name, title, phone number, and complete mailing address of official to whom payment is to be sent.
6. Name, title, phone number, and complete mailing address of person to notify in the event of a defective invoice.
7. Taxpayer Identification Number (TIN) and UEI Number.
8. Invoices must be submitted with ARS-371 and ARS-372, along with certified payroll records, Contractor Certification, and updated CPM Schedule.

Once the paper invoice has been approved by the Contracting Officer, the Contractor shall submit the invoice electronically through the Invoice Processing Platform (IPP) at www.ipp.gov.

End of this section

H - SECTION H - Special Contract Requirements

Clauses

H.1 CONTRACT CLAUSES INCLUDED BY FULL TEXT:

AGAR 452.236-71 -- PROHIBITION AGAINST THE USE OF LEAD-BASED PAINT

As prescribed in [436.571](#), insert the following clause:

PROHIBITION AGAINST THE USE OF LEAD-BASED PAINT (NOV 1996)

Neither the Contractor nor any subcontractor performing under this contract shall use paints containing more than 0.06 of 1 percent lead by weight (calculated as lead metal) in the total nonvolatile content of the paint, or the equivalent measure of lead in the dried film of paint already applied, or both.

(End of Clause)

AGAR 452.236-72 -- USE OF PREMISES

As prescribed in [436.571](#), insert the following clause

USE OF PREMISES (NOV 1996)

(1) Before any camp, quarry, borrow pit, storage, detour, or bypass site, other than shown on the drawings, is opened or operated on USDA land or lands administered by the USDA, written permission shall be obtained through the Contracting Officer. A camp is interpreted to include the camp site or trailer parking area of any employee working on the project for the Contractor.

(b) Unless excepted elsewhere in the contract, the Contractor shall (i) provide and maintain sanitation facilities for the workforce at the site and (ii) dispose of solid waste in accordance with applicable Federal, State and local regulations.

(End of Clause)

AGAR 452.237-74 -- KEY PERSONNEL (FEB 1988)

(a) The contractor shall assign to this contract the following key personnel:

Title(s):

Name(s):

Site Superintendent _____

(b) During the first **ninety (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 calendar days** after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-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 person(s) being replaced. The Contracting Officer will notify the contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

(End of Clause)

452.237-75 Restrictions Against Disclosure.

As prescribed in 437.110(e), insert a clause substantially as follows:

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)

H.2 CONSTRUCTION PROGRESS AND PAYMENT SCHEDULE

(a) Within **14 days after the date of receipt of award**, the contractor shall prepare and submit to the Contracting Officer for approval, the original copy of ARS Form 371, Construction Progress and Payment Schedule. This form will serve as a Schedule of Estimates, Progress Schedule, and when used with ARS Form 372, it will be the basis for Requests for Partial Payment. The values employed in making the schedule will be used only for determining partial payments and will not be considered as establishing a basis for additions to or deductions from the contract. A copy of the approved schedule will be returned to the contractor.

(b) Samples of both ARS Forms 371 and 372 are available upon request. A supply of these forms together with instruction for completion of ARS Form 371 will be mailed to the contractor with the Notice of Award.

(c) ARS Form 371 is required even though progress or partial payments are not requested.

(d) The need by an offeror for partial or progress payments, when authorized in the payment provisions of this request for proposals, will not be treated as a handicap in making the award.

H.3 UTILITIES OUTAGE

Any interruption of utilities or services that would interfere with the operation of the facility will be permitted only with prior written approval from the Contracting Officer. Any utilities or service connections made at other than normal working hours will be at no additional cost to the Government. Permission to make such an interruption shall be requested in writing to the Contracting Officer, at least **three (3) days prior** to the day of interruption. Failure by the Contractor to comply with this requirement will cause the Contractor to be subject to liability for actual damages.

H.4 COOPERATION WITH OTHER CONTRACTORS

During the period of construction for the work covered by this contract, other contractors performing work for the Government may be operating concurrently at the site. To minimize interference and delay to the construction progress of all concerned, all contractors shall cooperate with each other and coordinate their construction operations to the fullest extent. As far as practicable, all contractors performing work for the Government at the site shall have equal rights to the use of all referenced facilities. In a dispute regarding the use of such facilities, the matter shall be referred to the Contracting Officer.

H.5 SUBMITTALS AND SHOP DRAWINGS

(a) The Contractor shall submit for approval, shop drawings of all manufactured products required in the construction for which such drawings are hereinafter required. When approved, one set will be retained; one set forwarded to the Government representative on the job and two sets forwarded to the Contractor. When changes or corrections are necessary, two sets will be returned to the Contractor with such corrections noted thereon, and he shall resubmit revised prints.

(b) Shop drawings shall be marked with the contract number and Work Order Number, project description, name of the Contractor, and accompanied by a letter of transmittal. If the shop drawings show variations from the contract requirements because of standard shop practice or other reason, the Contractor shall make specific mention of such variations in his letter of transmittal.

(c) Approval of shop drawings will be general and will not relieve the Contractor from the responsibility of furnishing material and work required by the contract.

(d) Shop drawings shall be submitted for approval in ample time to permit checking of the drawings, allow the Contractor to make any corrections and resubmit drawings prior to the time construction is started on work covered by any drawings.

(e) Non-approval of equipment due to failure to meet specifications, or non-approval of the Contractor's drawings due to submission of incomplete or incorrect information cannot be considered as a basis for extension of time for completion of the contract.

(f) The quantity of shop drawings required are subject to change. This will occur only when the Government is under contract with an A-E firm to approve shop drawings. In this respect, A-E will coordinate final quantity required between all interested parties.

H.6 LIST OF MATERIALS

(a) The Contractor shall submit for approval a complete list, in duplicate, of brands, type, and make of various equipment and materials proposed to be used. If the Contractor fails to submit such a list, or names of equipment which does not comply with the specifications, or if the manufacturers named are unsatisfactory, the Government reserves the right to reject same and to select satisfactory substitute materials. This selection shall be final and finding upon the Contractor, and the work shall be installed on this basis without change in contract price.

(b) In order to properly identify and to prove compliance with the requirements of the specifications, the Contractor shall give the following data for each product included in the list of materials.

Section heading of the specifications under which material is specified.

Manufacturer's name and address.

Grade, type, trade or catalog number.

Size, capacity, and other pertinent data.

(c) All materials, fixtures, and equipment furnished and installed under this contract shall be new and of the best quality; shall be standard cataloged products or reputable manufacturers products or of special manufacture, satisfying completely the contract requirements.

(d) Similar items, unless otherwise specified herein or approved by the Contracting Officer, shall be the product of the same manufacturer, and those fulfilling the same requirements as to size and construction shall be identical.

(e) Substitutions and/or Approved Equal: Where particular make, brand or type of material or equipment is mentioned in these specifications, it is to denote quality standard of article desired, but does not restrict contractor to brand specified; however, any substitution must be met with approval of the Contracting Officer. Other products comparable in type, quality, utility, and price are acceptable if approved by the Contracting Officer. Burden of proof of equality shall rest with the Contractor. The Contracting Officer shall be sole judge of paralleled quality.

H.7 PROPERTY DAMAGE LIABILITY INSURANCE

The Contractor shall ensure that the property damage liability insurance policy (or rider) required by FAR 52.228-5, Insurance-Work on a Government Installation, is in full compliance with all the terms and conditions of this contract. The policy shall not contain any exclusions or exceptions that would limit or adversely affect the Government's rights and remedies under any other clause in this contract or other

Federal regulation or law. Should there be any exclusions or exceptions contained in the policy that limits or adversely affects the Government's rights, the Contractor shall be responsible for the full amount of any damages that occur to the immediate facilities, adjacent facilities/property, and other Government property under the control of the Contractor due to fraud, negligence, vandalism, willful misconduct, or violation of Federal, state, or local safety regulations, building codes and laws. The Contractor shall have full responsibility and is liable for these facilities and properties until the Government has accepted the contract as being completed in full and a release from claims has been received from the Contractor.

For those areas where the Government has taken "beneficial occupancy" prior to completion and acceptance of the whole contract, the contractor shall not be responsible for those specific areas under Government control, except in such instances where damage occurs to those areas as a result of negligence, fraud, vandalism, willful misconduct, or violation of Federal, state, or local safety regulations, building codes, or laws in those areas under the control of the Contractor.

This liability and responsibility includes the activities of all the Contractor's personnel, their subcontractors and suppliers.

H.8 SUBCONTRACTORS, OUTSIDE ASSOCIATES AND CONSULTANTS

Any subcontractors, outside associates or consultants required by the Contractor in connection with the services covered by the contract will be limited to individuals or firms that were specifically identified at time of award or agreed upon during negotiations. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these individuals or firms.

End of this section

I - SECTION I - Contract Clauses/Provisions Clauses/Provisions

I.1 CONTRACT CLAUSES INCLUDED BY FULL TEXT:

FAR 52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY or Services.

As prescribed in [8.005](#) , insert the following clause:

Contractor Use of Mandatory Sources of Supply or Services (May 2014)

(a) Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from nonprofit agencies participating in the program operated by the Committee for Purchase From People Who Are Blind or Severely Disabled (the Committee) under [41 U.S.C.8504](#). Additionally, certain of these supplies are available from the Defense Logistics Agency (DLA), the General Services Administration (GSA), or the Department of Veterans Affairs (VA). The Contractor shall obtain mandatory supplies or services to be provided for Government use under this contract from the specific sources indicated in the contract schedule.

(b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies or services by the time required, or if the quality of supplies or services provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies or services from other sources until the Contracting Officer has notified the Contractor that the Committee or an AbilityOne central nonprofit agency has authorized purchase from other sources.

(c) Price and delivery information for the mandatory supplies is available from the Contracting Officer for the supplies obtained through the DLA/GSA/VA distribution facilities. For mandatory supplies or services that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contact for AbilityOne central nonprofit agencies are:

(1) National Industries for the Blind 1310 Braddock Place Alexandria, VA 22314-1691 (703) 310-0500;
and

(2) NISH 8401 Old Courthouse Road Vienna, VA 22182 (571) 226-4660.
(End of clause)

FAR 52.222-36 – Equal Opportunity for Workers With Disabilities

As prescribed in [22.1408\(a\)](#), insert the following clause:

Equal Opportunity for Workers With Disabilities (Jul 2014)

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

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

(End of Clause)

FAR 52.223-20 – Aerosols.

As prescribed in [23.804\(a\)\(3\)](#), insert the following clause:

Aerosols (Jun 2016)

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

“Global warming potential” means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide’s global warming potential is defined as 1.0.

“High global warming potential hydrofluorocarbons” means any hydrofluorocarbons in a particular end use for which EPA’s Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G. with supplemental tables of alternatives available at <http://www.epa.gov/snap/>.

“Hydrofluorocarbons” means compounds that contain only hydrogen, fluorine, and carbon.

(b) Unless otherwise specified in the contract, the Contractor shall reduce its use, release, or emissions of high global warming potential hydrofluorocarbons, when feasible, from aerosol propellants or solvents under this

contract. When determining feasibility of using a particular alternative, the Contractor shall consider environmental, technical, and economic factors such as--

- (1) In-use emission rates, energy efficiency;
- (2) Safety, such as flammability or toxicity;
- (3) Ability to meet technical performance requirements; and
- (4) Commercial availability at a reasonable cost.

(c) The Contractor shall refer to EPA's SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at <http://www.epa.gov/snap/>.

(End of clause)

FAR 52.223-21 Foams.

As prescribed in [23.804](#)(a)(4), insert the following clause:

Foams (Jun 2016)

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

"Global warming potential" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

"High global warming potential hydrofluorocarbons" means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82 subpart G with supplemental tables of alternatives available at <http://www.epa.gov/snap/>.

"Hydrofluorocarbons" means compounds that contain only hydrogen, fluorine, and carbon.

(b) Unless otherwise specified in the contract, the Contractor shall reduce its use, release, and emissions of high global warming potential hydrofluorocarbons and refrigerant blends containing hydrofluorocarbons, when feasible, from foam blowing agents, under this contract. When determining feasibility of using a particular alternative, the Contractor shall consider environmental, technical, and economic factors such as--

- (1) In-use emission rates, energy efficiency, and safety;
- (2) Ability to meet performance requirements; and
- (3) Commercial availability at a reasonable cost.

(c) The Contractor shall refer to EPA's SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82 subpart G with supplemental tables available at

<http://www.epa.gov/snap/>.

(End of clause)

FAR 52.225-9 -- Buy American--Construction Materials.

As prescribed in [25.1102](#)(a), insert the following clause:

Buy American--Construction Materials (May 2014)

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

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

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

- (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Component" means an article, material, or supply incorporated directly into a construction material.

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

"Cost of components" means--

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

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

“Domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if—
 - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which non-availability determinations have been made are treated as domestic; or
 - (ii) The construction material is a COTS item.

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

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

(b) *Domestic preference.*

- (1) This clause implements the 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.
- (2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: None
- (3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that
 - (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
 - (ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or
 - (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

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

- (1)
 - (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--
 - (A) A description of the foreign and domestic construction materials;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Price;
 - (E) Time of delivery or availability;
 - (F) Location of the construction project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
 - (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
 - (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
 - (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

- (3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.
- (d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
<i>Item 1</i>			
Foreign construction material			
Domestic construction material			
<i>Item 2</i>			
Foreign construction material			
Domestic construction material			

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

[Include other applicable supporting information.]

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

(End of Clause)

AGAR 452.209-71 Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (FEB 2012)

(a) This award is subject to the provisions contained in sections 738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies appropriations Act, 2012, P. L. No. 112-55, Division A, as amended and / or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it:

(1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal or State law within 24 months preceding the award, unless a suspending and debarment official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, USDA, ARS may terminate this contract for default and may recover any funds the awardee has received in violation of sections 738 or 739, as amended and/or subsequently enacted.

(End of Clause)

452.224-70 Confidentiality of Information.

As prescribed in 424.104, insert a clause substantially as follows:

CONFIDENTIALITY OF INFORMATION (FEB 1988)

(a) Confidential information, as used in this clause, means --

(1) information or data of a personal nature, proprietary about an individual, or (2) information or data submitted by or pertaining to an organization.

(b) In addition to the types of confidential information described in

(a)(1) and (2) above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research, during which public disclosure of primarily invalidated findings could create an erroneous conclusion which might threaten public health or safety if acted upon.

(c) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the contracting Officer and the

Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.

(d) If it is established that information to be utilized under this contract is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

(e) Confidential information, as defined in (a)(1) and (2) above, shall not be disclosed without the prior written consent of the individual, institution or organization.

(f) Written advance notice of at least 45 days will be provided to the Contracting Officer of the Contractor's intent to release findings of studies or research, which have the possibility of adverse effects on the public or the Federal agency, as described in (b) above. If the Contracting Officer does not pose any objections in writing within the 45 day period, the contractor may proceed with disclosure. Disagreements not resolved by the Contractor and Contracting Officer will be settled pursuant to the "Disputes" clause.

(g) Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this clause, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.

(h) The provisions of paragraph (e) of this clause shall not apply when the information is subject to conflicting or overlapping provisions in other Federal, State or local laws.

(End of Clause)

AGAR 452.228-71 -- INSURANCE COVERAGE - ALT 1 (NOV 1996)

As prescribed in [428.310](#), insert the following clause:

Pursuant to FAR clause 52.228-5, Insurance-Work on a Government Installation, the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

(a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage.

Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(b) General Liability.

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

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

(c) Automobile Liability. The Contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage covering the operations 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 452.232-70 Reimbursement for Bond Premiums--Fixed-Price Construction

As prescribed in [432.111](#), insert the following clause:

REIMBURSEMENT FOR BOND PREMIUMS--FIXED-PRICE CONSTRUCTION CONTRACTS (NOV 1996)

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

(End of clause)

AGAR 452.236-70 Additive or Deductive Items.

As prescribed in [436.205](#), insert the following provision:

ADDITIVE OR DEDUCTIVE ITEMS (FEB 1988)

The low bidder for purposes of award shall be the conforming responsible bidder offering the low aggregate amount for the first or base bid item, plus or minus (in the order of priority listed in the schedule) those additive or deductive bid items providing the most features of the work within the funds determined by the government to be available before bids are opened. If addition of another bid item in the listed order of priority would make the award exceed such funds for all bidders, it shall be skipped and the next subsequent additive bid item in a lower amount shall be added if award therein can be made within such funds. For example, when the amount available is \$100,000 and a bidder's base bid and four successive additives are \$85,000, \$10,000, \$8,000, \$6,000, and \$4,000, the aggregate amount of the bid for purposes of award would be \$99,000 for the base bid plus the first and fourth additives, the second and third additives being skipped because of each of them would cause the aggregate bid to exceed \$100,000. In any case all bids shall be evaluated on the basis of the same additive or deductive bid items, determined as above provided. The listed order of priority need be followed only for determining the low bidder. After determination of the low bidder as stated, award in the best interests of the Government may be made on the selected first or base bid item and any combination of additive or deductive items for which funds are determined to be available at the time of the award, provided that award on such combination of bid items does not exceed the amount offered by any other conforming responsible bidder for the same combination of bid items.

(End of clause)

AGAR 452.236-76 Samples and Certificates.

As prescribed in [436.576](#), insert the following clause:

SAMPLES AND CERTIFICATES (FEB 1988)

When required by the specifications or the Contracting Officer, samples, certificates, and test data shall be submitted after award of the contract, prepaid, in time for proper action by the Contracting Officer or his/her designated representative. Certificates and test data shall be submitted in triplicate to show compliance with materials and construction specified in the contract performance requirements.

Samples shall be submitted in duplicate by the Contractor, except as otherwise specified, to show compliance with the contract requirements.

Materials or equipment for which samples, certifications or test data are required shall not be used in the work until approved in writing by the Contracting Officer.

(End of clause)

I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

<http://www.dm.usda.gov/procurement/policy/agar.htm>

(End of Clause)

CONTRACT CLAUSES INCLUDED BY REFERENCE:

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

FAR 52.204-12 -- Data Universal Numbering System Number Maintenance (Oct 2016)

FAR 52.204-13 -- System for Award Management Maintenance (Oct 2018)

FAR 52.204-23 -- Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)

FAR 52.204-25 -- Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Dec 2019)

FAR 52.209-6 -- Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015)

FAR 52.209-10-- Prohibition on Contracting With Inverted Domestic Corporations (Nov 2015)

FAR 52.211-13 -- Time Extensions (Sept 2000)

FAR 52.214-29 -- Order of Precedence -- Sealed Bidding (Jan 1986)

FAR 52.215-8 -- Order of Precedence -- Uniform Contract Format (Oct 1997)

FAR 52.219-6 -- Notice of Total Small Business Set-Aside (Mar 2020)

Alternate I (Mar 2020)

- FAR 52.219-28 --Post-Award Small Business Program Representation (May 2020)
- FAR 52.222-1 -- Notice to the Government of Labor Disputes (Feb 1997)
- FAR 52.222-3 -- Convict Labor (June 2003)
- FAR 52.222-6 -- Construction Wage Rate Requirements (Aug 2018)
- FAR52.222-7 -- Withholding of Funds (May 2014)
- FAR 52.222-8 -- Payrolls and Basic Records (Aug 2018)
- FAR 52.222-9 -- Apprentices and Trainees (Jul 2005)
- FAR 52.222-10 -- Compliance with Copeland Act Requirements (Feb 1988)
- FAR 52.222-11 -- Subcontracts (Labor Standards) (May 2014)
- FAR 52.222-12 -- Contract Termination -- Debarment (May 2014)
- FAR 52.222-13 -- Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014)
- FAR 52.222-14 -- Disputes Concerning Labor Standards (Feb 1988)
- FAR 52.222-15 -- Certification of Eligibility (May 2014)
- FAR 52.222-20 -- Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000 (May 2014)
- FAR 52.222-21 -- Prohibition of Segregated Facilities (Apr 2015)
- FAR 52.222-26 -- Equal Opportunity (Sep 2016)
- FAR 52.222-27 -- Affirmative Action Compliance Requirements for Construction (Apr 2015)
- FAR 52.222-50 -- Combating Trafficking in Persons (Jan 2019)
- FAR 52.222-55 -- Minimum Wages Under Executive Order 13658 (Dec 2015)
- FAR 52.222-62 -- Paid Sick Leave Under Executive Order 13706 (Jan 2017)
- FAR 52.223-2 -- Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sep 2013)
- FAR 52.223-5 -- Pollution Prevention and Right-to-Know Information. (May 2011)
- FAR 52.223-11 -- Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons. (Jun 2016)
- FAR 52.223-12 -- Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners. (Jun 2016)
- FAR 52.223-15 --Energy Efficiency in Energy-Consuming Products (May 2020)
- FAR 52.223-17 -- Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (Aug 2008)
- FAR 52.223-18 -- Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)
- FAR 52.225-13 -- Restriction on Certain Foreign Purchases (Jun 2008)
- FAR 52.227-1 -- Authorization and Consent (Dec 2007)
- FAR 52.227-4 -- Patent Indemnity -- Construction Contracts (Dec 2007)
- FAR 52.228-2 -- Additional Bond Security (Oct 1997)
- FAR 52.228-11 --Pledges of Assets (DEVIATION APR 2020)
- FAR 52.228-12 -- Prospective Subcontractor Requests for Bonds (May 2014)
- FAR 52.228-13 -- Alternative Payment Protections (Jul 2000)
- FAR 52.228-14 -- Irrevocable Letter of Credit (Nov 2014)
- FAR 52.228-15 -- Performance and Payment Bonds -- Construction (DEVIATION APR 2020)
- FAR 52.229-2 -- North Carolina State and Local Sales and Use Tax. (Apr 1984)
- FAR 52.229-4 -- Federal, State, and Local Taxes (State and Local Adjustments) (Feb 2013)
- FAR 52.232-5 -- Payments under Fixed-Price Construction Contracts (May 2014)
- FAR 52.232-16 -- Progress Payments (Apr 2012)
- FAR 52.232-23 -- Assignment of Claims (May 2014)
- FAR 52.232-27 -- Prompt Payment for Construction Contracts (Jan 2017)
- FAR 52.232-33 -- Payment by Electronic Funds Transfer-- System for Award Management (Oct 2018)
- FAR 52.232-39 -- Unenforceability of Unauthorized Obligations (Jun 2013)
- FAR 52.232-40 -- Providing Accelerated Payments to Small Business Subcontractors (DEVIATION APR 2020)
- FAR 52.233-1 -- Disputes (May 2014)
- FAR 52.233-3 -- Protest after Award (Aug. 1996)
- FAR 52.233-4 -- Applicable Law For Breach Of Contract Claim (OCT 2004)
- FAR 52.236-26 -- Preconstruction Conference (Feb 1995)
- FAR 52.243-5 -- Changes and Changed Conditions (Apr 1984)
- FAR 52.246-21 -- Warranty of Construction (MAR 1994)
- FAR 52.248-3 -- Value Engineering-Construction (OCT 2015)

FAR 52.249-2 -- Termination for Convenience of the Government (Fixed-Price) (APR 2012)
FAR 52.249-10 -- Default (Fixed-Price Construction) (APR 1984)
FAR 52.253-1 -- Computer Generated Forms (JAN 1991)
(END CLAUSES BY REFERENCE)

Note: In addition to the requirements of FAR 52.223-2; The contractor shall report to the environmental point of contact, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the contractor during the previous fiscal year.

- The report must be submitted no later than October 31 of each year during contract performance and at the end of contract performance.

- The environmental point of contact for all USDA Agencies is:

Karen Zhang
Karen.Zhang@dm.usda.gov
Phone: 202-401-4747

- Biobased reporting shall completed by following the instructions provided in the [System for Award Management \(SAM\)](#).

I.3 CONTRACT PROVISION INCLUDED BY REFERENCE:

FAR 52.228-1 -- Bid Guarantee (SEPT 1996)
(END PROVISIONS BY REFERENCE)

End of this section

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

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

<u>ATTACHMENT NO.</u>	<u>TITLE</u>	<u>#OF PAGES</u>
1	SF 1442	3
2	Statement of Work (SOW)	13
3	* Wage Grade Determination MS20230045 - 01/06/2023	5

NOTICES

* Attachment 1: If any of the Department of Labor (DOL) wage rates are below the Federal Minimum Wage, Fair Labor Standards Act (FLSA) rate, the FLSA rate shall take precedence.

End of this section

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

K.1 CONTRACT CLAUSES INCLUDED BY FULL TEXT:

FAR 52.204-8 -- Annual Representations and Certifications.

As prescribed in [4.1202](#) (a), insert the following provision:

Annual Representations and Certifications (Mar 2020)

- (a)
- (1) The North American Industry classification System (NAICS) code for this acquisition is 238910.
 - (2) The small business size standard is \$16.5M.
- (b)
- (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
 - (2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:
☐ (i) Paragraph (d) applies.
☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c)
- (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
 - (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
 - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
 - (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
 - (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements— Representation. This provision applies to all solicitations.
 - (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
 - (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
 - (vi) 52.204-26, Covered Telecommunications Equipment or Services—Representation. This provision applies to all solicitations.
 - (vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations— Representation.
 - (viii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
 - (ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
 - (x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
 - (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

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

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

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

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

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

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

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

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

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

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

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

 x (ii) 52.204-20, Predecessor of Offeror.

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

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

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

- ___ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
___ (vii) 52.227-6, Royalty Information.

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

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

FAR Clause	Title	Date	Change

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

(End of Provision)

Alternate I (MAR 2020). As prescribed in 4.1202(a), substitute the following paragraph

(a) for paragraph (a) of the basic provision:

(a)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

NAICS code	Size standard
238910	\$16.5M
_____	_____
_____	_____

(2) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture (i.e., nonmanufacturer), is 500 employees.

FAR 52.204-20 – Predecessor of Offeror

As prescribed in [4.1804](#)(d), insert the following provision:

PREDECESSOR OF OFFEROR (JUL 2016)

(a) Definitions. As used in this provision—

“Commercial and Government Entity (CAGE) code” means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated “is” in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark “Unknown”)

Predecessor legal name: _____

(Do not use a “doing business as” name)

(End of provision)

FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in [4.2105](#)(a), insert the following provision:

**Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment
(Dec 2019)**

The Offeror shall not complete the representation in 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 the provision at [52.204-26](#), Covered Telecommunications Equipment or Services-Representation, or in paragraph (v) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items.

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

“Covered telecommunications equipment or services”, “critical technology”, and “substantial or essential component” have the meanings provided in clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* 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. Contractors are not prohibited from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or 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 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.

(e) *Disclosures.* If the Offeror has represented in paragraph (d) of this provision that it “will” provide covered telecommunications equipment or services”, the Offeror shall provide the following information as part of the offer—

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

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

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, 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).

(End of provision)

FAR 52.204-26 Covered Telecommunications Equipment or Services-Representation.

As prescribed in [4.2105](#)(c), insert the following provision:

Covered Telecommunications Equipment or Services-Representation (Dec 2019)

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *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”.

(c) *Representation.* The Offeror represents that it ☐ does, ☐ 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.

(End of provision)

FAR 52.209-5 -- Certification Regarding Responsibility Matters. (Oct 2015)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full

compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

FAR 52.209-11 – Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law

As prescribed in [9.104-7\(d\)](#), insert the following provision:

Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

FAR 52.219-1 -- Small Business Program Representations.

As prescribed in [19.309\(a\)\(1\)](#), insert the following provision:

Small Business Program Representations (Mar 2020)

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

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

“Service-disabled veteran-owned small business concern”--

(1) Means a small business concern--

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

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

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

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

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Veteran-owned small business concern” means a small business concern--

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

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

“Women-owned small business concern” means a small business concern--

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

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

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

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 238310.

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

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture (i.e., nonmanufacturer), is 500 employees.

(c) *Representations.*

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.]* The offeror represents as part of its offer that—

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

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

Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of Provision)

Alternate I (Mar 2020). As prescribed in [19.309\(a\)\(2\)](#), add the following paragraph (c)(9) to the basic provision:

(9) *[Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.]* The offeror shall check the category in which its ownership falls:

- ___ Black American.
- ___ Hispanic American.
- ___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ___ Individual/concern, other than one of the preceding.

Alternate II (Mar 2020). As prescribed in 19.309(a)(3), substitute the following paragraphs (b) and (c)(1) for paragraphs (b) and (c)(1) of the basic provision:

(b)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

NAICS code	Size standard
238910	\$16.5M
_____	_____
_____	_____

(2) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture (i.e., nonmanufacturer), is 500 employees.

(c) Representations. (1) The Offeror shall represent its small business size status for each one of the NAICS codes assigned to this acquisition under which it is submitting an offer.

NAICS code	Small business concern (yes/no)
238910	Yes
_____	_____
_____	_____

FAR 52.222-22 -- Previous Contracts and Compliance Reports

As prescribed in [22.810\(a\)\(2\)](#), insert the following provision:

Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that --

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

FAR 52.222-23 -- Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction

As prescribed in [22.810\(b\)](#), insert the following provision:

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

- (a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.
- (b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
32.0%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the

Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on

- (1) its implementation of the Equal Opportunity clause,
- (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and
- (3) its efforts to meet the goals.

The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is North Carolina, Wake County, Raleigh.

(End of Provision)

FAR 52.225-10 -- Notice of Buy American Requirement—Construction Materials

As prescribed in [25.1102\(b\)\(1\)](#), insert the following provision:

Notice of Buy American Requirement--Construction Materials (May 2014)

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

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

(c) *Evaluation of offers.*

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

(d) *Alternate offers.*

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

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

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

(End of provision)

Alternate I (May 2014). As prescribed in [25.1102](#)(b)(2), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR [52.225-9](#).

FAR 52.225-20 – Prohibition on Conducting Restricted Business Operations in Sudan--Certification

As prescribed in [25.1103](#)(d), insert the following provision:

Prohibition on Conducting Restricted Business Operations in Sudan--Certification (Aug 2009)

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

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspend.

(b) *Certification.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of provision)

K.2 CONTRACT PROVISION INCLUDED BY REFERENCE:

FAR 52.203-11 -- Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007)

FAR 52.204-17 -- Ownership or Control of Offeror (Jul 2016)

FAR 52.209-2 -- Prohibition On Contracting With Inverted Domestic Corporations--Representation (Nov 2015)

FAR 52.222-38 -- Compliance With Veterans' Employment Reporting Requirements (Feb 2016)

FAR 52.223-1 -- Bio-based Product Certification (MAY 2012)

FAR 52.223-4 -- Recovered Material Certification (MAY 2008)

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

(End of provisions)

K.3 CONTRACT CLAUSE INCLUDED BY REFERENCE:

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

(End of clauses)

K.4 DUPLICATION OF COST

The offeror represents and certifies that any changes contemplated and included in its estimate of cost for performance are not duplicates of any charges against any other Government contract, subcontract, or other Government source.

End of this section

L - SECTION L - Instructions, Conditions, and Notices to Offerors or Respondents Provisions

L.1 CONTRACT PROVISIONS INCLUDED BY FULL TEXT:

FAR 52.216-1--Type of Contract

As prescribed in [16.105](#), complete and insert the following provision:

Type of Contract (Apr 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of Provision)

FAR 52.222-5 – Construction Wage Rate Requirements—Secondary Site of the Work.

As prescribed in [22.407\(h\)](#), insert the following provision:

Construction Wage Rate Requirements—Secondary Site of the Work (May 2014)

(a)

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

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

(b)

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

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

(End of Provision)

FAR 52.233-2-- Service of Protest

As prescribed in [33.106](#), insert the following provision:

Service of Protest (Sep 2006)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

USDA/ARS/SEA, AAO
ATTN: Monte Jordan
141 Experiment Station Road
Stoneville, MS 38776

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

(End of Provision)

FAR 52.236-27 -- Site Visit (Construction).

As prescribed in [36.523](#), insert a provision substantially the same as the following:

Site Visit (Construction) (Feb 1995)

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

(b) Site visits may be arranged during normal duty hours by contacting:

Name: Neil Johnson

Address: 810 Highway 12 East

Mississippi State, MS 39762

Telephone: (662)320-7384, Email: neil.johnson@usda.gov

(End of Provision)

AGAR Provisions

AGAR452.204-70 Inquiries.

As prescribed in [404.7001](#), insert the following provision:

Inquiries (Feb 1988)

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

(End of Provision)

AGAR 452.219-70 Size Standard and NAICS Code Information.

As prescribed in [419.508](#), insert the following provision:

SIZE STANDARD AND NAICS CODE INFORMATION (SEP 2001)

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

Contract line item(s): 0001

-- NAICS Code 238910 --

Size Standard \$16.5 Mil

(End of provision)

AGAR 452.228-70 Alternative Forms of Security.

As prescribed in [428.204-2](#), insert the following provision:

ALTERNATIVE FORMS OF SECURITY (NOV 1996)

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

(End of Provision)

AGAR 452.237-71--Pre-Bid/Pre-Proposal Conference

As prescribed in [437.110\(b\)](#), insert a provision substantially as follows:

L.2 CONTRACT PROVISIONS INCLUDED BY REFERENCE:

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

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

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

<http://www.dm.usda.gov/procurement/policy/agar.htm> (AGAR)

(End of Provision)

FAR 52.204-6 Data Universal Numbering System Number (Oct 2016)

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

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

FAR 52.207-1 -- Notice of Standard Competition (May 2006)

(End of Provisions)

CONTRACT CLAUSES INCLUDED BY REFERENCE:

FAR 52.204-18 -- Commercial and Government Entity Code Maintenance (Jul 2016)

(End of Clauses)

L.3 INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS

PROPOSAL MATERIALS: Solicitation materials consisting of drawings, specifications, contract forms and any issued amendments. Amendments will be posted at <https://beta.SAM.gov> . Enter 12405B23Q0068 into the search box to access the solicitation materials. This is the only official location where these documents can be obtained and where updates are posted. No 'hard copy' solicitation materials are available.

PROPOSAL SUBMISSION: The following electronic documents are to be included in the proposal submission: 1) Fully completed and signed SF 1442 Offer page, acknowledgement of all amendments by completing blocks 15a, b, and c of the Amendment and attaching to the SF 1442 Offer page; 2) Quotation on company letterhead detailing the item description, unit price per item, shipping/handling/delivery costs, and total price. Quotation must be valid for at least 60 days after receipt of quotation, 3) completed Representations and Certifications section (FAR 52.204-8, 52.209-5, and 52.209-7), and 4) one completed signed SF 24 Bid Bond (if required, see block 13B of the SF 1442 Offer page). Offerors are responsible for insuring and verifying their offer and all required proposal documents are received at the office designated in block 8 of the SF 1442 and by the date and time specified in block 13A of the SF 1442 (subject to amendment).

The contractor shall provide a completed Offer Schedule to include:

1. Breakdown of labor categories and the number of hours for each that you intend to use by task.
2. Breakdown of materials for each labor category.
3. Breakdown of equipment for each labor category.
4. Breakdown of all subcontractor proposals as described in items (1 through 3 above).

PROJECT INFORMATION

PROJECT TITLE: Demolish Greenhouse 9A

PROJECT LOCATION: USDA, ARS, SEA, CPRU, Mississippi State, MS

MAGNITUDE OF CONSTRUCTION: Between \$100,000 and \$250,000

TYPE CONSTRUCTION: Firm-Fixed Price

NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM CODE: (NAICS): 238910

SMALL BUSINESS SIZE STANDARD: \$16.5Mil

PERIOD OF PERFORMANCE: 10 calendar days from receipt of Notice to Proceed for Base Offer.

WAGE DETERMINATION: Department of Labor General Decision Number MS20230045 is included as an attachment to solicitation and is applicable to any resultant contract. If necessary, subsequent revisions will be posted to the solicitation via amendment prior to Proposal submission date. Revision may also be applicable prior to any contract award. Wage decisions are available at <https://beta.SAM.gov>.

REQUESTS FOR INFORMATION (RFI): To obtain clarifications and/or additional information concerning the contract requirements, specifications and/or drawings, submit a **written RFI send via email only to monte.jordan@usda.gov**. The subject line of the email must read RFI 12405B23Q0068. RFIs must be specific identifying section, paragraph and page no. of the specifications or cite the drawing number and must be in question format. All RFIs submitted shall include the solicitation number and title, contractor name, city, state, telephone, email address, date submitted, and the RFI question(s). RFI responses will be posted to www.sam.gov as necessary in amendment format. **Deadline for submission of RFIs for this solicitation is 12:00 p.m. Central Time (CT) February 2, 2023.** No questions will be answered after this date unless determined to be in the best interest of the Government as deemed by the Contracting Officer. Telephone requests for information **WILL NOT** be accepted or returned.

TYPE OF SET-ASIDE

**THIS SOLICITATION IS A 100% SET-ASIDE FOR SMALL BUSINESS.
SEE THE SOLICITATION FOR ELIGIBILITY REQUIREMENTS.**

DATABASE REGISTRATION INFORMATION

SYSTEM FOR AWARD MANAGEMENT REGISTRATION: The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of the Central Contractor Registration (CCR including FedReg), Online Representations and Certifications Application (ORCA), and the Excluded Parties List System (EPLS). Federal Acquisition Registrations require that federal contractors register in SAM at www.sam.gov and enter all mandatory information into the system.

Warning: Offerors are required to be registered in SAM at the time an offer is submitted in order to comply with the annual representations and certifications requirements. If registration is not fully validated the date Offers are due, offers may be considered non-responsive and rejected.

THE EXCLUDED PARTIES LIST SYSTEM (EPLS): To ensure that the individuals or businesses providing services under the contract have not engaged in fraud or abuse regarding Sections 1128 and 1128A of the Social Security Act regarding federal health care programs, the contractor is required to check the Excluded Parties List System (EPLS) located at www.sam.gov for each person or business providing services under this contract. During the performance of this contract the Contractor is prohibited from using any individual or business listed on the List of Excluded Individuals/Entities.

BONDING INFORMATION

BID GUARANTEE: A bid guarantee is required in an amount not less than 20 percent of the proposed price but shall not exceed \$3,000,000 (for proposals of \$35,000 or more). Failure to furnish the required bid guarantee in the proper form and amount, by the time set for opening of proposals, shall require rejection of the proposal in all cases except those listed in Federal Acquisition Regulation (FAR) 28.101-4. Bid Bonds must be provided using Standard Form 24 (see FAR 28.106-1) and the form must be provided in original (no white outs, faxed or copied signatures, seals) with 'wet ink' signatures and contain the proper solicitation number, proposal opening date, and be from a corporate surety listed in Department of Treasury Circular 570. Individual sureties have to be acceptable to the Contracting Officer (see FAR 28.203) and be accompanied by Standard Form 28 Affidavit of Individual Surety. Other forms of offer security are acceptable as denoted in solicitation provision FAR Part 28.203-2.

PERFORMANCE AND PAYMENT BONDS: In accordance with Contract Clause 52.228-15, and FAR 28.102, Contractors are reminded that any amount awarded over \$30,000.00 shall require a Payment Bond (SF 25A), and awards exceeding \$150,000.00 shall require both Payment and Performance Bonds (SF 25). Payment and Performance bonds are due no later than 10 days after notification of award. Awards greater than \$35,000, but not greater than \$150,000, the contracting officer shall select two or more of the following payment protections, giving particular consideration to inclusion of an irrevocable letter of credit as one of the selected alternatives:

- (i) A payment bond.
- (ii) An irrevocable letter of credit (ILC).
- (iii) A tripartite escrow agreement.
- (iv) Certificates of deposit.
- (v) A deposit of the types of security listed in 28.204-1 and 28.204-2

Bonds must be provided with original 'wet ink' signatures - no white outs or other corrections are allowable.

Copies and facsimiles of bonds shall not be accepted.

E-VERIFY SYSTEM: Companies awarded a contract with the federal government shall enroll in E-Verify within 30 days of the contract award date. They shall also begin using the E-Verify system to confirm that all of their new hires and their employees directly working on federal contracts are authorized to legally work in the United States. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, to determine the eligibility of that employee to work in the United States. There is no charge to employers to use E-Verify. (FAR 52.222-54).

OTHER IMPORTANT OFFER INFORMATION

ADDITIONAL PRIME CONTRACTOR INFORMATION- SAFETY OR ENVIRONMENTAL VIOLATIONS AND EXPERIENCE MODIFICATION RATING INFORMATION:

1. **All Offerors shall submit information pertaining to their past Safety and Environmental record.** (using the attached EMR information and certification form) pertaining to their past Safety and Environmental record. The information must contain a certification that the offeror has no more than three (3) serious, or one (1) repeat or one (1) willful OSHA or any EPA violation(s) in the past three years. If such certification cannot be made, a Offeror shall explain why and submit as much information as possible regarding the circumstances of its past safety and environmental record, including the number of EPA violations and/or the number of serious, repeat,, and/or willful OSHA violations, along with a detailed description of those violations.
2. **All Offerors shall submit information regarding their current Experience Modification Rate (EMR). This information shall be obtained from the Offeror's insurance carrier and be furnished on the insurance carrier's letterhead.** If a Offeror's EMR is above 1.0, Offeror must submit a written explanation of the EMR from its insurance carrier furnished on the insurance carrier's letterhead, describing the reasons for the elevated EMR and the anticipated date the EMR may be reduced to 1.0 or below.
3. **Self-insured contractors or other contractors that cannot provide their EMR rating on insurance letterhead must obtain a rating from the National Council on Compensation Insurance, Inc. (NCCI)** by completing/submitting form ERM-6 and providing the rating on letterhead from NCCI. Note: Self-insured contractors or other contractors that cannot provide EMR rating on insurance letterhead from the states or territories of CA, DE, MI, NJ, ND, OH, PA, WA, WY, and Puerto Rico shall obtain their EMR rating from their state-run worker's compensation insurance rating bureau.
4. If the NCCI cannot issue an EMR because the Offeror lacks insurance history, Offeror shall submit a letter indication so from its insurance carrier furnished on the insurance carrier's letterhead and include a letter from the NCCI indicating that it has assigned Offeror a Unity Rating of 1.0.
5. The above information, along with other information obtained from Government systems, such as the OSHA and EPA online inspection history databases, will be used to make an initial Determination of Responsibility.
6. This requirement is applicable to all subcontracting tiers, and prospective prime contractors are responsible for determining the responsibility of their prospective subcontractors.

CONFORMANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS:

The Contractor shall comply with the Farm Security and Rural Investment Act of 2002 (FSRIA), 7 U.S.C. 8102; the Food, Conservation and Energy Act of 2008 (FCEA), 7 U.S.C. 8102; the Federal Acquisition Regulation; Executive Order (EO) 13514, "Federal Leadership in Environmental, Energy and Economic Performance," dated October 5, 2009; EO 13423, "Strengthening Federal Environmental, Energy, and Transportation Management," dated January 24, 2007; and Presidential Memorandum, "Driving Innovation and Creating Jobs in Rural America through Biobased and Sustainable Product Procurement," dated February, 2012 to provide biobased products.

EIGHT SUSTAINABLE PRODUCT CATEGORIES

1. Energy Efficient Products
2. Biobased Products
3. Environmentally Preferred Products
4. Water efficient products
5. Recycled Content Products

6. Non-Ozone Depleting Substances
7. EPEAT Products
8. Less Toxic Products

Offerors shall identify the product material and content levels (postconsumer content % and total recovered materials content %) for each proposed product. The content levels shall, at minimum, meet the minimum recommended content levels as identified under the CPG program. For purposes of this contract, applicable content levels will be those published at the time of the offer due date.

Offerors shall identify the ENERGY STAR qualified product(s) by brand, model name, and model number to be supplied under this contract. Offerors should be prepared to provide evidence of product certification by an EPA-recognized certification body upon request.

Offerors shall identify the WaterSense labeled product(s) by brand, model name, and model number to be supplied under this contract. In addition, offerors shall provide evidence of product certification by an EPA-recognized certification body.

In the technical proposal, the offeror shall identify the biobased products to be purchased and used under this minor construction contract. For each biobased product, the offeror shall specify the percentage of biobased content, and for the USDA-designated biobased content products, the offeror shall demonstrate that the products to be used under this contract will contain the percentage specified in the USDA recommendations or the highest level of biobased material practicable, consistent with USDA's recommended percentages of biobased content.

The offeror shall document prior experience in specifying, purchasing, using, and installing USDA-designated biobased products.

The offeror shall document past performance by providing a list for all relevant contracts over the past three years involving the specification, purchase, and/or use of USDA-designated biobased products. The offeror shall include a list of the biobased products specified, purchased, used, and installed. The following information shall also be provided: client name; point of contact familiar with the offeror's performance; total dollar amount of work performed; period of performance; and description of the work performed.

The content levels shall, at minimum, meet USDA BioPreferred's minimum biobased content level as identified on the [BioPreferred](https://www.biopreferred.gov/BioPreferred/) web site (<https://www.biopreferred.gov/BioPreferred/>). Note that the offered product is not required to be third-party certified and qualified under the USDA Certified Biobased Product Labeling Program. However, offerors must be able to demonstrate that the offered product meets minimum content levels upon request.

Offerors shall identify the EPEAT-registered product(s) by manufacturer, model name, and model number to be supplied under this contract. In addition, offerors shall specify the EPEAT level rating (bronze, silver, or gold) for each product.

In the technical proposal, offerors shall identify the FEMP-designated product(s) by brand, model name, and model number to be supplied under this contract. In addition, offerors shall provide supporting documentation, such as product specification sheets (or a link to supporting documentation), that clearly demonstrates compliance with the applicable FEMP energy efficiency requirements. Compliance must be determined based on the industry-recognized testing standards identified by FEMP.

Offerors shall identify the Safer Choice labeled product(s) by product name and manufacturer to be supplied under this contract. In addition, offerors shall provide evidence of product certification by EPA (i.e., Safer Choice Partnership Agreement or product listing on EPA's Safer Choice website).

PAYMENT FOR MATERIALS STORED OFF-SITE: Payment in advance of installation for materials stored off-site is not authorized under this contract.

SCHEDULE OF MATERIAL SUBMITTALS: The submittals contemplated by FAR 52.236-5, Material and Workmanship.

PROGRESS SCHEDULE: Progress schedule shall be completed and submitted to the Contracting Officer before the Pre-Construction Conference.

End of this section

M - SECTION M - Evaluation Factors for Award

M. 1

CRITERIA FOR EVALUATING PROPOSALS

1. EVALUATION FACTORS FOR AWARD

This solicitation is being issued pursuant to FAR Part 13.106-2 procedures. The Government anticipates award of a contract resulting from this solicitation to the responsible offeror whose quote conforms to the specifications that will be the most advantageous to the Government in accordance with FAR 13.106-2(b)(3) considering three major areas: technical acceptance, past performance and price. Quotes will be evaluated by performing a comparative evaluation in accordance with FAR 13.106-2(b)(3) to determine which quote represents the Lowest Price Technically Acceptable.

End of this section