


<b>SOLICITATION, OFFER, AND AWARD</b> (Construction, Alteration, or Repair)	1. SOLICITATION NO. 1240LT23Q0010	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 03/23/2023	PAGE	OF	PAGES
				1		39

**IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.**

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. 1088309	6. PROJECT NO.
7. ISSUED BY USDA-FS CSA INTERMOUNTAIN 8 324 25TH ST OGDEN UT 84401-2310	CODE 40LT	8. ADDRESS OFFER TO derrick.dodson@usda.gov	
9. FOR INFORMATION CALL: 	a. NAME DERRICK DODSON	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)	

### SOLICITATION

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

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

11. The Contractor shall begin performance <u>15</u> calendar days and complete it within <u>120</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. The performance period is <input type="checkbox"/> mandatory <input checked="" type="checkbox"/> negotiable. (See _____.)	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 10
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
a. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>1700</u> (hour) local time <u>05/01/2023</u> (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
b. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.	
c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
d. Offers providing less than <u>10</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

**OFFER** (Must be fully completed by offeror)

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

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

**AMOUNTS**

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

**19. ACKNOWLEDGEMENT OF AMENDMENTS**

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

AMENDMENT NO.										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE

**AWARD** (To be completed by Government)

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	<div style="display: flex; align-items: center;"> <div style="width: 30px; height: 30px; background-color: black; margin-right: 10px;"></div> <div>ITEM</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span><input type="checkbox"/> 10 U.S.C. 2304(c) ( )</span> <span><input type="checkbox"/> 41 U.S.C. 253(c) ( )</span> </div>
26. ADMINISTERED BY CODE <b>40LT</b> USDA-FS CSA INTERMOUNTAIN 8 324 25TH ST OGDEN UT 84401-2310	27. PAYMENT WILL BE MADE BY

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

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

# CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
1240LT23Q0010

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	BASE BID - GREENDALE WTP UPGRADES Requisition No: 1088309  Delivery: 120 Days After Notice to Proceed				
0002	BID OPTION - ROSS SPRINGS WTP UPGRADE  Delivery: 120 Days After Notice to Proceed	1	LS		

**PART I—THE SCHEDULE**

**SECTION B--SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1 SCHEDULE OF ITEMS**

USDA Forest Service						
<b>SCHEDULE OF ITEMS</b>						
GREENDALE AND ROSS SPRINGS WATER TREATMENT SYSTEMS REHABILITATION AND UPGRADE						
Final - 2/9/2022 - RO Design Team						
ITEM NUMBER	DESCRIPTION	METHOD OF MEAS	UNIT	QUANTITY	PRICE	TOTAL
	<b>Base:</b>					
011900	Mobilization	LSQ	LS	Lump Sum		
221103-1	Water Treatment System Rehabilitation - Greendale Plant	LSQ	LS	Lump Sum		
	<b>Total Base:</b>					
	<b>Option #1:</b>					
221103-2	Water Treatment System Rehabilitation - Ross Springs Plant	LSQ	LS	Lump Sum		
	<b>Grand Total:</b>					

- a) Items labeled as optional are not required to be exercised by the government. If exercised, the contractor will be required to perform the optional work in accordance with the terms and conditions of this contract.
- b) One award will be made from this solicitation, contractors must submit pricing for all items.

## **SECTION C--DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

### **C.1 SCOPE OF CONTRACT**

This project includes rehabilitating and upgrading two existing water treatment plants. One plant is located at the Greendale water system. The other is located at the Ross Springs water system.

Each of the existing plants treat groundwater under the direct influence of surface water (GUDI) from spring sources using a coagulation, flocculation, clarification, filtration and disinfection process. The Ross Springs plant uses hydraulic flocculation. The existing water treatment housings (compartments where the treatment process occurs) will remain.

For each plant, the work includes removing the majority of the existing components and installing a new automatic control system, sensors, piping, fittings, valves, gauges, backflow preventers, chlorinators, pumps and other appurtenances.

Quantities associated with these options are identified in the Schedule of Items.

### **C.2 PROJECT LOCATON**

The project is located in the Flaming Gorge National Recreation Area of the Ashley National Forest, Daggett County, Utah.

**Greendale Plant:** GPS coordinates are approximately 40.860897 N, 109.467330 W. It is located approximately 34 miles North of Vernal, Utah by road. The project may be accessed from US Highway 191. The utility building containing the water treatment system can be accessed via a gravel road approximately 0.8 miles East from the junction of Utah Highway 44 and US Highway 191.

**Ross Spring Plant:** GPS coordinates are approximately 40.871186°N, 109.545967° W. It is located approximately 39 miles North of Vernal, Utah by road. The project may be accessed from US Highway 191, Utah Highway 44, Forest Road 95 (Red Canyon Road) and Forest Road 372. The utility building containing the water treatment system is approximately 0.2 miles Southwest from the intersection of Forest Roads 95 and 372.

### **C.3 MAGNITUDE OF CONSTRUCTION PROJECT**

The estimated dollar value of the project is between \$250,000 and \$500,000.

### **C.4 SITE INFORMATION AND LIMITATIONS**

The following site conditions are considered incidental to the contract and the contractor will not be paid directly for any of the following items:

1. Construction sites will be closed to the public during construction. The Forest Service will issue a closure order to the public. The Contractor will be responsible for signing and limiting public access.
2. If construction activities could affect nearby streams (including water flushing and disposal), the Contractor will provide all materials and labor necessary to protect streams, wet or dry, during construction activities. The Contractor will be required to submit a stream protection plan and receive approval from the COR, in writing, prior to the beginning of construction.
3. All construction equipment shall be pressure washed before entering National Forest System lands. The removal of mud and debris from treads, tracks and undercarriage, with emphasis on axles, frame, cross-members, motor mounts, and underneath steps, running boards, and front bumper/brushguard assemblies will be required. The purpose is to reduce or eliminate the transportation of noxious weeds, which is required by Federal and State regulations.

4. Power is available at the site for construction purposes. All other utilities are not available at the site for construction purposes.
5. The Contractor shall provide temporary toilet facilities (porta-potty) at the site during all construction work.

#### **C.5 TRAFFIC CONTROL AND CONSTRUCTION SIGNING**

No work that endangers, interferes, or conflicts with traffic or access to work sites shall be performed until a plan for satisfactory warning and handling of traffic has been submitted by the contractor and approved by the COR and Utah Department of Transportation. Construction signing for traffic control shall conform to the Manual of Uniform Traffic Control Devices (MUTCD). All traffic control signs will be placed in areas adequate for a truck pulling a fifth wheel trailer to be turned around. Contractor shall not be paid directly for this item, rather it will be considered incidental to other items of work listed in the Schedule of Items.

#### **C.6 WORK CAMPS, STAGING AND STORAGE AREAS**

Areas for staging operations and storage of materials shall be approved by the CO. The Contractor must request in writing for approval from the CO to the stage trailers (work) on site.

No overnight camping will be allowed on site.

#### **C.7 INSPECTION OF WORKSITE**

The contractor acknowledges they have taken the necessary steps to ascertain the nature and location of work and have investigated and satisfied themselves as to the general and local conditions that can affect the work or its cost. Any failure of the contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from the responsibility of estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expenses to the government.

#### **C.8 WATER SYSTEMS INFORMATION**

**Greendale Water System:**

- A. Water System ID: UTAH05017.
- B. Classification: Public Transient Non-Community Water System
- C. Typical Operating Season: May through September
- D. Water Sources: Greendale Spring Number 2, Greendale Number 1, and Lost Spring
- E. Sites Served: 5 Campgrounds, 1 marina, a Fish Cleaning Station, and an RV Dump

**Ross Springs Water System:**

- A. Water System ID: UTAH05010.
- B. Classification: Public Transient Non-Community Water System
- C. Typical Operating Season: Year-Round
- D. Water Sources: Ross Spring
- E. Sites Served: 4 Campgrounds, Visitor Center, Lodge, Employee Housing Complex

#### **C.9 ESTIMATED START DATE**

Summer to early fall 2023

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**C.10 TECHNICAL SPECIFICATIONS**

The following specifications are attached. Some sections in the schedule of items refer to other sections not listed and are subsidiary to or are included in payment for other pay items in this contract. These items are considered incidental, and no additional compensation will be made.

Section 011250 - Measurement And Payment

Section 011900 - Mobilization

Section 013300 - Submittal Procedures

Section 014100 - Quality Control

Section 024100 - Waste Material Disposal

Section 024102 - Removal And Disposal Of Existing Items

Section 221100 - Water Distribution Systems

Section 221103 - Water Treatment System Rehabilitation

Section 260500 - Common Work Results For Electrical

Section 260519 - Low-Voltage Electrical Power Conductors And Cables

Section 260533 - Raceways And Boxes For Electrical Systems

Section 260553 - Identification For Electrical Systems

Section 262726 - Wiring Devices

## **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.



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## **SECTION E--INSPECTION AND ACCEPTANCE**

### **E.1 CLAUSES**

52.246-12 Inspection of Construction (AUG 1996)

## **SECTION F--DELIVERIES OR PERFORMANCE**

### **F.1 CLAUSES**

52.211-13 Time Extensions (SEP 2000)  
52.242-14 Suspension of Work (APR 1984)

### **F.2 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 180 Calendar Days after the start date identified on the notice to proceed for the Base Item and 180 Calendar Days for the Option Item. The time stated for completion shall include final cleanup of the premises.

## **SECTION G--CONTRACT ADMINISTRATION DATA**

### **G.1 Post Award Conference**

A post award conference with the successful offeror is required. It will be scheduled and held after contract award. The conference will be held virtually via Teams meeting.

## **SECTION H--SPECIAL CONTRACT REQUIREMENTS**

### **H.1 KEY PERSONNEL**

- (a) The Contractor shall assign to this contract the following key personnel: Project Foreman.
- (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

### **H.2 USE OF PREMISES**

- (a) Before any camp, quarry, borrow pit, storage, detour, or bypass site, other than shown on the drawings, is opened or operated on USDA land or lands administered by the USDA, the Contractor shall obtain written permission from the Contracting Officer. A camp is interpreted to include a campsite or trailer parking area of any employee working on the project for the Contractor.
- (b) Unless excepted elsewhere in the contract, the Contractor shall (i) provide and maintain sanitation facilities for the work force at the site and (ii) dispose of solid waste in accordance with applicable Federal, State and local regulations.

### **H.3 ARCHAEOLOGICAL OR HISTORIC SITES**

If a previously unidentified archaeological or historic site(s) is encountered, the Contractor shall discontinue work in the general area of the site(s) and notify the Contracting Officer immediately.

### **H.4 CONTROL OF EROSION, SEDIMENTATION, AND POLLUTION**

- (a) Operations shall be scheduled and conducted to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, and impoundments (lakes, reservoirs, etc.).
- (b) Pollutants such as fuels, lubricants, bitumens, raw sewage, and other harmful materials shall not be discharged on the ground; into or nearby rivers, streams, or impoundments; or into natural or man-made channels. Wash water or waste from concrete or aggregate operations shall not be allowed to enter live streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.
- (c) Mechanized equipment shall not be operated in flowing streams without written approval by the Contracting Officer.

#### **H.5 INSURANCE COVERAGE**

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

(a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(b) General Liability. (1) The Contractor shall have bodily injury liability coverage written on a comprehensive form of policy of at least \$500,000 per occurrence. (2) The Contractor shall have property damage liability insurance shall be required in the amount of \$500,000 per occurrence.

(c) Automobile Liability. The Contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage or loss.

(d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger injury. Coverage for passenger injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

## PART II--CONTRACT CLAUSES

### SECTION I--CONTRACT CLAUSES

#### **I.1 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

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

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

Department of Agriculture Acquisition Regulation (AGAR) Clauses:  
<https://www.acquisition.gov/agar> (AGAR clauses begin with 452)

Deviations to clauses may be viewed at:

<https://www.dm.usda.gov/procurement/policy/FARClassDeviations.htm>

- 52.203-7 Anti-Kickback Procedures (JUN 2020)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 2020)
- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
- 52.204-10 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)
- 52.219-14 Limitations on Subcontracting (SEP 2021)  
[Contracting Officer check as appropriate.]
  - ☐ By the end of the base term of the contract and then by the end of each subsequent option period; or
  - ☐ By the end of the performance period for each order issued under the contract.
- 52.219-28 Post Award Small Business Program Rerepresentation (SEP 2021)
- 52.222-3 Convict Labor (JUN 2003)
- 52.222-4 Contract Work Hours and Safety Standards -- Overtime Compensation (MAY 2018)
- 52.222-6 Construction Wage Rate Requirement (AUG 2018)
- 52.222-7 Withholding of Funds (MAY 2014)
- 52.222-8 Payrolls and Basic Records (JUL 2021)
- 52.222-9 Apprentices and Trainees (JUL 2005)
- 52.222-10 Compliance with Copeland Act Requirements (FEB 1988)
- 52.222-11 Subcontracts (Labor Standards) (MAY 2014)
- 52.222-12 Contract Termination - Debarment (MAY 2014)
- 52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations (MAY 2014)
- 52.222-14 Disputes Concerning Labor Standards (FEB 1988)
- 52.222-15 Certification of Eligibility (MAY 2014)

52.222-21	Prohibition of Segregated Facilities (APR 2015)
52.222-26	Equal Opportunity (APR 2016)
52.222-27	Affirmative Action Compliance Requirements for Construction (APR 2015)
52.222-30	Construction Wage Rate Requirements-Price Adjustment (None or Separately Specified Pricing Method) (AUG 2018)
52.222-35	Equal Opportunity for Veterans (JUN 2020)
52.222-36	Equal Opportunity for Workers with Disabilities (JUN 2020)
52.222-37	Employment Reports on Veterans (JUN 2020)
52.222-50	Combating Trafficking in Persons (NOV 2021)
52.222-54	Employment Eligibility Verification (MAY 2022)
52.222-55	Minimum Wages for Contractor Workers under Executive Order 14026 (JAN 2022)
52.222-62	Paid Sick Leave under Executive Order 13706 (JAN 2022)
52.223-2	Affirmative Procurement of Biobased Products under Service and Construction Contracts (SEP 2013)
52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2011)
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (AUG 2018)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020)
52.225-13	Restrictions on Certain Foreign Purchases (FEB 2021)
52.227-1	Authorization and Consent (JUN 2020)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (JUN 2020)
52.227-4	Patent Indemnity -- Construction Contracts (DEC 2007)
52.228-2	Additional Bond Security (OCT 1997)
52.228-5	Insurance – Work on a Government Installation (JAN 1997)
52.228-12	Prospective Subcontractor Requests for Bonds (MAY 2014)
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)
52.233-1	Disputes (MAY 2014) Alt 1 (DEC 1991)
52.233-3	Protest after Award (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.236-2	Differing Site Conditions (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-5	Material and Workmanship (APR 1984)
52.236-6	Superintendence by the Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.236-8	Other Contracts (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-11	Use and Possession Prior to Completion (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-13	Accident Prevention (NOV 1991)
52.236-14	Availability and Use of Utility Services (APR 1984)
52.236-16	Quantity Surveys (APR 1984)
52.236-17	Layout of Work (APR 1984)
52.236-21	Specifications and Drawings for Construction (FEB 1997)

- Alternate I (APR 1984)
- 52.243-5 Changes and Changed Conditions (APR 1984)
- 52.244-6 Subcontracts for Commercial Products and Commercial Services (JAN 2022)  
**(DEVIATION APR 2020)**
- 52.246-21 Warranty of Construction (MAR 1994)  
Alternate I (MAR 1994)
- 52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)
- 52.249-10 Default (Fixed-Price Construction) (APR 1984)
- 52.253-1 Computer Generated Forms (JAN 1991)

**I.2 52.217-7 Option for Increased quantity – Separately Priced Line Item (MAR 1989)**

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 120 calendar days after the date of contract award.

**I.3 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)**

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

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

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

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

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

(2) Submit this estimate to identified after contract award.

**I.4 52.225-9 Buy American Act-Construction Materials (NOV 2021)**

(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.

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 55 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. 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. 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;

(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)*
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Foreign construction material \_\_\_\_\_  
Domestic construction material \_\_\_\_\_

Item2:

Foreign construction material \_\_\_\_\_  
Domestic construction material \_\_\_\_\_

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

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

[Include other applicable supporting information.]

**I.5 52.228-1 Bid Guarantee (SEP 1996)**

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

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.*, bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds –

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

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

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

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

**I.6 52.228-11 Individual Surety - Pledge of Assets (FEB 2021) (DEVIATION APR 2020)**

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

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

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

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

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

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

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

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

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

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

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

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

**I.7 52.228-13 Alternative Payment Protections (JUL 2000)** *(applicable if contract award is between \$35,000 and \$150,000)*

(a) The Contractor shall submit one of the following payment protections

Payment Bond

Irrevocable Letter of Credit

Tripartite Escrow Agreement

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

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

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

**I.8 52.228-15 Performance and Payment Bonds -- Construction (JUN 2020) (DEVIATION APR 2020)**

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

“Original contract price” means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds.* Unless the resulting contract price is valued at or below the threshold specified in Federal Acquisition Regulation [28.102-1\(a\)](#) on the date of award of this contract, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance Bonds (Standard Form 25, EXCEPT THAT A SEAL IS NOT REQUIRED).*

The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment Bonds (Standard Form 25-A, EXCEPT THAT A SEAL IS NOT REQUIRED).* The

penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) *Additional bond protection.*

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of Treasury  
Financial Management Service  
Surety Bond Branch

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

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

**I.9 52.228-17 Individual Surety – Pledge of Assets (Bid Guarantee) (FEB 2021) (applicable if price proposal exceeds \$150,000)**

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

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

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

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

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

**I.10 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (NOV 2021) (DEVIATION APR 2020)**

(a)[(1) **In accordance with 31 U.S.C. 3903 and 10 U.S.C. 2307**, upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract [**in accordance with the accelerated payment date established**], to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, [**with a goal of 15 days**] after receipt of a proper invoice and all other required documentation from the small business subcontractor [**if a specific payment date is not established by contract**].

**(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor].**

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

**I.11 52.252-6 Authorized Deviations in Clauses (NOV 2020)**

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

(b) The use in this solicitation or contract of any Agriculture Acquisition Regulation (48 CFR \_\_4\_\_) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

**I.12 452.236-70 Emergency Response, Fire Suppression and Liability (OCT 2021)**

(a) Contractor's Responsibility for Responding to Emergencies. When directed by the Contracting Officer, the Contractor shall allow the Government to temporarily use employees and equipment from the work site for emergency work (anticipated to be restricted to firefighting). This is considered to be within the general scope of the contract. An equitable adjustment for the temporary use of employees and equipment will be made under the CHANGES clause.

(b) Contractor's Responsibility for Fire Fighting. The Contractor, under the provisions of FAR 52.236-9, Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements, shall immediately extinguish all fires on the work site other than those fires in use as a part of the work. The Contractor may be held liable for all damages and for all costs incurred by the Government for labor, subsistence, equipment, supplies, and transportation deemed necessary to control or suppress a fire set or caused by the Contractor or the Contractor's agents, subcontractors, or employees subject to the fire classifications listed in subsection (c).

(c) Fire Suppression Costs. The Contractor's obligations for cost of fire suppression vary according to three classifications of fires as follows:

(1) Operations Fire. An “operations fire” is a fire caused by the Contractor's operations other than a negligent fire. The Contractor agrees to reimburse the Forest Service for such cost for each operations fire, subject to a maximum dollar amount of \_\_\_\_\_ [Contracting Officer insert amount]. The cost of the Contractor's actions, supplies, and equipment expended or used on suppressing any such fire, or otherwise provided at the request of Forest Service, shall be credited toward such maximum. If the Contractor's actual cost exceeds the contractor's maximum obligation stated above, the Forest Service shall reimburse the contractor for the excess.

(2) Negligent Fire. A “negligent fire” is a fire caused by the negligence or fault of the Contractor's operations including, but not limited to, one caused by smoking by persons engaged in the Contractor's operations during the course of their employment, or during rest or lunch periods; or if the Contractor's failure to comply with requirements under this contract results in a fire starting or permits a fire to spread. Damages and the cost of suppressing negligent fires shall be borne by the Contractor.

(3) Other Fires on Contract Area. The Forest Service shall pay the Contractor, at firefighting rates common in the area or at prior agreed rates, for equipment or personnel furnished by the Contractor at the request of the Forest Service, on any fire on the contract area other than an operations fire or a negligent fire.

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



(e) Performance by the Contractor. Where the Contractor's employees, agents, contractors, subcontractors, or their employees or agents perform the Contractor's operations in connection with fire responsibilities, the Contractor's obligations shall be the same as if performance was by the Contractor.

(f) State Law. The Contractor shall not be relieved by the terms of this contract of any liability to the United States for fire suppression costs recovered in an action based on State law, except for such costs resulting from operations fires. Amounts due to the Contractor for firefighting expenditures on operations fires shall not be withheld pending settlement of any such claim or action based on State law.

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

**SECTION J--LIST OF ATTACHMENTS**

**J.1 WAGE RATE DECISION NO.** UT20230025 dated 01/05/2023. See separate attached document.

**J.2 PROJECT SPECIFICATIONS** – See separate attached document. The following specifications are a part of this solicitation and any resulting contract.

- Section 011250 - Measurement And Payment
- Section 011900 - Mobilization
- Section 013300 - Submittal Procedures
- Section 014100 - Quality Control
- Section 024100 - Waste Material Disposal
- Section 024102 - Removal And Disposal Of Existing Items
- Section 221100 - Water Distribution Systems
- Section 221103 - Water Treatment System Rehabilitation
- Section 260500 - Common Work Results For Electrical
- Section 260519 - Low-Voltage Electrical Power Conductors And Cables
- Section 260533 - Raceways And Boxes For Electrical Systems
- Section 260553 - Identification For Electrical Systems
- Section 262726 - Wiring Devices

**J.3 GREENDALE WATER SYSTEM O&M MANUAL** – See separate attached document. The exhibit is a part of this solicitation and any resulting contract.

**J.4 ROSS SPRINGS WATER SYSTEM O&M MANUAL** – See separate attached document. The exhibit is a part of this solicitation and any resulting contract.

**J.5 ROSS SPRINGS TECHNICAL DATA** – See separate attached document. The exhibit is a part of this solicitation and any resulting contract.

**J.6 GREENDALE TECHNICAL DATA** – See separate attached document. The exhibit is a part of this solicitation and any resulting contract.

**PART IV--REPRESENTATIONS AND INSTRUCTIONS**

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

**K.1 52.204-8 Annual Representations and Certifications (MAY 2022) (DEVIATION JUL 2020)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 237110.

(2) The small business size standard is \$45 Million.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees 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.]

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

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

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

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

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

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

☐ (vii) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

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

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

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

**K.2 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 Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision—

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

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

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

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

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

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

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

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

(d) Representation. The Offeror represents that—

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

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

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

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

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

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

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such



as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable);  
or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

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

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

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

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

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable);  
or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

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

### **L.1 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)

Deviations to provisions may be viewed at:

<https://www.dm.usda.gov/procurement/policy/FARClassDeviations.htm>

- 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:**

#### **a) Price Proposal**

- i) Signed Standard Form 18, Request for Quotation (blocks 13-15).
- ii) Section B - Schedule of Items, All blocks must be completed by the offeror. All Items must be priced. Only pricing to the nearest penny will be accepted.
- iii) Section K - Offeror Representations and Certifications – Complete the requested information in each applicable provision in Section K (52.204-8, 52.204-24). Only return the applicable provisions, not the entire solicitation.
- iv) Acknowledgement of solicitation amendments (if any). This can be accomplished by submitting the signed SF-30(s) from <https://beta.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:

#### **(1) Past Performance and Company Experience: Quality and timeliness of performance, business relations and customer satisfaction, cost and cost control on previous contracts.**

Describe (1) all contracts and subcontracts currently in process and completed by your firm in the past 3 years. Include contracts and subcontracts similar in nature and complexity to that required by this solicitation and especially any contracts entered into with Federal, State and local governments and commercial customers. Include the contract number,

contracting officer or customer name with contact person and phone number, description of project, dollar amount, and subcontractors used (if any).

You may also discuss past accomplishments that indicate your firm's ability to perform the work required by the contract. If you encountered problems during contract performance, indicate your efforts to resolve them.

The Government will contact a sample of your past customers concerning the quality of services provided by your firm and your subcontractors; timeliness of performance; business relations during project management such as flexibility, problem solving, and cooperation; customer satisfaction; and cost/cost control.

**(2) Technical Approach and Understanding of the Project: Project plan to accomplish work including scheduling of various suppliers, work items, and subcontractors; and equipment/tools to be used on the project.**

The technical approach and understanding of project should include information of how the work will be organized and performed in accordance with the specifications, drawings, terms and conditions of the solicitation.

Provide a project work plan indicating how you intend to accomplish the work by giving as much detail as you consider necessary to fully explain the proposed technical approach or method. Include how the work will be organized and performed in accordance with the specifications, drawings, terms and conditions of the solicitation. Provide a list of the type of equipment/tools that will be used on the project to complete the work. The proposed work plan shall address the offeror's equipment to be utilized, personnel and construction methods that will be used to successfully complete the work.

Provide a proposed progress schedule outlining time frames and sequence of work for project completion.

**(3) Project Management: Key personnel, subcontractors, oversight of project, and use of biobased products.**

Provide the names of key personnel who will be project managers, foremen, subcontractors, and suppliers; the role each will serve on the project, and their qualifications and experience. Fully explain oversight of the project that will be provided. Include a schedule or percentage of time there will be on-site contractor representation.

Vendor shall identify the biobased products to be purchased and used under this contract. For each biobased product, specify the name of the manufacturer, specify the percentage of biobased content, and the intended use of each of the materials that are to be used in carrying out the requirements of the contract.

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

(4) Contact the Contracting Officer by e-mail at [kellie.shaw@usda.gov](mailto:kellie.shaw@usda.gov) if you do not understand any part of these instructions.

**L.3 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.

**L.4 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999)**

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

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

Goals for minority participation for each trade

Goals for female participation for each trade

5.1%

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

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

(1) Name, address, and telephone number of the subcontractor;

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Dagget County, Utah.

**L.5 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.

**L.6 52.252-5 Authorized Deviations in Provisions (NOV 2020)**

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

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

**L.7 Alternative Forms of Security**

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

**L.8 Pre-Bid/ Pre-Proposal Conference**

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

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

(c) In order to facilitate conference preparations, it is requested that the person named on the Standard Form 1442 of this solicitation be contacted and advised of the number of persons who will attend.

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

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

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

## **SECTION M--EVALUATION FACTORS FOR AWARD**

### **M.1 PROVISIONS**

52.217-5 Evaluations of Options (JUL 1990)

### **M.2 PROPOSAL EVALUATION**

**One award will be made.** Offer of award will be made to the Quoter whose quote, as determined by the Contracting Officer, provides the best value to the Government, considering the following factors: price, past performance and company experience, capacity, technical approach and understanding of the project, project management, and capability to accomplish this type of work. The Government reserves the right to make cost/technical trade-offs that are in the best interest of the Government. The technical proposal will be used as part of this evaluation.

### **M.3 TECHNICAL EVALUATION FACTORS**

Section L.2 provides detailed information on the preparation of the technical and business proposals. It also provides additional information on the Technical Proposal evaluation factors listed below. Reference this section when compiling your narratives to address the evaluation factors.

**(a) Technical Proposal.** The technical proposals will be evaluated and ranked on the basis of the criteria below. The three technical factors are approximately equal. **Initial proposals which do not include response(s) to any one of the technical criteria may be considered nonresponsive and will not be considered further.**

#### **Factor 1 - Past Performance and Company Experience**

The Government will assess quality and timeliness of performance, business relations and customer satisfaction, cost and cost control on previous contracts, and company experience for similar range fencing work and cattleguard installation.

#### **Factor 2 - Technical Approach and Understanding of the Project**

The Government will assess the offerors submitted project plan to accomplish work including scheduling of various suppliers, work items, and subcontractors; and equipment/tools to be used on the project. The Government will evaluate the offeror's ability to utilize equipment, personnel and construction methods necessary to successfully complete the work.

#### **Factor 3 - Project Management**

Key personnel, subcontractors, oversight of project, and use of biobased products.

#### **Factor 4 - Price**

The proposed price will be evaluated for reasonableness. The technical factors, when combined are equal in importance when compared to price. **Only pricing to the nearest penny will be accepted.**