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PART I—THE SCHEDULE
SECTION B--SUPPLIES OR SERVICES AND PRICES/COSTS

Pintler District Ranger Station - Water Supply System Replacement
Beaverhead-Deerlodge National Forest
Granite County, Montana

B.1 SCHEDULE OF ITEMS

ITEM NO.	DESCRIPTION	PAY UNIT	QTY. TYPE	EST. QTY.	UNIT PRICE	TOTAL PRICE
1	Mobilization	Lump Sum	AQ	All	$_____	$_____
2	Construction Survey and Staking	Lump Sum	AQ	All	$_____	$_____
3	6-Inch Waterline, PVC	Foot	AQ	10	$_____	$_____
4	4-Inch Waterline, Polyethylene (Open-cut installation)	Foot	AQ	310	$_____	$_____
5	4-Inch Waterline, Polyethylene (Directional drilling installation)	Foot	AQ	190	$_____	$_____
6	2-Inch Waterline, Polyethylene (Open-cut installation)	Foot	AQ	150	$_____	$_____
7	1-1/2-Inch Waterline, Polyethylene (Open-cut installation)	Foot	AQ	100	$_____	$_____
8	1-Inch Waterline, Polyethylene (Open-cut installation)	Foot	AQ	395	$_____	$_____
9	1-Inch Waterline, Polyethylene (Directional drilling installation)	Foot	AQ	25	$_____	$_____
10	4-Inch Valve, Gate w/Box	Each	AQ	1	$_____	$_____
11	2-Inch Valve, Gate w/Box	Each	AQ	1	$_____	$_____
12	2-Inch Valve, Curb w/ Box	Each	AQ	1	$_____	$_____
13	1-1/2-Inch Valve, Curb w/ Box	Each	AQ	1	$_____	$_____
14	1-Inch Valve, Curb w/ Box	Each	AQ	2	$_____	$_____
15	6" Fire Hydrant w/ Auxiliary Gate Valve	Each	AQ	1	$_____	$_____
16	1-inch Frost-Free Hydrant w/ Backflow Preventer	Each	AQ	2	$_____	$_____
17	6" x 6" Tee	Each	AQ	1	$_____	$_____
18	6" x 4" Tee	Each	AQ	1	$_____	$_____
19	4" x 4" Tee	Each	AQ	1	$_____	$_____

20	4" x 2" Tee	Each	AQ	4	$_____	$_____
21	2" x 2" Tee	Each	AQ	1	$_____	$_____
22	1" x 1" Tee	Each	AQ	2	$_____	$_____
23	4" x 1-1/2" Reducer	Each	AQ	1	$_____	$_____
24	4" x 1" Reducer	Each	AQ	1	$_____	$_____
25	2" x 1" Reducer	Each	AQ	1	$_____	$_____
26	2" Blind Flange	Each	AQ	2	$_____	$_____
27	4" x 90º Bend	Each	AQ	1	$_____	$_____
28	4" x 11.25º Bend	Each	AQ	3	$_____	$_____
29	1" x 90º Bend	Each	AQ	3	$_____	$_____
30	6" Cap	Each	AQ	1	$_____	$_____
31	Remove Existing Meter Pits	Lump Sum	AQ	All	$_____	$_____
32	Water Meter and Pressure Reducing Valve Vault	Each	AQ	1	$_____	$_____
33	Install 2" Service into Garage/Shop w/ Demolition and Rehab	Lump Sum	AQ	All	$_____	$_____
34	Install 1-1/2" Service into District Office w/ Demolition and Rehab	Lump Sum	AQ	All	$_____	$_____
35	Install 1" Service into Warehouse/Garage w/ Demolition and Rehab	Lump Sum	AQ	All	$_____	$_____
36	Connect to Existing 2" Curb Stop at Bunkhouse	Lump Sum	AQ	All	$_____	$_____
37	Connect to Existing Horse Waterer	Lump Sum	AQ	All	$_____	$_____
38	Remove Existing Hydrants	Lump Sum	AQ	All	$_____	$_____
39	Type C Surface Restoration	LF	AQ	955	$_____	$_____

B-2 NOTES: Payment for bond premiums in accordance with Clause 52.232-5, Payments under Fixed-Price Construction Contracts, shall not be in addition to the contract price. Include bond payments under Pay Item #1 Mobilization.
One award will be made from this solicitation, contractors must submit pricing for all items.

Price quotation furnished by:

Vendor Name_____ Phone (___)_____

Contact Name & E-mail _____ UEI #_____

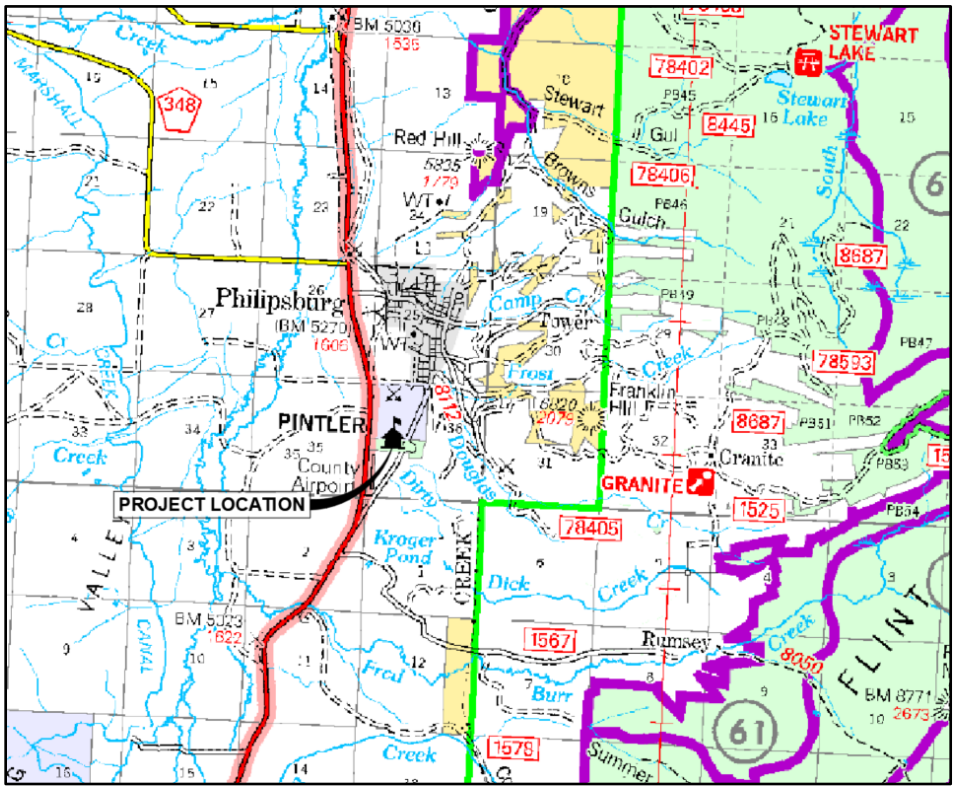
SECTION C--DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SCOPE OF CONTRACT

The work of this contract consists of replacing the potable water distribution system at the Pintler District Ranger Station. The project scope consists of what is shown on the plans, stated in the specifications, and summarized below. Provide all labor, materials, and equipment needed to complete the work. The system serves the administrative portion of the ranger station complex and is connected to the Town of Philipsburg's municipal water system at the property boundary. The Town's water line to the property boundary was replaced in 2006. The work shall consist of replacing all the supply system lines serving the administrative portion of the station, connecting to the existing plumbing inside of the buildings or other outside usage devices as shown, with all appropriate safety and reclamation measures taken.

C.2 PROJECT LOCATION

The Pintler Ranger District Station is located at 88 Business Loop, Philipsburg, Granite County, MT 59858.



C.3 MAGNITUDE OF CONSTRUCTION PROJECT

Between $100,000 and $250,000.

C.4 PRE-QUOTE SITE VISIT

A Pre-Quote site tour of the project will be held May 22, 2023, at 1:00 PM. On site at Pintler Ranger District 88-10A Business Loop, in Philipsburg, MT. Please meet behind the main office at the warehouse parking lot.

C.5 START WORK

It is anticipated that the Notice to Proceed will be issued on or before July 5, 2023.

C.6 CONTRACT TIME

Work shall be completed within 110 calendar days. On or before October 31, 2023.

C.7 PROJECT SPECIFICATIONS

The following specifications are a part of this solicitation and any resultant contract and are attached.

DIVISION 01 - GENERAL REQUIREMENTS
Section 01110 Summary of Work
Section 01275 Measurement and Payment
Section 01330 Submittals
Section 01410 Regulatory Requirements
Section 01420 References
Section 01430 Quality Assurance
Section 01450 Quality Control
Section 01500 Temporary Facilities and Controls
Section 01660 Product Storage and Handling Requirements
Section 01712 Field Engineering
Section 01740 Cleaning and Waste Management
Section 01770 Closeout Procedures

DIVISION 2 – SITE CONSTRUCTION
Section 02221 Trench Excavation and Backfill for Pipelines & Appurtenant Structures
Section 02449 Horizontal Direction Drilling
Section 02615 Interior Piping, Valves and Accessories
Section 02660 Water Distribution Systems
Section 02665 HDPE Piping
Section 02910 Seeding

DIVISION 03 – CONCRETE
Section 03310 Structural Concrete

C-8 PROJECT DRAWINGS

The following drawings are a part of this solicitation and any resultant contract and are attached.

SHEET 1	COVER
SHEET 2	GENERAL NOTES AND LEGEND
SHEET 3	EXISTING SITE PLAN
SHEET 4	PROPOSED WATER DISTRIBUTION SYSTEM

SHEET 5	NORTH WATER LINE PLAN AND PROFILE
SHEET 6	SOUTH WATER LINE PLAN AND PROFILE
SHEET 7	CIVIL DETAILS
SHEET 8	CIVIL DETAILS
SHEET 9	CIVIL DETAILS - OFFICE WATER SERVICE
SHEET 10	CIVIL DETAILS - OFFICE WATER SERVICE PICTURES
SHEET 11	CIVIL DETAILS - GARAGE-SHOP WATER SERVICE
SHEET 12	CIVIL DETAILS - GARAGE-SHOP WATER SERVICE PICTURES
SHEET 13	CIVIL DETAILS - WAREHOUSE-GARAGE WATER SERVICE
SHEET 14	CIVIL DETAILS - WAREHOUSE-GARAGE WATER

452.211-72 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.

452.211-73 Attachments to Statement of Work/Specifications (FEB 1988)
The attachments to the Statement of Work/Specifications listed in Section J are hereby made part of this solicitation and any resultant contract.

SECTION D--PACKAGING AND MARKING

D.1 PACKING AND MARKING
All shipments of materials, equipment and/or supplies shall be addressed to the Contractor and not to the Government.

D.2 PROJECT LABELING FOR OFFICIAL CORRESPONDENCE
The Government singularly identifies each project with a contract number at time of award. The contract number is a unique identifier to represent an awarded project purposely and permanently. The Government issued contract number is to be referenced on all official communication starting upon notice of award.

SECTION E--INSPECTION AND ACCEPTANCE

E.1 CLAUSES

52.246-12 Inspection of Construction (AUG 1996)
52.246-13 Inspection-Dismantling, Demolition, or Removal of Improvements (AUG 1996)

SECTION F--DELIVERIES OR PERFORMANCE

F.1 CLAUSES

52.211-13 Time Extensions (SEP 2000)
52.211-18 Variation in Estimated Quantity (APR 1984)
52.242-14 Suspension of Work (APR 1984)

52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984)
The Contractor shall be required to (a) commence work under this contract within _10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than October 31,2023. The time stated for completion shall include final cleanup of the premises.

Alternate I (APR 1984) The completion date assumes that the successful offeror will receive the notice to proceed by July 5, 2023. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

SECTION G--CONTRACT ADMINISTRATION DATA

G.1 CLAUSES

452.215-73 Post Award Conference (NOV 1996)
A post award conference with the successful offeror is required. The conference will be held onsite at a later date TBD by the project COR.

SECTION H--SPECIAL CONTRACT REQUIREMENTS

H.1 CLAUSES

452.228-71 Insurance Coverage (NOV 1996)
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 coverage written on a comprehensive form of policy of at least $500,000 per occurrence. (2) The Contractor shall have at a minimum; property damage liability insurance shall be required in the amount of $500,000 per occurrence.
(c) Automobile Liability. The Contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage or loss.
(d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least $200,000 per person and $500,000 per occurrence for bodily injury, other than passenger injury. Coverage for passenger injury shall be at least $200,000 multiplied by the number of seats or passengers, whichever is greater.

PART II--CONTRACT CLAUSES

SECTION I--CONTRACT CLAUSES

I.1 CLAUSES

52.252-2 Clauses Incorporated by Reference (FEB 1998)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) Clauses:
https://www.acquisition.gov/browse/index/far (FAR clauses begin with 52)
Department of Agriculture Acquisition Regulation (AGAR) Clauses:
https://www.acquisition.gov/agar (AGAR clauses begin with 452)
FAR and AGAR Deviations to clauses may be viewed at: Policies & Regulations | USDA

52.203-7	Anti-Kickback Procedures (JUN 2020)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 2020)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
52.204-13	System for Award Management Maintenance (OCT 2018)
52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014)
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021)
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
52.215-8	Order of Precedence—Uniform Contract Format (OCT 1997)
52.219-6	Notice of Total Small Business Set-Aside (NOV 2020)
52.219-14	Limitations on Subcontracting (OCT 2022) ☐ By the end of the base term of the contract and then by the end of each subsequent option period; or ☒ By the end of the performance period for each order issued under the contract.
52.219-28	Post Award Small Business Program Representation (MAR 2023)
52.222-3	Convict Labor (JUN 2003)
52.222-4	Contract Work Hours and Safety Standards -- Overtime Compensation (MAY 2018)
52.222-6	Construction Wage Rate Requirement (AUG 2018)
52.222-7	Withholding of Funds (MAY 2014)
52.222-8	Payrolls and Basic Records (JUL 2021)
52.222-9	Apprentices and Trainees (JUL 2005)
52.222-10	Compliance with Copeland Act Requirements (FEB 1988)

52.222-11	Subcontracts (Labor Standards) (MAY 2014)
52.222-12	Contract Termination - Debarment (MAY 2014)
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations (MAY 2014)
52.222-14	Disputes Concerning Labor Standards (FEB 1988)
52.222-15	Certification of Eligibility (MAY 2014)
52.222-21	Prohibition of Segregated Facilities (APR 2015)
52.222-26	Equal Opportunity (APR 2016)
52.222-27	Affirmative Action Compliance Requirements for Construction (APR 2015)
52.222-35	Equal Opportunity for Veterans (JUN 2020)
52.222-36	Equal Opportunity for Workers with Disabilities (JUN 2020)
52.222-37	Employment Reports on Veterans (JUN 2020)
52.222-50	Combating Trafficking in Persons (NOV 2021)
52.222-54	Employment Eligibility Verification (MAY 2022)
52.222-55	Minimum Wages for Contractor Workers under Executive Order 14026 (JAN 2022)
52.222-62	Paid Sick Leave under Executive Order 13706 (JAN 2022)
52.223-2	Affirmative Procurement of Biobased Products under Service and Construction Contracts (SEP 2013)
52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2011)
52.223-15	Energy Efficiency in Energy Consuming Products (MAY 2020)
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (AUG 2018)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020)
52.225-13	Restrictions on Certain Foreign Purchases (FEB 2021)
52.227-4	Patent Indemnity -- Construction Contracts (DEC 2007)
52.228-2	Additional Bond Security (OCT 1997)
52.228-12	Prospective Subcontractor Requests for Bonds (DEC 2022)
52.228-14	Irrevocable Letter of Credit (NOV 2014)
52.232-5	Payments under Fixed-Price Construction Contracts (MAY 2014)
52.232-23	Assignment of Claims (MAY 2014)
52.232-27	Prompt Payment for Construction Contracts (JAN 2017)
52.232-33	Payment by Electronic Funds Transfer – System for Award Management (OCT 2018)
52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (MAR 2023)
52.233-1	Disputes (MAY 2014) Alt 1 (DEC 1991)
52.233-3	Protest after Award (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.236-2	Differing Site Conditions (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-5	Material and Workmanship (APR 1984)
52.236-6	Superintendence by the Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)

52.236-8	Other Contracts (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-11	Use and Possession Prior to Completion (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-13	Accident Prevention (NOV 1991)
52.236-14	Availability and Use of Utility Services (APR 1984)
52.236-17	Layout of Work (APR 1984)
52.236-21	Specifications and Drawings for Construction (FEB 1997)
52.243-5	Changes and Changed Conditions (APR 1984)
52.244-6	Subcontracts for Commercial Products and Commercial Services (MAR 2023)
52.246-21	Warranty of Construction (MAR 1994) Alternate I (MAR 1994)
52.248-3	Value Engineering – Construction (OCT 2020)
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984) Alternate I (SEP 1996)
52.249-10	Default (Fixed-Price Construction) (APR 1984) Alternate I (APR 1984)
52.253-1	Computer Generated Forms (JAN 1991)
452.232-70	Reimbursement for Bond Premiums – Fixed-Price Construction Contracts (NOV 1996)
452.236-70	Additive or Deductive Items (FEB 1988)
452.236-71	Prohibition Against the Use of Lead-Based Paint (NOV 1996)
452.236-72	Use of Premises (NOV 1996)
452.236-73	Archaeological or Historic Sites (FEB 1988)
452.236-74	Control of Erosion, Sedimentation, and Pollution (NOV 1996)
452.236-76	Samples and Certificates (FEB 1988)
452.236-77	Emergency Response (NOV 1996)

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 Lisa Rakich, Contracting Officer.

52.225-9 Buy American Act-Construction Materials (OCT 2022)

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

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

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

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

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

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

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

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

Cost of components means—

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

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

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

Domestic construction material means—

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

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

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

(A)The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the

same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

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

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

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

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

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

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

(b) Domestic preference.

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

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

_____*None*_____

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

(i) The cost of domestic construction material would be unreasonable.

(A) *For domestic construction material that is not a critical item or does not contain critical components*.

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

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)*(1)* of this clause.

(3) The procedures in paragraph (b)(3)(i)(A)*(2)* of this clause will no longer apply as of January 1, 2030.

(B) *For domestic construction material that is a critical item or contains critical components.*

(1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)*(1)* of this clause.

(3) The procedures in paragraph (b)(3)(i)(B)*(2)* of this clause will no longer apply as of January 1, 2030.

(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)*
Item1			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item 2			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[**Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued*)].
[*List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*]
[*Include other applicable supporting information.*

52.228-11 Individual Surety - Pledge of Assets (FEB 2021) (DEVIATION APR 2020)

(a) The Contractor shall obtain from each person acting as an individual surety on a performance bond or a payment bond -

(1)A pledge of assets that meets the eligibility, valuation, and security requirements described in the Federal Acquisition Regulation (FAR) 28.203-1; and

(2) Standard Form 28, Affidavit of Individual Surety, **[except that the words "being duly sworn, depose and say" on the Standard Form 28 are replaced with the word "affirm" and the Standard Form 28 is not required to be sworn and notarized in block 12]**.

(b)The Contracting Officer may release a portion of the security interest on the individual surety's assets based upon substantial performance of the Contractor's obligations under its performance bond. The security interest in support of a performance bond shall be maintained—

(1) Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding $150,000 (40 U.S.C. 3131). Until completion of any warranty period, or for 1 year following final payment, whichever is later.

(2) Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1)). For the full contract performance period plus 1 year.

(3) Other contracts not subject to the requirements of paragraph (b)(1) of this clause. Until completion of any warranty period, or for 90 days following final payment, whichever is later.

(c) A surety's assets pledged in support of a payment bond may be released to a subcontractor or supplier upon Government receipt of a Federal district court judgment, or a sworn statement by the subcontractor or supplier that the claim is correct along with a notarized authorization of the release by the surety stating that it approves of such release. The security interest on the individual surety's assets in support of a payment bond shall be maintained—

(1) Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding $150,000 which require performance and payment bonds (40 U.S.C. 3131). For 1 year following final payment, or until resolution of all pending claims filed against the payment bond during the 1-year period following final payment, whichever is later.

(2) Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1)). For the full contract performance period plus 1 year.

(3) Other contracts not subject to the requirements of paragraph (c)(1) of this clause. For 90 days following final payment.

(d)The Contracting Officer may allow the Contractor to substitute an individual surety, for a performance or payment bond, after contract award. The Contractor shall comply with the requirements of paragraph (a) of this clause within the timeframe established by the Contracting Officer.

52.228-13 Alternative Payment Protections (JUL 2000)

(a) The successful Contractor shall submit one of the following payment protections
___SF-25A, or Irrevocable Letter of Credit

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within 10 days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.
(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.
(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

52.228-15 Performance and Payment Bonds Construction (JUN 2020) (DEVIATION APR 2020)
(a)*Definitions.* As used in this clause --
"Original contract price" means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.
(b) *Amount of required bonds*. Unless the resulting contract price is valued at or below the threshold specified in Federal Acquisition Regulation 28.102-1(a) on the date of award of this contract, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance Bonds (Standard Form 25**, EXCEPT THAT A SEAL IS NOT REQUIRED**)*. The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.
(2) *Payment Bonds (Standard Form 25-A, **EXCEPT THAT A SEAL IS NOT REQUIRED***). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.
(3) *Additional bond protection.*

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.
(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.
(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of Treasury
Financial Management Service

Surety Bond Branch
3700 East West Highway, Room 6F01
Hyattsville, MD 20782
Or via the internet at http://www.fms.treas.gov/c570/.

(e) *Notice of subcontractor waiver of protection (40 U.S.C. 3133(c))*. Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

52.228-17 Individual Surety – Pledge of Assets (Bid Guarantee) (FEB 2021)

(a)Offerors shall obtain from each person acting as an individual surety on a bid guarantee—

(1) A pledge of assets that meets the eligibility, valuation, and security requirements described in the Federal Acquisition Regulation (FAR) 28.203-1; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b)The Offeror shall include with its offer the information required at paragraph (a) of this provision within the timeframe specified in the provision at FAR 52.228-1, Bid Guarantee, or as otherwise established by the Contracting Officer.

(c)The Contracting Officer may release the security interest on the individual surety's assets in support of a bid guarantee based upon evidence that the offer supported by the individual surety will not result in contract award.

52.252-6 Authorized Deviations in Clauses (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Agriculture Acquisition Regulation (48 CFR 4) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

452.204-70 Modification for Contract Closeout (DEVIATION JUL 2022)

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

(a) If unobligated funds in the amount of $1000 or less remain on the contract, the Contracting Officer (CO) shall issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but will not be required to provide a signature. The CO shall immediately proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

(b) If unobligated funds of more than $1000 remain on the contract, the CO shall issue a bilateral modification for deobligation. The contractor will receive a copy of the modification and will be required to provide a signature. (The CO may also request a Release of Claims be completed by the contractor, although not required for contract and orders using SAP procedures.) If the bilateral modification and Release of Claims are not returned to the CO within 60 days, the CO shall release the modification as unilateral and proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

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

SECTION J--LIST OF ATTACHMENTS

J.1	Specifications	94 Pages
J.2	Plans/Drawings	14 Pages
J.3	Heavy Davis Bacon Wage # MT 20230075	7 Pages
J.4	Experience Questionnaire	2 Pages

PART IV--REPRESENTATIONS AND INSTRUCTIONS

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

K.1 PROVISIONS

52.204-8 Annual Representations and Certifications (MAR 2023) (DEVIATION DEC 2022)
(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 237110, Water & Sewer Line & Related Structures Construction.

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

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition -

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) ☒ Paragraph (d) applies.

(ii) ☐ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless–

(A) The acquisition is to be made under the simplified acquisition procedures in part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal

Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;
(B) Exceed the simplified acquisition threshold; and
(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.
(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.
(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). (DEVIATION DEC 2022) This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied Part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied Part 19 in accordance with 19.000(b)(1)(ii).
(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the

simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

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

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

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

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

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

(A) If the acquisition value is less than $50,000, the basic provision applies.

(B) If the acquisition value is $50,000 or more but is less than $92,319, the provision with its Alternate II applies.

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

☐ (vii) 52.227-6, Royalty Information.
☐ (A) Basic.
☐ (B) Alternate I.
☐ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

FAR Clause # Title Date Change

_____

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

DEVIATION NOV 2022] *Offerors that are representing as Small Business Joint Venture or Service Disabled Veteran Owned Small Business Joint Venture should submit their socio-economic status in the space provided above until such time that SAM.gov has been updated to include the joint venture representations contained within provision 52.219-1 paragraph (c).*

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020)

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

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) Representation. The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (c)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (c)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—
(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—
(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—
(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022)

(a) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise, successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line-item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(b) *Waiver of evaluation preference*. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes.

☐ Offeror elects to waive the evaluation preference.

(c) *Joint venture.* A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.

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

L.1 PROVISIONS

52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) Clauses:
https://www.acquisition.gov/browse/index/far (FAR clauses begin with 52)
Department of Agriculture Acquisition Regulation (AGAR) Clauses:
https://www.acquisition.gov/agar (AGAR clauses begin with 452)
FAR and AGAR Deviations to provisions may be viewed at: Policies & Regulations | USDA

52.204-7 System for Award Management (OCT 2018)
52.204-16 Commercial and Government Entity Code Reporting (AUG 2020)
52.204-22 Alternative Line-Item Proposal (JAN 2017)
52.211-6 Brand Name or Equal (AUG 1999)

L.2 QUOTE PREPARATION INSTRUCTIONS:

1) Offeror must have an active entity registration at https://www.sam.gov/SAM/ in order to submit an offer.

2) All offers shall include:

a) Price Proposal

i) Signed Standard Form 18, Request for Quotation (blocks 13-15).

ii) Section B - Schedule of Items, all blocks must be completed by the offeror. All Items must be priced.

iii) Section K - Offeror Representations and Certifications – Complete the requested information in each applicable provision in Section K (52.204-8, 52.204-24, 52.219-4). **Only return the applicable provisions, not the entire solicitation.**

iv) Acknowledgement of solicitation amendments (if any). This can be accomplished by submitting the signed SF-30(s) from sam.gov with your price proposal.

v) Scanned copy of fully executed Bid Guarantee for offers over $150,000 (Standard Form 24 and Power of Attorney in Fact).

b) Technical Proposal
The technical proposal shall include, at a minimum, the information identified below in sufficient detail to allow for evaluation based on the criteria identified in Section M Evaluation Criteria. It is strongly suggested that offerors organize their technical proposal with individual sections **that address each of the following evaluation criteria**:

i) Factor 1. Past Performance: submit a list of relevant past work the contractor has performed with the past 5 years along with contact information so the government may contact prior customers to evaluate past performance. Information should include the project name, location, description of the work, dollar value and name/phone/email of project owner representative.

ii) Factor 2. Experience: Submit a short narrative providing details of the experience the firm has (either as a prime or sub-contractor) for work similar in nature and scope in geographical conditions similar to this requirement (remote location, damp climate, similar logistical challenges for transporting equipment and materials, care and feeding of crew, etc.).

iii) Factor 3. Technical Approach to Performing the Work: At a minimum, describe your planned approach to performing this work. Include the type of equipment to be used, key personnel and their qualifications, logistics of equipment and supply delivery, crew accommodations, major sub-contractors and their roles, biobased products to be used in the accomplishment of the work, and anticipated schedule of work.

(3) The price and technical proposals shall be separate documents (Microsoft Word, Microsoft Excel, or Adobe PDF) and shall be submitted as specified in block 10 of the SF-18. It is the vendor's responsibility to ensure delivery of all required documents by the date and time set for receipt of offers.

(4) Contact the Contracting Officer by telephone or by e-mail if you do not understand any part of these instructions.

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 because of an offeror's request for a wage determination for a secondary site of the work.

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 are, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
2.7 %	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 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 ofits 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 Montana, Granite County, Philipsburg.

52.225-10 Notice of Buy American Act 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.

52.228-1 Bid Guarantee (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.*, bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department

regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds –

(1) To unsuccessful bidders as soon as practical after the opening of bids, and (2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be **20%** **percent of the bid price** or $3,000,000, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

52.252-5 Authorized Deviations in Provisions (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Agriculture Acquisition Regulation (48 CFR Chapter 4) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

452.228-70 Alternative Forms of Security (NOV 1996)

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

Pre-Quote Conference

(a) The Government is planning a pre-quote conference, during which potential offerors may obtain a better understanding of the work required.

(b) Offerors are encouraged to submit all questions in writing at least five (5) days prior to the conference. Questions will be considered at any time prior to or during the conference; however, offerors will be asked to confirm verbal questions in writing. Subsequent to the conference, an amendment to the solicitation containing an abstract of the questions and answers, and a list of attendees, will be disseminated.

(c) In order to facilitate conference preparations, it is requested that the person named on the Standard Form 18 of this solicitation be contacted and advised of the number of persons who will attend.

(d) The Government assumes no responsibility for any expense incurred by an offeror prior to contract award.

(e) Offerors are cautioned that, notwithstanding any remarks or clarifications given at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the offeror to seek clarification prior to submitting an offer.

(f) The conferences will be held at the following locations for the corresponding line items and Forests listed in the Schedule of Items:

Date: May 22, 2023
Time: 1:00 PM
Location: 88-10A Business Loop, Philipsburg, MT

Solicitation in Advance of Funding
Notice to Offeror(s)/Supplier(s): Funds are not presently available for this effort. No award will be made under this solicitation until funds are available. The Government reserves the right to cancel this solicitation, either before or after the closing date. In the event the Government cancels this solicitation, the Government has no obligation to reimburse an offeror for any costs.

The notice regarding timely definetization of equitable adjustments for change orders under construction contracts required by FAR Subpart 36.211(b) is located at:
Notice Regarding Construction Contract Administration under the heading Small Business Information and Resources, Procurement Information.

SECTION M--EVALUATION FACTORS FOR AWARD

M.1 QUOTE EVALUATION

Quotes will be evaluated using a best value approach. This allows the Government to accept other than the lowest priced quote. The Government may perform a comparative evaluation (comparing offers to each other) to select the contractor that provides the best value, considering the evaluation factors in this solicitation.

M.2 TECHNICAL EVALUATION FACTORS

Factor 1. Past Performance
Past performance is a measure of the degree to which the offeror (including major subcontracts) has satisfied previous customers and complied with Federal, State and Local laws and regulations. The Government will contact references to assess the quality of the contractor's work, timely completion, project management, and compliance with regulatory requirements. The Government will consider the currency and relevance of the information, source of the information, context of the data and general trends in contractor performance. The Government shall consider this information, as well as information obtained from any other sources, when evaluating the offeror's past performance.

Factor 2. Experience
The Government will assess the specialized experience and skill of the firm with a focus on experience that is relevant to the specified project. You may use the attached Experience Questionnaire to document your experience.

Factor 3. Technical Approach to Performing the Work
When evaluating the Technical Approach to Performing the Work, the government will assess the reasonableness of the contractor's proposed written approach to performing the work including the use of biobased products in project implementation.

Factor 4. Price
The proposed price will be evaluated for reasonableness and will be weighed in conjunction with the technical factors to determine the quote offering the best value to the government.