

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. 12363N22Q4116	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 10/04/2022	PAGE OF PAGES 1 30	
	IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.				

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 1079305	6. PROJECT NO.
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7. ISSUED BY USDA-FS STEWARDSHIP CONTRACTING BR 1400 INDEPENDENCE AVE SW MS-1138 WASHINGTON DC 20250-1138	CODE 363N	8. ADDRESS OFFER TO breanne.parker@usda.gov
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9. FOR INFORMATION CALL: 	a. NAME BREANNE PARKER	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 541-805-4611
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SOLICITATION

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

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

Santa Fe National Forest Hermits Peak Burn Area Emergency Response Treatments

11. The Contractor shall begin performance 30 calendar days and complete it within 0 calendar days after receiving award, notice to proceed. The performance period is mandatory negotiable. (See _____.)

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES", indicate within how many calendar days after award in Item 12b.)</i>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	12b. CALENDAR DAYS 0
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by 1400 (hour) local time 10/18/2022 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee is, is not required.

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

d. Offers providing less than 0 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected .

OFFER (Must be fully completed by offeror)

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

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

AMOUNTS

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

19. ACKNOWLEDGEMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE.										

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

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA		
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()
26. ADMINISTERED BY USDA-FS STEWARDSHIP CONTRACTING BR 1400 INDEPENDENCE AVE SW MS-1138 WASHINGTON DC 20250-1138	CODE	363N	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 _____ 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.
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30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31a. NAME OF CONTRACTING OFFICER (Type or print) BREANNE PARKER		
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA BY	31c. DATE

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

12363N22Q4116

PAGE

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>ALL QUOTES SHALL BE EMAILED TO: BREANNE.PARKER@USDA.GOV ON OR BEFORE OCTOBER 18, 2022, 2:00 PM PACIFIC TIME. Since all documents will be submitted to me electronically. Please follow this naming convention for your attachments: 12363N22Q4116-2022HermitsPeak-VendorName-Quote Or 12363N22Q4116-2022HermitsPeak-VendorName-Technical . Be sure to fill out all required documentation. Required to be filled in below: Company Name: POC Name: Phone number: Email: UEI SAM # Disclosure of the Magnitude of Construction Project: Between \$10,000 and \$20,000 Technical POC/COR: Lisa Archuleta, Telephone Number:505-346-3850 Email: lisa.archuleta@usda.gov</p> <p>Contractual POC: Breanne Parker Contracting Officer, breanne.parker@usda.gov 541-805-4611 Delivery: 30 Days After Notice to Proceed Delivery Location Code: 8390 USDA FOREST SERVICE MAGDALENA RANGER DISTRICT P O BOX 45 203 1ST STREET MAGDALENA NM 87825-0001 US Period of Performance: 10/20/2022 to 11/30/2022 Delivery: 09/06/2022 Delivery Location Code: 8379 USDA FOREST SERVICE SANTA FE INTERAGENCY FIRE CTR 11 FOREST LANE SANTA FE NM 87508 US</p> <p>FOB: Destination Period of Performance: 10/20/2022 to 11/30/2022</p> <p>Storm Inspection and Response for Hermits Peak Calf Canyon BAER Implementation</p>				

Santa Fe NF – Hermits Peak Burn Area Emergency Response Treatments

Statement of Work

Section C - Description/Specifications/Statement of Work – Mapping

SCOPE OF CONTRACT

This project consists of roadside culvert inlet/outlet cleaning of paved/unpaved NFSR road 263 within the burn area in the vicinity of the Santa Fe National Forest in Northern New Mexico.

Work is necessary to stabilize the roads and drainages within the Fire Perimeter identified as part of the Burned Area Emergency Response [BAER] Assessment Team.

Work consists of **ditch cleaning, drainage structure and culvert cleaning**, but is not limited to, grading, rock raking, removal of rockslide/wood debris flood materials, reestablish/regrade rolling dips, water bars and stream crossing realignment, and replacing or repairing damaged or destroyed drainage structures. All material sources shall be commercial unless noted otherwise.

The contractor shall provide all labor, materials, equipment, permits, testing, incidentals, and supervision to perform the requirements of this SOW and associated task order award.

This contract provides for the equipment, labor, and services necessary to perform work ordered by the Government for restoring Forest Service roads, in compliance with the terms, specifications, drawings and provisions of this contract. Locations of work will be directed by the Forest Service.

PROJECT LOCATION

The project location is North of Albuquerque, New Mexico and within 1 to 3 hours driving time from Albuquerque (see vicinity map). The terrain varies and can have moderate hills on some areas and steep grades in others. Soil conditions vary as well, from soft and sandy to compacted and rocky. A general vicinity map is included with this solicitation. Carson and Santa Fe National Forest maps are also available to assist in locating the individual roads and are available for purchase.

PERIOD OF PERFORMANCE

Projected start date: October 19th, 2022.

Time for completion: 14 days from the issuance of the "Notice to Proceed".

REQUIREMENTS

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities to perform the Statement of Work/Specifications referenced below.

The Contractor shall minimize mechanical activity during rainy periods and the CO may shut down the operation if excessive soil disturbance and/or erosion problems occur.

The Contractor shall repair all associated damage on established roads, adjacent vegetation or other improvements caused by their operations or equipment prior to partial or final payment.

The Contractor shall provide technical submittals for all materials that may be furnished on this project for Forest Service review and approval prior to installation.

The Contractor shall legally dispose of all project related trash and debris off of Forest lands prior to final payment.

The Contractor shall adhere to the pertinent requirements addressed in the Fire Plan. Fire Plan restrictions may require work to cease at 12:00 pm or not be initiated at all on a high fire activity day.

The Contractor is responsible for traffic control and equipment staging requirements in work areas when working on National Forest System Lands.

There are some heritage resource areas that need to be monitored while working in the designated sensitive areas. If additional heritage resources are discovered during implementation, all project related work shall cease immediately and notification to the COR initiated.

The Contractor shall provide clean equipment for the project prior to driving on Forest and between project areas to prevent the introduction of invasive weeds to the Forest.

SECTION E - INSPECTION AND ACCEPTANCE

CLAUSES INCORPORATED BY REFERENCE

- 52.246-12 Inspection of Construction**
- 52.246-13 Inspection-Dismantling, Demolition, or Removal of Improvements.**

SECTION F - DELIVERIES OR PERFORMANCE

CLAUSES INCORPORATED BY REFERENCE

- 52.242-14 Suspension of Work (APR 1984)**

CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within **30** 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 **30 Calendar Days after the date the contractor receives the notice to proceed.** The time stated for completion shall include final cleanup of the premises.

SECTION G--CONTRACT

ADMINISTRATION DATA

CONTRACT REPRESENTATIVE

Contracting Officer (CO) responsible for this contract: Breanne Parker
USDA Forest Service-Stewardship and Disaster Recovery Branch
P.O. BOX 472
Helix, OR 97835
Telephone Number: 541-805-4611
Email: breanne.parker@usda.gov

Contracting Officer's Representative (COR) for this contract: Lisa Archuleta

USDA Forest Service
SANTA FE INTERAGENCY FIRE CTR
11 FOREST LANE
SANTA FE NM 87508
Email: lisa.archuleta@usda.gov

2. CONTRACTING OFFICER'S REPRESENTATIVE – LIAISON

The COR will act as a liaison between the U.S. Forest Service herein referred to as "Service" and the Contractor, and, when necessary, will provide technical direction to the Contractor. The COR, however, is not authorized to change any of the terms and conditions of the contract, issue new assignments of work, make decisions concerning disputes arising under the contract, or resolve differing site condition matters. Neither the presence nor absence of a government representative shall relieve the Contractor of its responsibilities under the contract.

3. JOB SITE ADMINISTRATION

The Government will designate a Construction Inspector (CI) (if applicable) who will be available at the site to inspect the work as it progresses. The CI will prepare an Inspector's Daily Log, beginning with the first day of the contract, detailing ground and weather conditions, work being performed, materials delivered, and notes of any problems or difficulties. Government inspections do not relieve the Contractor of responsibility for providing adequate quality control measures. At the end of every day of work on this contract, the Contractor's Superintendent, as defined below, shall contact the CI, review the daily log, and sign as the Contractor's representative. Unless the Contractor's Superintendent makes notations to the contrary on the daily log, the log shall be presumed to be accurate. The CI is not authorized to make technical decisions or give technical directions; the Contractor or the Contractor's Superintendent must contact the COR regarding such decisions and directions. The Contractor shall have a competent superintendent (hereinafter referred to as the "Contractor's Superintendent") who is (i) deemed acceptable to the Government; (ii) authorized to act on the Contractor's behalf; and (iii) be present on the job site at all times when contract work is being performed. (See Superintendence by the Contractor, Section I, Federal Acquisition Regulation (FAR) Clause 52.236-6.)

4. ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INTERNET PROCESSING PLATFORM (IPP)

Payment requests must be submitted electronically through the U.S. Department of the Treasury’s Invoice Processing Platform (IPP) System. “Payment request” means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions – Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

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

Prime contractor and subcontract payrolls (if applicable)

Payment Request Certification

Release of Claims (Final)

SF 1413 – Statement and Acknowledgment

Construction Schedule (Microsoft Project or other Industry Standard Software (if applicable)

Schedule of Values

Owner/Operator manuals (if applicable)

Warranty Certificates (if applicable)

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via e-mail ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

(End of Clause)

5. GOVERNMENT-FURNISHED PROPERTY (AGAR 452.245-70) (FEB 1988)

The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with the provisions of the "Government Property" FAR clause contained elsewhere in the contract.

<u>Property/Facilities/Services</u>	<u>Availability Location</u>	<u>Availability Time</u>
N/A	N/A	N/A

6. POST AWARD CONFERENCE (AGAR 452.215-73) (FEB 1988)

A post award conference with the successful offeror is required. It will be scheduled and held within **20** after the date of contract award. The conference will be held at mutually agreeable location.

SECTION H--SPECIAL CONTRACT REQUIREMENTS

H. 1 Fire Control

(a) Contractor's Responsibility for Contractor-Caused Fires. The Contractor, whether or not directed by the Forest Service, shall immediately extinguish, without expense to the Government, all fires on or in the vicinity of the project which are caused by Contractor's employees, whether set directly or indirectly as a result of Contractor operations. The Contractor may be held liable for all damages and costs of additional labor, subsistence, equipment, supplies, and transportation resulting from fires set or caused by the Contractor's employees or resulting from contract operations.

(b) Other Fires. For the purpose of fighting forest fires on or in the vicinity of the project which are not caused by the Contractor or the Contractor's employees, the Contractor when requested by the Contracting Officer shall place the employees and equipment temporarily at the disposal of the Forest Service. Payment for such services will be made by the Government at not less than the current rate for fire-fighting services established by the Forest Service in the area concerned.

Any employees and equipment furnished will be relieved from firefighting as soon as the Forest Service finds that it is practicable to employ other labor and equipment adequate for the protection of the area.

An equitable adjustment in contract time may be made for this period.

(c) Fire Protection Requirements - Fire Plan. At all times during closed fire season period, as specified by State law, the Contractor shall comply with each of the following provisions to the extent applicable to the Contractor's operation under the contract.

(1) Fire Tools. The Contractor will provide for each employee in the contract area at least one approved hand tool of a type appropriate in the contract area, such as shovel, Pulaski, or ax. Tools required and furnished under (2) and (4) below, shall count toward fulfillment of the above requirement. Where additional tools, beyond those required under (2) and (4) below, are to be provided, the Contractor shall seal such tools in one or more boxes painted red and marked "Tools for Fire Only." All tools required herein shall be kept sharp and in good serviceable condition and maintained at locations to be designated by the Forest Service.

(2) Fire Extinguishers and Tools on Mobile or Stationary Equipment. Each unit of powered equipment used in connection with this contract, including automobiles, trucks, tractors, etc., shall be equipped with serviceable tools and fire extinguishers as follows:

One - fire extinguisher, dry chemical type of not less than 2-1/2 pound capacity with 4 BC or higher rating. One - shovel, round point #0 lady or equal.

One - ax, 2 pounds or over, 26-inch minimum length, or one Pulaski.

One - water container (at least 1-gallon capacity), not required with stationary equipment.

(3) Spark Arresters. Each internal combustion engine shall be provided with a spark arrester or spark arresting device approved by the Forest Service. Exceptions where the Forest Service may approve mufflers, or other equipment in lieu of spark arresters qualified and rated under Forest Service Standard 5100-1a are: (a) small multi-position engines, such as chain saws, shall meet Society of Automotive Engineers J335b standards; (b) passenger-carrying vehicles and light trucks may have baffle-type mufflers with tail pipe; (c) heavy-duty trucks may have a vertical stack exhaust system and muffler, provided the exhaust stack extends above the cab of the

vehicle. An exhaust-driven turbocharger is considered to be a satisfactory spark arrester. Internal combustion engine exhaust systems, arresters, and other devices must be properly installed and maintained.

(4) Smoking. Smoking shall not be permitted within the contract area except on surfaced or dirt roads, at landings, within closed vehicles, in camps, or at other posted places, and shall never be allowed while working or traveling on foot.

(5) Storage of Petroleum and Other Highly Flammable Products. Gasoline, oil, grease, or other highly flammable material will be stored either in a separate building used exclusively for such storage, or at a site where all combustible debris and vegetation is cleared away within a radius of 25 feet. Fire extinguishers and/or sand barrels may be required at such locations specified by the Forest Service when unusually hazardous conditions exist.

(6) Debris Burning and Warming Fires. Burning permits will be required for all debris burning fires. Lunch and warming fires may be allowed in fireproofed areas during periods of low fire danger if and as specified in the fire plan. Such fires must not be left burning unattended.

(7) Under certain atmospheric conditions, smoke accumulations may become excessive and in these cases, the Regional Forester may, at his/her discretion, prohibit all open burning for definite periods within specific areas of the National Forest.

H.2 452.237-74 KEY PERSONNEL (FEB 1988)

(a) The Contractor shall assign to this contract the following key personnel: **Project Leader.**

(b) During the first ninety (15) 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-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 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)

H.3 Incidental Payment Items

The intent of the contract is to provide for the complete construction of the project described in the contract. Unless otherwise provided, the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies and perform all work required to complete the project in accordance with drawings, specifications, and provisions of the contract. Payment for contract work will be made only for and under those pay items included in the Schedule of Items. All other work and materials will be considered as incidental to and included in the payment for items shown.

H.4 Conformity With Drawings and Specifications

Unless working tolerances are specified, all work performed and materials furnished shall be in reasonably close conformity with lines, grades, cross sections, dimensions, and material requirements shown on the drawings, indicated in the specifications, or designated on the ground. "Reasonably close conformity" is compliance with reasonable and customary manufacturing and construction tolerances.

H.5 Samples, Tests, Cited Specifications

Reference made in the contract to specifications, standards, or test methods adopted by AASHTO, ASTM, GSA, or other recognized National technical associations, shall mean specifications, standards, or test methods (including interim or tentative issues) which are in effect on the date of the solicitation.

H.6 Barricades, Warning Signs, and Other Devices

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Roads closed to traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

The Contractor shall erect warning signs in advance to any place on the project where operations may interfere with the use of the road or trail by traffic and at all intermediate points where the new work crosses or coincides with an existing road or trail. All road barricades, warning signs, lights, temporary signals, flagmen and pilot car operators and equipment, and other protective devices, except for special devices, shall conform with Part VI of the Manual on Uniform Traffic Control Devices for Streets and Highways, published by the Federal Highway Administration and applicable safety codes.

Necessary warning signs and guards shall be posted during blasting operations to safeguard the public.

H.7 Weed-Free Equipment

In order to prevent the potential spread of noxious weeds into the project area, the Contractor shall be required to furnish the Contracting Officer with proof of weed-free equipment.

The following is considered proof of weed-free equipment:

The Contractor will be required to clean all construction equipment (equipment that operates off existing roads) prior to entry on the project area. This cleaning shall remove all dirt and plant parts and material that may carry noxious weed seeds into the project area. Only construction equipment inspected by the Contracting Officer will be allowed to operate within the project area. All subsequent move-ins of construction equipment shall be treated the same as the initial move-in.

Prior to initial move-in of all construction equipment, and all subsequent move-ins, the Contractor shall make equipment available for inspection at an agreed location.

H.8 Landscape Preservation

- (a) The Contractor shall confine operations to within the clearing limits or other areas designated in contract documents, and prevent the deposition of rocks, excavating materials, stumps, or other debris outside of these limits. Material, which falls outside of these limits, shall be retrieved, disposed of, or incorporated in the work as directed by the Contracting Officer.
- (b) Operation shall be scheduled and conducted to minimize erosion of soils and to prevent silting and muddying of streams, river, irrigation systems, and impoundments (lakes, reservoirs, etc.)

Pollutants such as fuels, lubricants, bitumens, raw sewage, and other harmful materials shall not be discharged into or near rivers, streams, and impoundments or into natural or manmade channels leading thereto. Wash water or waste water from concrete or aggregate operations shall not be allowed to enter live streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.

STORAGE AND STOCKPILING OF MATERIAL

Roadway and suitable areas adjacent to the site may be utilized for temporary stockpiling of materials as approved by the CO.

H-2 LOCAL DISPOSAL SITES

Not applicable

H-3 INDUSTRIAL CAMPS

Not applicable

H-4 PROSECUTION OF WORK – WORK HOUR LIMITS – WORK ITEM LIMITS

Construction activity may be performed Monday through Friday and shall be limited to the hours between 7:00 a.m. and 5:00 p.m., unless other hours are approved in writing by the COR. No work will be allowed on Federal Holidays unless approved by CO in writing.

H-5 UNUSUAL HAZARDOUS CONDITIONS

The following conditions have been identified as inherently hazardous to a degree that failure to take the proper precautions could lead to serious injury or loss of life. This listing shall not be construed as all inclusive. The Contractor shall provide a written job-specific hazard analysis and safety plan that addresses and conforms to the requirements of 29 CFR 1910 and 1926 and the clause entitled Accident Prevention (FAR 52.236-13) included herein. Appropriate actions shall be taken by the Contractor to implement this plan during performance and to take any and all other necessary steps to mitigate the dangers from hazards.

- Tree Mortality
- Burned Area

PART II--CONTRACT CLAUSES

CONTRACT CLAUSES

Solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular [2020-05](#)

CLAUSES INCORPORATED BY REFERENCE

- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statement
- 52.204-13 System for Award Management Maintenance
- 52.204-18 Commercial and Government Entity Code Maintenance
- 52.204-19 Incorporation by Reference of Representations and Certifications.
- 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.
- 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
- 52.209-10 Prohibition on Contracting With Inverted Domestic Corporations
- 52.211-18 Variation in Estimated Quantity
- 52.215-8 Order of Precedence-Uniform Contract Format
- 52.219-28 Post-Award Small Business Program Representation
- 52.222-3 Convict Labor
- 52.222-6 Construction Wage Rate Requirements
- 52.222-7 Withholding of Funds
- 52.222-8 Payrolls and Basic Records
- 52.222-9 Apprentices and Trainees
- 52.222-10 Compliance with Copeland Act Requirements
- 52.222-11 Subcontracts (Labor Standards)
- 52.222-12 Contract Termination--Debarment
- 52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations
- 52.222-14 Disputes Concerning Labor Standards
- 52.222-15 Certification of Eligibility
- 52.222-21 Prohibition of Segregated Facilities
- 52.222-26 Equal Opportunity
- 10k 52.222-27 Affirmative Action Compliance Requirements for Construction
- 52.222-30 Construction Wage Rate Requirements-Price Adjustment
- 52.222-50 Combating Trafficking in Persons
- 52.222-55 Minimum Wages Under Executive Order 13658
- 52.222-62 Paid Sick Leave Under Executive Order 13706
- 52.223-2 Affirmative Procurement of Biobased Products Under Service And Construction Contracts.
- 52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving
- 52.225-13 Restrictions on Certain Foreign Purchases
- 52.227-1 Authorization and Consent
- 52.232-5 Payments Under Fixed-Price Construction Contracts

52.232-23	Assignment of Claims
52.232-27	Prompt Payment for Construction Contracts
52.232-33	Payment by Electronic Funds Transfer—System for Award Management
52.232-39	Unenforceability of Unauthorized Obligations
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.233-1	Disputes
52.233-3	Protest After Award
52.233-4	Applicable Law for Breach of Contract Claim
52.236-2	Differing Site Conditions
52.236-3	Site Investigation and Conditions Affecting the Work
52.236-5	Material and Workmanship
52.236-7	Permits and Responsibilities
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements
52.236-10	Operations and Storage Areas
52.236-11	Use and Possession Prior to Completion
52.236-12	Cleaning Up
52.236-13	Accident Prevention
52.236-14	Availability and Use of Utility Services
52.236-16	Quantity Surveys
52.236-17	Layout of Work
52.236-26	Preconstruction Conference
52.243-5	Changes and Changed Conditions
52.244-6	Subcontracts for Commercial Items
52.245-1	Government Property
52.245-9	Use and Charges
52.246-21	Warranty of Construction
52.246-21	Warranty of Construction Alternate I
52.249-1	Termination for Convenience of the Government (Fixed Price) (Short Form). Alternate I
52.249-10	Default (Fixed-Price Construction) also check Alternate I
52.253-1	Computer Generated Form
452.236-71	Prohibition Against the Use of Lead-Based Paint.
452.236-72	Use of Premises.
452.236-73	Archeological or Historic Sites
452.236-74	Control of Erosion, Sedimentation, and Pollution
452.236-76	Samples and Certificates
452.236-77	Emergency Response

CLAUSES INCORPORATED BY FULL TEXT

52.222-31 Construction Wage Rate Requirements-Price Adjustment (Aug 2018)

(a) The wage determination issued under the Construction Wage Rate Requirements statute by the Administrator, Wage and Hour *Division*, U.S. Department of Labor, that is effective for an option to extend the term of the contract, will apply to that option period.

(b) The Contracting Officer will adjust the portion of the contract price or contract unit price(s) containing the labor costs subject to the Construction Wage Rate Requirements statute to provide for an increase in wages and fringe benefits at the exercise of each option to extend the term of the contract in accordance with the following procedures:

(1) The Contracting Officer has determined that the portion of the contract price or contract unit price(s) containing labor costs subject to the Construction Wage Rate Requirements statute is _____ [*Contracting Officer insert percentage rate*] percent.

(2) The Contracting Officer will increase the portion of the contract price or contract unit price(s) containing the labor costs subject to the Construction Wage Rate Requirements statute by the percentage rate published in _____ [*Contracting Officer insert publication*].

(c) The Contracting Officer will make the price adjustment at the exercise of each option to extend the term of the contract. This adjustment is the only adjustment that the Contracting Officer will make to cover any increases in wages and benefits as a result of-

(1) Incorporation of the Department of Labor's wage determination applicable at the exercise of the option to extend the term of the contract;

(2) Incorporation of a wage determination otherwise applied to the contract by operation of law; or

(3) An increase in wages and benefits resulting from any other requirement applicable to workers subject to the Construction Wage Rate Requirements statute.

(End of clause)

52.222-32 Construction Wage Rate Requirements-Price Adjustment (Aug 2018)

(a) The wage determination issued under the Construction Wage Rate Requirements statute by the Administrator, Wage and Hour *Division*, U.S. Department of Labor, that is effective for an option to extend the term of the contract, will apply to that option period.

(b)

(1) The Contractor states that if the prices in this contract contain an allowance for wage or benefit increases, such allowance will not be included in any request for contract price adjustment submitted under this clause.

(2) The Contractor shall provide with each request for contract price adjustment under this clause a statement that the prices in the contract do not include any allowance for any increased cost for which adjustment is being requested.

(c) The Contracting Officer will adjust the contract price or contract unit price labor rates to reflect the Contractor's actual increase or decrease in wages and fringe benefits to the extent that the increase is made to comply with, or the decrease is voluntarily made by the Contractor as a result of—

(1) Incorporation of the Department of Labor's Construction Wage Rate Requirements wage determination applicable at the exercise of an option to extend the term of the contract; or

(2) Incorporation of a Construction Wage Rate Requirements wage determination otherwise applied to the contract by operation of law.

(d) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(e) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a revised wage determination unless this notification period is extended in writing by the Contracting

Officer. The Contractor shall notify the Contracting Officer promptly of any decrease under this clause, but nothing in this clause precludes the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records that the Contracting Officer may reasonably require. Upon agreement of the parties, the Contracting Officer will modify the contract price or contract unit price in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(f) Contract price adjustment computations shall be computed as follows:

(1) *Computation for contract unit price per single craft hour for schedule of indefinite-quantity work.* For each labor classification, the difference between the actual wage and benefit rates (combined) paid and the wage and benefit rates (combined) required by the new wage determination shall be added to the original contract unit price if the difference results in a combined increase. If the difference computed results in a combined decrease, the contract unit price shall be decreased by that amount if the Contractor provides notification as provided in paragraph (e) of this clause.

(2) *Computation for contract unit price containing multiple craft hours for schedule of indefinite-quantity work.* For each labor classification, the difference between the actual wage and benefit rates (combined) paid and the wage and benefit rates (combined) required by the new wage determination shall be multiplied by the actual number of hours expended for each craft involved in accomplishing the unit-priced work item. The product of this computation will then be divided by the actual number of units ordered in the preceding contract period. The total of these computations for each craft will be added to the current contract unit price to obtain the new contract unit price. The extended amount for the line item will be obtained by multiplying the new unit price by the estimated quantity. If actual hours are not available from the preceding contract period for computation of the adjustment for a specific contract unit of work, the Contractor, in agreement with the Contracting Officer, shall estimate the total hours per craft per contract unit of work.

52.222-36 Equal Opportunity for Worker 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)

52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items. (May 2008)

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

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall-

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to [*Contracting Officer complete in accordance with agency procedures*].

(End of clause)

52.225-9 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 any article, material, or supply incorporated directly into construction materials.

"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--

(3) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (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

(4) 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 nonavailability 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 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			
<u>Construction Material Description</u>	<u>Unit of Measure</u>	<u>Quantity</u>	<u>Price (Dollars)*</u>
<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)

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

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

Federal Acquisition Regulations
<https://www.acquisition.gov/far>

Agriculture Acquisition Regulations
<https://www.acquisition.gov/far>

(End of Clause)

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

52.204-16 Commercial and Government Entity Code Reporting.

52.236-28 Preparation of Proposals-Construction.

52.204-8 Annual Representations and Certifications. (Mar 2020)

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

(2) The small business size standard is \$39.5 Million

(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, is 500 employees.

(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 solicitations that include the clause at 52.204-7.)

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

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates 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 Certifications. This provision applies to all solicitations.

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

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

[Contracting Officer check as appropriate.]

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

(ii) 52.204-20, Predecessor of Offeror.

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

Products.

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

FAR Clause # Title Date Change

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

(End of provision)

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

52.204-26 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)

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

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

Contract line item(s): _____

-- NAICS Code **237310.**

-- Size Standard **\$39.50M.**

(End of provision)

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

PROVISIONS INCORPORATED BY REFERENCE

- 52.204-7 System for Award Management
- 52.204-22 Alternative Line Item Proposal
- 52.215-1 Instructions to Offerors -- Competitive Acquisition.

PROVISIONS INCORPORATED BY FULL TEXT

52.216-1 Type of Contract (Apr 1984)

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

(End of Provision)

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

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

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

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

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

(End of Provision)

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

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

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

Goals for minority participation for each trade

Goals for female participation for each trade

<u>Minorities</u>	<u>45.9%</u>
<u>Females</u>	<u>6.9%</u>

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

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

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Mono County, Bridgeport, CA

(End of Provision)

52.236-27 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: Lisa Archuleta

Telephone: _____ 505-346-3850 _____

(End of Provision)

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

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

Federal Acquisition Regulations

<https://www.acquisition.gov/far>

Agriculture Acquisition Regulations

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

(End of provision)

452.204-70 Inquiries (Feb 1988)

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

452.215-71 Instructions for the Preparation of Technical and Business Proposals. (SEP 1999)

(a) General Instructions. Proposals submitted in response to this solicitation shall be furnished in the following format with the numbers of copies as specified below.

(1) The proposal must include the contractors past performance and price.

Provide details on quality of work performed on similar projects within the last two years. For each relevant project, the Contractor is requested to provide: a) agency/company contact point (name and telephone number); b) period of performance; c) dollar value of contract; d) contract number or reference; e) a description of the project and relevancy to the current project. Address specific performance failures and how you mitigated the cause of those failures. Provide detail regarding timeliness, quality and working relationships with your customers on these projects.

Complete pages 1-4 signed and returned to breanne.parker@usda.gov

(End of Provision)

**PART III--LIST OF DOCUMENTS, EXHIBITS, AND
OTHER ATTACHMENTS**

J-1 LIST OF ATTACHMENTS (AGAR 452.252-70) (FEB 1988)

ITEMS :	PAGES :
1. List of Specifications and Supplemental Project Specifications (Mobilization, Drainage Structure Maintenance, Restore Drainage Function)	5
2. Federal Road and Bridges Specifications	1
3. Wage Determination (Davis Bacon Act) – NM20220036 02/25/2022	7
4. Fire Plan	4
5. Map	1
6. Work Location Spreadsheet	1

SECTION M--EVALUATION FACTORS FOR AWARD

EVALUATION OF OFFERS

The Government will evaluate offers based on the best overall value to the Government, price and other factors considered. Factors to be considered include:

(1) *Past Performance and Company Experience:*

The Government will perform a performance confidence assessment of the offeror's probability of successfully meeting the contract requirements, considering the degree of success of the offeror's recent relevant experience. The Government will assess the past performance on projects submitted and reserves the right to conduct telephone interviews with points of contact identified in the proposal, review other recent projects rated in CPARS or other agency performance databases, review and/or contact offeror furnished references and/or utilize personal knowledge.

The rating system used for the performance confidence assessment is described below.

- **Substantial Confidence:** Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
- **Satisfactory Confidence:** Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
- **Unknown Confidence (Neutral):** No recent/relevant performance record is available, or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.
- **Limited Confidence:** Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
- **No Confidence:** Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

(2) *Price*

An award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors