

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. 1240LU23Q0067	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 08/23/2023	PAGE OF PAGES 1 32	
	IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.				

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 1099370	6. PROJECT NO.
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7. ISSUED BY USDA-FS CSA INTERMOUNTAIN 9 324 25TH ST OGDEN UT 84401-2310	CODE 40LU	8. ADDRESS OFFER TO Daniel Franco daniel.franco@usda.gov Responses due no later than 09/13/2023 by 12:00 P.M. (Mountain Time).
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9. FOR INFORMATION CALL: 	a. NAME DANIEL FRANCO	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
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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)

ATTACHMENTS :

- 1) Schedule of Items
- 2) Technical Specifications and Drawings
- 3) Installer List and Summary
- 4) Installer List and Summary
- 5) Experience Questionnaire

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>60</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. The performance period is <input type="checkbox"/> mandatory <input checked="" type="checkbox"/> negotiable. (See _____.)
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12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 10
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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 1200 (hour) local time 09/13/2023 (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 30 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. 3304(a) ()
26. ADMINISTERED BY USDA FOREST SERVICE R1 REGIONAL OFFICE 26 FORT MISSOULA ROAD MISSOULA MT 59804	CODE 0343	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, certifications, and specifications incorporated by reference in or attached to this contract.	<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) TINA D. COOK		
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA BY	31c. DATE

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
1240LU23Q0067

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Pierce Sewer Line Replacement Pierce Work Center North Fork Ranger District Nez Perce-Clearwater National Forests Delivery: 06/21/2024 Delivery Location Code: 02H9 USDA FOREST SERVICE R1 NORTH FORK RANGER DISTRICT 12740 HIGHWAY 12 OROFINO ID 83544 US Period of Performance: 10/02/2023 to 06/21/2024				
0001	Pierce Sewer Line Replacement Product/Service Code: N045 Product/Service Description: INSTALLATION OF EQUIPMENT- PLUMBING, HEATING, AND WASTE DISPOSAL EQUIPMENT				
0002	Pierce Sewer Line Replacement Product/Service Code: N045 Product/Service Description: INSTALLATION OF EQUIPMENT- PLUMBING, HEATING, AND WASTE DISPOSAL EQUIPMENT				

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PART I—THE SCHEDULE

SECTION B--SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCHEDULE OF ITEMS

Pierce Sewer Line Replacement
Nez Pierce-Clearwater National Forests
North Fork Ranger District
Clearwater County, Idaho

Item	Supplies/Services	Method of Measurement*	Unit of Issue	Quantity	Unit Price	Total Price
0001	MOBILIZATION- DEMOBILIZATION, BONDING, INSURANCE AND GENERAL REQUIRMENTS	LSQ	LS	1	\$	\$
0002	CLEARING AND GRUBBING (Roots from Excavation)	LSQ	LS	1	\$	\$
0003	SEWER SERVICE 4"	AQ	LF	220	\$	\$
0004	CRUSHED GRAVEL ROADWAY (Government Source)	AQ	CY	40		
0005	LANDSCAPING	AQ	LF	520	\$	\$
TOTAL BASE ITEMS						\$
Optional 0001	SEWER SERVICE 6"	AQ	LF	300		
TOTAL BASE ITEMS PLUS OPTIONAL ITEMS						\$

DESIGNATED METHOD OF MEASUREMENT:

- AQ – Actual Quantity
- CQ – Contract Quantity
- LSQ – Lump Sum Quantity
- LS – Lump Sum
- CY – Cubic Yard
- LF – Linear Foot

B.2 SCHEDULE NOTES

One award will be made from this solicitation, contractors must submit pricing for all items.

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 Base Price.

COMBINED SYNOPSIS/SOLICITATION

This is a combined synopsis/solicitation for commercial products or commercial services prepared in accordance with the format in subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued.

(i) The solicitation number and a statement that the solicitation is issued as a request for quotation (RFQ).

(ii) A statement that the solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular FAC **2023-05 dated 08/08/2023**.

(iii) A notice regarding any set-aside and the associated NAICS code **238910 Septic System Contractors** size standard **\$16.5 Million**.

(iv) A list of line-item number may be found in page Section B.1 Schedule of Items.

(v) Description of requirements for the items to be acquired may be found in page Section B.1 Schedule of Items.

(vi) Date(s) and place(s) of delivery and acceptance and FOB point may be found in Section L Instructions, Conditions, and Notices to Offerors or Respondents.

(vii) A statement that the provision at 52.212-3, may be found in Section K Provisions.

(viii) A statement regarding the applicability of the provision may be found in Section K Provisions.

(ix) A statement advising offerors to include a completed copy of the provision point may be found in Section L Instructions, Conditions, and Notices to Offerors or Respondents.

(x) A statement regarding any additional contract requirement(s) or terms and conditions (such as contract financing arrangements or warranty requirements) determined by the contracting officer to be necessary for this acquisition and consistent with customary commercial practices may be found in Section I—Contract Clauses.

SECTION C--DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SCOPE OF CONTRACT

This project generally consists of but is not limited to the following: Remove and replace sewer line from the Bunkhouse to Manhole C, grub out tree roots and other penetrations as needed, Install new cleanout within 10 feet of the building, remove old orangeburge pipe with new 4" PVC pipe from Manhole A to Manhole B, and adding one Wye to maintain sewer flow from Tree cooler. Installation of gravel on north access road in front of the Bunkhouse. As an optional item remove and replace orangeburge pipe with new 6" PVC Pipe from Manhole B to Manhole C. Add up to three Wye joints to maintain flow from warehouse and trailer court.

C.2 PROJECT LOCATION

Project location from Kamiah, Idaho: The project is located approximately 45 miles north east on Hwy 12 toward Orofino, Idaho. Turn right onto Highway 11 the Greer grade and travel 29 miles to Pierce Idaho, go straight and veer to the right and Travel 3 miles further on Forest Service Road to the Pierce Ranger Station. See construction drawings for the location of the project site.

C.3 MAGNITUDE OF CONSTRUCTION PROJECT

Price range in accordance with FAR Part 36.204(b): Between \$25,000 and \$100,000.

C.4 BONDS

Bonding: In accordance with FAR Part 28.102-1, Payment Bonds, for 100% of the contract price are required for awards over \$35,000, but not greater than \$150,000. The following payment protections are allowable:

- (i) A payment bond.
- (ii) An irrevocable letter of credit (ILC)

Bonds shall be provided within 10 days of award.

C.5 START WORK /PERIOD OF PERFORMANCE

Work on the project shall commence no earlier than 10/02/2023 and proceed in accordance with the contractor's approved work schedule and run continuously till the end of the project no later than 06/21/2024. Estimated workdays to complete project are 60 days.

C.6 SITE VISIT

A formal site visit is scheduled on **08/31/2023 09:00 A.M. PST.** Contact COR, Susan Graves at susan.graves@usda.gov if planning to attend.

NOTE per FAR 52.236-3 Site Investigation and Conditions Affecting the Work, contractor is encouraged and expected to visit the site. Contractors may visit the site(s) on their own.

All questions shall be submitted to the Contracting Specialist Daniel Franco at Daniel.franco@usda.gov no later than **09/06/2023 by 12:00 P.M. MST.**

C.7 GOVERNMENT FURNISHED PROPERTY

Gravel from Section 6 Pit for roadway and pipe bedding.

C.8 DRAWINGS

The following drawings are a part of this solicitation and any resulting contract:

TITLE OR NUMBER	SHEETS
Cover	
TITLE	1
PROJECT MAP	2
GENERAL NOTES AND DETAILS	3

C.9 PROJECT SPECIFICATIONS

The Project Specifications listed in the Specification List are applicable to this contract and are physically included in this section (C).

**SPECIFICATION LIST
 PIERCE SEWER LINE REPLACEMENT**

SECTION TITLE

DIVISION 1 - GENERAL REQUIREMENTS

- SECTION 01010 Summary of Work
- SECTION 01040 Coordination and Site Conditions
- SECTION 01150 Measurement and Payment
- SECTION 01300 Submittals
- SECTION 01400 Quality Control
- SECTION 01500 Construction Facilities and Temporary Controls
- SECTION 01560 Environmental Quality Control
- SECTION 01570 Traffic Control
- SECTION 01600 Product Shipment, Handling, Storage, and Protection
- SECTION 01700 Contract Closeout

DIVISION 2 – SITEWORK

- SECTION 02020 Demolition and Salvage
- SECTION 02030 Clearing and Grubbing
- SECTION 02220 Earthwork
- SECTION 02221 Trench Excavation and Backfill for Pipelines and Appurtenant Structures
- SECTION 02480 Finish Grading, Landscaping, Seeding, and Irrigation
- SECTION 02529 Concrete Sidewalk, Driveways, and Curb
- SECTION 02730 Sanitary Sewer Collection System

DIVISION 22 – PLUMBING

- SECTION 220000 General Requirements of Plumbing and HVAC
- SECTION 220500 General Provisions of Plumbing and HVAC
- SECTION 221319 Sanitary Waste Piping Specialties

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 purposely and permanently represent an awarded project. 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)

SECTION F--DELIVERIES OR PERFORMANCE

F.1 CLAUSES

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 06/21/2024. The time stated for completion shall include final cleanup of the premises.

SECTION G--CONTRACT ADMINISTRATION DATA

G.1 GOVERNMENT-FURNISHED PROPERTY

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.

Government furnished Crushed Gravel is available at Section 6 Pit near Musselshell Work Center.

G.2 CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer (CO) will designate a representative, hereinafter referred to as the Contracting Officer's Representative (COR) or, alternatively, as the Engineer, who will provide on-the-ground administration for the Government. The COR will be designated in writing and a copy of the designation will be furnished to the Contractor before or at the prework conference. The Contractor is cautioned to read the COR designation because certain authority under the contract is reserved solely for the Contracting Officer. The term "Contracting Officer" as used throughout the Specifications, shall be interpreted to include the Contracting Officer's designated representative(s) acting within the limits of their delegation of authority.

G.3 SUBMITTAL/NOTIFICATION TIMELINES

Required Submittal/Notification	Deadline for Receipt by the Government	Applicable Specification
Construction Progress Schedule	15 days after Award	DIVISION 1 – GENERAL REQUIREMENTS SECTION 01300 Submittals
Proposed Product submittals	7 days after Award	DIVISION 2-22 SECTION 01300 Submittals

SECTION H--SPECIAL CONTRACT REQUIREMENTS**H.1 CONDITIONS ON USE OF PREMISES (Camping)**

- (a) Camping will be allowed only at the sites designated on the project maps or approved in advance by the Contracting Officer.
- (b) No improvements of a permanent nature shall be constructed without prior written approval of the Contracting officer.

Temporary structures such as tent frames, hitch racks, tents and tent pegs shall be removed at the end of the period of use, all evidence of the camp eliminated, and the site restored to its original condition. Final payment will not be authorized until the campsite has been cleaned up and the site is approved by the Contracting Officer or his designated representative. Reusable native material may be neatly stacked for future use.

- (c) Livestock will not be permitted without written approval from the Contracting Officer.
- (d) Vegetation shall be undisturbed to the maximum extent possible. The Contractor will be permitted to cut only those trees designated by the CO.
- (e) Storage of petroleum products in excess of 50 gallons at the campsite will require the approval of the CO. All petroleum spills shall be immediately cleaned up. All spills shall be reported immediately to the CO or CO. Spills over 25 gallons or that cause a sheen on surface water shall be reported to the Idaho State Department of Environmental Quality. No waste disposal of petroleum product will be permitted on National Forest land.
- (f) Chemical toilets are preferred for all campsites.
- (g) Refuse including waste materials, garbage, and rubbish of all kinds, shall be disposed of in the following manner, and shall guard the purity of streams and living waters:

Garbage, trash, sewage waste, and other litter shall be kept in closed fly-proof containers and periodically hauled to an approved disposal facility located outside of the National Forest.

- (h) No waste or by-products shall be discharged if it contains any substances in concentrations which will result in substantial harm to fish and wildlife, or to human water supplies.

Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters, or channels leading into water, that would result in substantial harm to fish and wildlife or to human water supplies.

- (j) The camp area shall be maintained to present a clean, neat, and orderly appearance. Disposal of trash and debris, unusable machinery, Forest Service authorized improvements, etc., shall be kept current. Building materials, firewood, etc., shall be neatly stacked.

The campsite shall be left in a clean condition. Any clean-up work not accomplished by the Contractor at time of camp closure will be done by the Forest Service, and the actual cost of such clean-up will be deducted from payment otherwise due the Contractor.

H.2 PHYSICAL DATA

Data and information furnished or referred to below is for the contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by the U.S. Department of Agriculture, Forest Service. Features shown on the plan & profile sheets were identified by visual observation during the preliminary location and survey and during a "plans in hand" review.

(b) Weather Conditions - The project is subject to seasonal limitations from October thru May. Wet weather commonly limits construction operations in October and June.

H.3 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. See FSSS 156 Public 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.4 OTHER FACTORS AFFECTING THE WORK

PETROLEUM PRODUCTS

Storage of more than 200 gallons of petroleum products on the project must be done under the rules and regulations of the State of Idaho Forest Practices Act (IDAPA 20.02.01) and Pacfish Standard RA-4. A partial list of these requirements are listed below.

- (a) Storage containers shall be sited within a constructed dike of sufficient size to contain 125% of the volume of the petroleum products stored in the tanks.
- (b) The storage areas shall be located more than 300 feet from any existing stream courses.

Fueling of equipment shall be done in a manner to eliminate potential spills.

- (a) Transfer trucks shall be limited to 200 gallons maximum.
- (b) Fueling of equipment shall take place a minimum of 300 feet from any stream course. If this requirement cannot be met a written spill plan must be approved by the CO.
- (c) All spills shall be reported immediately to the CO. Spills over 25 gallons or that cause a sheen on nearby surface water must be reported to the Idaho Division of Environmental Quality.

No more than 5 gallons of fuel within 100 feet of a stream are allowed at any one time and storage of more than 5 gallons of fuel requires spill containment measures.

All vehicles carrying fuel will have specific equipment and materials needed to contain or clean up any incidental spills at the project site. Equipment and materials will be specific to each project site, and can include spill kits appropriately sized for specific quantities of fuel, shovels, absorbent pads, straw bales, containment structures and liners, and/or booms.

FLOW REINTRODUCTION. Reconstructed stream channel will be “prewashed”, into a reach equipped with sediment capture devices such as Sedimat, prior to reintroduction of flow to the stream.

NOXIOUS WEED CONTROL. (2/96) In order to prevent the potential spread of noxious weeds into work areas, Contractor shall be required to use weed-free equipment.

The following is considered proof of weed-free equipment:

The Contractor will be required to clean all construction equipment prior to entry on to the work area. This cleaning shall remove all dirt and plant parts and material that could carry noxious weed seeds into the work area. Only construction equipment so cleaned and inspected by the Forest Service will be allowed to operate within the work area. All subsequent move-ins of construction equipment shall be treated in the same manner as initial move-in. "Construction equipment" does not include pickup trucks and personal vehicles.

Prior to the initial move-in, and all subsequent move-ins, the Contractor shall make all construction equipment available for inspection by the Forest Service at an agreed upon location. The Contractor shall give the Forest Service at least 24 hours advance notification when equipment is ready for inspection.

Straw/Hay Bales shall be certified as “Weed Free”. The source field shall be inspected and certified by the county extension agent from the county that the straw/hay is grown. Each shipment onto the forest shall be accompanied by a certification tag stating that it is weed free. The contractor shall furnish the forest service with a statement of certification.

H.5 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 his employees, the Contractor, when requested by the Contracting Officer, shall place his 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 fire fighting 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 his 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 multiposition 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) Powersaws. For each powersaw used in connection with this contract, the following will be provided:

One - shovel, round point #0 lady or equal. Shovel must be immediately available for use.

One - Fire extinguisher, containing not less than 8 ounces of extinguisher fluid, or a dry chemical powder-type of not less than 1-pound capacity. The extinguisher must be immediately accessible to the saw operator at all times.

Any fueling or refueling of a powersaw shall only be done in an area which has first been cleared or is free of all material capable of carrying fire; powersaw shall be moved at least 10 feet from place of fueling before starting.

- (5) Blasting. Fuse or prima COd shall not be used unless authorized in writing by the CO with special precautions stated.
- (6) 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.
- (7) 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.
- (8) 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.
- (9) Precautions for Stoves. Stovepipes on all temporary buildings, trailers, and tents using wood burning stoves, will be equipped with roof jacks and serviceable spark arresters of mesh with openings no larger than 5/8 inch.

All stovepipes, inside and out, will not be closer than 2 feet from any wood or other flammable material or 1 foot if the combustible material is protected by a metal or asbestos shield.

- (10) Welding. Welding or use of cutting torches will be permitted only in areas that have been cleared or are free of all material capable of carrying fire. Flammable debris and vegetation must be removed from within a minimum of 10 feet radius of all welding and cutting torch operations. A shovel and a 5-gallon standard backpack water container (filled) with handpump attached, shall be immediately available for use in the event of a fire start.
- (11) Fire Plan. Prior to initiating work on the contract area, during the closed fire season period, a fire prevention and suppression plan will usually be prepared. The Contractor and the Forest Service will jointly prepare this plan. Such plan shall include a detailed list of men and equipment at the Contractor's disposal for implementing the plan. The fire plan shall also specify additional measures and/or special requirements, such as Hoot Owl restrictions, necessary during periods of critical fire weather conditions.

When Hoot Owl restrictions are invoked, the Forest Service may curtail or shut down all or portions of a Contractor's operations. The following requirements may be imposed:

- (i) All high fire risk operations could be terminated at 1300 local time.
- (ii) All burning could be stopped, including debris burning fires.
- (iii) Patrolman may be required for a period of 2 hours after high fire risk operations and 1 hour after end of work shift. The Contractor shall provide the patrolman unless the contract is for equipment rental, in which case the Government will provide the patrolman.

(12) Pump and Trailer or Truck.

The Contractor shall provide at a location satisfactory to the Contracting Officer, a serviceable truck or trailer, equipped with a fire fighting tanker unit to be kept ready for instant use for suppressing forest fires. The unit shall consist of a tank of not less than 100-gallon capacity which shall be mounted to a live hose reel with a minimum of 100 feet of hose not less than (3/4) inch INSIDE diameter of non-collapsible (booster) hose with combination nozzle. Hose shall be connected to the water supply.

The tank shall be attached to the chassis frame or to a structurally sound flat bed in such a way to withstand pitch, roll and yaw of the load during on and off road operation of the unit without damaging the tank or other chassis components.

The pump may be an auxiliary powered pump or a power take-off pump with discharge capacity of a minimum 10 gallons per minute at 100 P.S.I. pressure. All pumps shall have a discharge pressure gauge. If the pump is of the positive displacement type, a bypass or pressure relief valve shall be provided. The pump as mounted shall be capable of drafting water from a source located 10 vertical feet below the pump head through the required 20 feet of suction hose. A portable pump capable of filling a 100 gallon tank in 10 minutes or less may be substituted in order to meet the fill time requirements.

Each Pump and Trailer or Truck unit shall have an additional fitting for 250 feet of 3/4 inch garden type hose (capable of withstanding the required pressure), two 3/4 inch gated wyes, and 4 hose nozzles of the shut-off type, adjustable for straight stream, spray, or fog.

A fire extinguisher, multi-purpose 2A 10BC that is securely mounted to the trailer or truck and accessible by the operator shall be required. The fire extinguisher shall have a current annual inspection tag and the annual maintenance tag in regards to a 6 year annual inspection and every 12 years regarding a hydro test on all dry powder, metal fire extinguishers.

Tools, adapters, accessories and fuel necessary to operate the pump and trailer or truck shall be provided. If a trailer is used, the proper tow hitch shall require a 2" ball, a serviceable vehicle and shall be located at point satisfactory to the Contracting Officer. Fill sites shall be identified prior to use, and equipment shall be field tested in the presence of an inspector.

Burning: Not Allowed

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](#)

52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020)
52.204-13	System for Award Management Maintenance (OCT 2018)
52.204-18	Commercial and Government Entity Code Maintenance (AUG 2020)
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)
52.222-3	Convict Labor (JUN 2003)
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)
52.222-36	Equal Opportunity for Workers with Disabilities (JUN 2020)
52.222-50	Combating Trafficking in Persons (NOV 2021)
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)
52.223-18	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)
52.232-17	Interest (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)
52.236-16	Quantity Surveys (APR 1984)
52.236-17	Layout of Work (APR 1984)
52.243-5	Changes and Changed Conditions (APR 1984)
52.244-6	Subcontracts for Commercial Products and Commercial Services (JUN 2023)
52.245-1	Government Property (SEP 2021) - Alt 1 (APR 2012)
52.245-9	Use and Charges (APR 2012)
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)
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)
452.236-71	Prohibition Against the Use of Lead-Based Paint (NOV 1996)
452.236-72	Use of Premises (NOV 1996)
452.236-76	Samples and Certificates (FEB 1988)
452.236-77	Emergency Response (NOV 1996)

52.204-27 Prohibition on a ByteDance Covered Application (JUN 2023)

(a) Definitions. As used in this clause—

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited, or an entity owned by ByteDance Limited.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the

central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, “No TikTok on Government Devices” Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor’s employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

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)*
Item 1			
Foreign construction material			
Domestic construction material			
Item 2			
Foreign construction material			
Domestic construction material			

(End of clause)

52.228-11 Individual Surety - Pledge of Assets (FEB 2021) (DEVIATION MAY 2023)

(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.

52.228-15 Performance and Payment Bonds -- Construction (JUN 2020) (DEVIATION MAY 2023)

(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.

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.

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

SECTION J--LIST OF ATTACHMENTS

J.1 ATTACHMENTS

- 1) Schedule of Items
- 2) Technical Specifications and Drawings
- 3) Installer List and Summary
- 4) Construction Plans
- 5) Experience Questionnaire

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 **238910 Septic System Contractors**.

(2) The small business size standard is **N045 Installation Of Equipment- Plumbing, Heating, and Waste Disposal Equipment**.

(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. 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.]

(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.

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.

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) 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.

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)

L.2 QUOTE PREPARATION INSTRUCTIONS:

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

All offers shall include:

a) Price Proposal

i) Signed Standard Form 1442, Solicitation.

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 completing section 19 on the SF-1442 or by submitting the signed SF-30(s) from sam.gov with your price proposal.

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 three (3) relevant past work the contractor has performed with the past 3 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 “5- Experience Questionnaire” for 3 contracts 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.

c) How To Submit Quotes

i) The price and technical proposals shall be separate documents (Microsoft Word, Microsoft Excel, or Adobe PDF) and shall be submitted as specified in block 13a of the SF-1442. It is the vendor's responsibility to ensure delivery of all required documents by the date and time set for receipt of quotes.

ii) Submit RFQ **pages 1 through 5** SF1442 and SOI), and Section K, as your business (schedule of items) quote. Deadline for submission of offers shall be **09/13/2023, 12:00 P.M. (Mountain Time)**. Responses to the RFQ shall be sent to the Contracting Specialist Daniel Franco at daniel.franco@usda.gov, by email only and should contain the following title:

Nez Perce-Clearwater - Pierce Sewer line replacement 1240LU23Q0067 in the subject line for the email.

It is the contractor's responsibility to ensure the submittal was received by the contracting specialist.

Contact the Contracting Specialist Daniel Franco by e-mail at daniel.franco@usda.gov 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 as a result 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 area, are as follows:

Goals for minority participation for each trade
7.9%

Goals for female participation for each trade
6.9%

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

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

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area North Fork Ranger District, Clearwater County, Idaho.

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.

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.

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 may 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.

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 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.