

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. 12445123Q0029	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 07/26/2023	PAGE OF PAGES 1 3	
	IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.				

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 1102018	6. PROJECT NO.
-----------------	--	----------------

7. ISSUED BY USDA-FS CSA EAST 11 1720 PEACHTREE ST NW STE 876S ATLANTA GA 30309-2449	CODE 4451	8. ADDRESS OFFER TO Charles Cotton Contracting Officer East CSA 11
--	--------------	--

9. FOR INFORMATION CALL: 	a. NAME CHARLES COTTON	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 859-745-3157
--	---------------------------	---

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)

Contractor to provide all labor, tools, equipment, licenses, and material to complete:

Installation of a 1-inch waterline from the proposed water meter located just east of SR 446, running along the north side of Tower Ridge Rd, and over to the new frost-free hydrant within the west end loop of the Blackwell Campground loop road. See Blackwell Waterline Site Map for approximate locations. The waterline can be bored or trenched for a total estimated distance of 2840 feet. The exact location of the water meter and frost-free hydrant will be staked by the Forest Service. A tracer line will be installed with the waterline for future location of the line. The depth of the water line will be a minimum of 30 inches. The water meter will be installed by the North Lawrence Water Authority (NLWA). This contract will include the cost of the Tap Fee and NLWA Membership.

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>120</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. The performance period is <input type="checkbox"/> mandatory <input checked="" type="checkbox"/> negotiable. (See _____.)
--

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 30
--	--------------------------

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 08/28/2023 (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 0 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected .

OFFER (Must be fully completed by offeror)

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

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

AMOUNTS

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

19. ACKNOWLEDGEMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE.										

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

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-FS CSA EAST 11 1720 PEACHTREE ST NW STE 876S ATLANTA GA 30309-2449	CODE 4451	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.
---	---

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31a. NAME OF CONTRACTING OFFICER (Type or print) CHARLES C. COTTON		
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA BY	31c. DATE

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
12445123Q0029

PAGE 3 OF 3

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Offer Due Date: 28 August 2023 by 1200 EST Question Due Date: 14 August 2023 by 1200 EST Offers shall include SAM UEI Number. NAICS: 237110 Delivery: 12/30/2023 Delivery Location Code: 52B1 HOOSIER NATIONAL FOREST 811 CONSTITUTION AVE BEDFORD IN 47421 US Period of Performance: 09/01/2023 to 12/30/2023				
0001	1 inch CTS Waterline Installation Product/Service Code: J045 Product/Service Description: MAINT/REPAIR/REBUILD OF EQUIPMENT- PLUMBING, HEATING, AND WASTE DISPOSAL EQUIPMENT				
0002	1" Yard Hydrant Product/Service Code: J045 Product/Service Description: MAINT/REPAIR/REBUILD OF EQUIPMENT- PLUMBING, HEATING, AND WASTE DISPOSAL EQUIPMENT				
0003	Tap Fee/Membership (North Lawrence Water Authority) Product/Service Code: J045 Product/Service Description: MAINT/REPAIR/REBUILD OF EQUIPMENT- PLUMBING, HEATING, AND WASTE DISPOSAL EQUIPMENT				

12445522A0001-0040: Forest Service, Northeast Zone Facilities Construction and Maintenance BPA

Solicitation Number: 12445123Q0029

Project Title: Blackwell Campground Waterline Installation

USDA FOREST SERVICE
PROCUREMENT & PROPERTY SERVICES (PPS)
FIELD PROCUREMENT OPERATIONS
EAST ZONE REGION 9 GEOGRAPHIC AREA

FACILITIES CONSTRUCTION AND MAINTENANCE
BLANKET PURCHASE AGREEMENT (BPA)
PART I—THE SCHEDULE

SECTION B--SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 Schedule of Items

<p>SCHEDULE OF ITEMS WHITE MOUNTAIN NATIONAL FOREST - PEMIGEWASSETT RANGER DISTRICT PROJECT TITLE: <i>Blackwell Campground Waterline Installation</i></p>				
<p>Anticipated Delivery Date <i>(Required for Supply and Construction)</i></p>			<p>12/23/2023</p>	
<p>SCHEDULE OF ITEMS</p>				
ITEM NUMBER	DESCRIPTION	PAY UNIT	EST QTY	Price
0001	1 inch CTS Waterline Installation	LS	1	\$
0002	1" Yard Hydrant Installation	LS	1	\$
0003	Tap Fee/Membership (North Lawrence Water Authority)			
<p>LS - Lump Sum Award anticipated to be a firm fixed price contract.</p>				

12445522A0001-0040: Forest Service, Northeast Zone Facilities Construction and Maintenance BPA

Solicitation Number: 12445123Q0029

Project Title: Blackwell Campground Waterline Installation

Contractor Name: _____

Contractor Unique Entity ID: _____

Contractor Signature: _____

B.2 SCHEDULE NOTES:

- a. Award will be made to one contractor. Contractors must submit pricing for all items.
- b. Contractor must be registered and active on www.sam.gov to be considered.
THIS IS A FREE REGISTRATION.
- b. Award anticipated to be a firm fixed price contract.
- c. Wage Rates are required for this Call Order. See attached A3 - Wage Determination.
- d. There is no pre-bid meeting for this project.
- e. A pre bid site visit will not be held as the location is on public land and contractor may conduct their own site visit.

Requirements of all equipment (restated from BPA):

1. All equipment and vehicles to be used at the job site shall be cleaned and free of invasive species (noxious weeds), seeds, external grease and oil and shall be inspected prior to entrance onto Federal lands. The restriction shall include equipment and vehicles intended for off-road use as well as on road use, whether they are owned, leased, or borrowed by the Contractor or Subcontractor.
2. All protective plating and armoring shall be intact and properly functioning on the equipment to reduce the potential for damaging hydraulic hoses or the undercarriage.
3. Spill kit approved by OSHA for petroleum product leaks will be on site at all times.

SECTION C. DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.2 and C.4 are contained in the BPA.

C.1 SCOPE OF WORK

The Hoosier National Forest is requesting services to for the installation of a 1-inch waterline from the proposed water meter located just east of SR 446, running along the north side of Tower Ridge Rd, and over to the new frost-free hydrant within the west end loop of the Blackwell Campground loop road. See Blackwell Waterline Site Map for approximate locations. The waterline can be bored or trenched for a total estimated distance of 2840 feet. The exact location of the water meter and frost-free hydrant will be staked by the Forest Service. A tracer line will be installed with the waterline for future location of the line. The depth of the water line will be a minimum of 30 inches. The water meter will be installed by the North Lawrence Water Authority (NLWA). This contract will include the cost of the Tap Fee and NLWA Membership.

C.3 MAGNITUDE OF CONSTRUCTION PROJECT

The magnitude of this construction project is:

between \$25,000 and \$100,000

C.5 SPECIFICATIONS APPLICABLE TO INDIVIDUAL PROJECT BPA CALL

The Contractor shall furnish all labor, materials, equipment, supervision and transportation to perform all work listed on the schedule of supplies/services.

Statement of Work is included as an attachment - A2 Statement of Work, as listed in Section J.

SECTION D--PACKAGING AND MARKING

D.1 and D.2 are contained in the BPA.

SECTION E--INSPECTION AND ACCEPTANCE

E.1 CLAUSES

52.246-12 Inspection of Construction (AUG 1996)

SECTION F--DELIVERIES OR PERFORMANCE

F.1 is contained in the BPA.

F.2 FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) ALTERNATE I (APR 1984)

The Contractor shall be required to (a) commence work under this contract within fourteen (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 120 days after the date the contractor receives the notice to proceed, or a calendar date. The time stated for completion shall include final cleanup of the premises.

Estimated work start date is approximately December 29, 2023.

SECTION G--CONTRACT ADMINISTRATION DATA

G.1 is contained in the BPA.

G.2 POST AWARD CONFERENCE

A post award conference will not be held.

G.3 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

12445522A0001-0040: Forest Service, Northeast Zone Facilities Construction and Maintenance BPA

Solicitation Number: 12445123Q0029

Project Title: Blackwell Campground Waterline Installation

contract:

***No Government Furnished Property is applicable to this BPA Call Order Project.**

12445522A0001-0040: Forest Service, Northeast Zone Facilities Construction and Maintenance BPA

Solicitation Number: 12445123Q0029

Project Title: Blackwell Campground Waterline Installation

SECTION H--SPECIAL CONTRACT REQUIREMENTS

H.1 and H.2 are contained in the BPA.

H.3 PROTECTION OF HABITAT OF ENDANGERED, THREATENED AND SENSITIVE SPECIES

There are no Endangered, Threatened or Sensitive Species in the work area.

H.4 INDIVIDUAL PROJECT BPA CALL (Site Utilities)

PART II--CONTRACT CLAUSES

SECTION I--CONTRACT CLAUSES

I.1 through I.7 are included in the BPA.

I.1 **FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

www.acquisition.gov

www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

CALL ORDER CLAUSES FROM BPA

Construction Activity Clauses are Applicable

Construction Bond Clause Reiteration:

52.228-2 Additional Bond Security (OCT 1997) (*Applicable if contract exceeds \$35,000*)

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

(*Applicable if contract exceeds \$35,000*)

52.228-12 Prospective Subcontractor Requests for Bonds (MAY 2014) (*Applicable if contract exceeds \$35,000*)

52.228-14 Irrevocable Letter of Credit (NOV 2014) (*Applicable if contract exceeds \$35,000*)

52.228-15 Performance and Payment Bonds – Construction JUN 2020) (*DEV. APR 2020*)

52.228-17 Individual Surety – Pledge of Assets (Bid Guarantee) (FEB 2021) (*Applicable if contract 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.

FAR 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)* Item1:

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.]

FAR 52.228-1 BID GUARANTEE (SEP 1996)

(Applicable to Individual Project BPA Calls for construction activities that are over \$150,000)

(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 offer price for each Individual Project Call.

(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.

(d) 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.

Due to mail/delivery limitations as a result of the COVID-19 pandemic, quote guarantees must be submitted electronically via email with quotes. NO FAXES OR HARDCOPIES WILL BE ACCEPTED.

FAR 52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JUL 2000) *(Applicable to Individual Project BPA Calls for construction activities that are over \$35,000 but not more than \$150,000)*

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

- Payment Bond
- Irrevocable Letter of Credit

Certified Check, Cashier's Check or Postal Money Order made out to "USDA-Forest Service"; currency is not acceptable.

Payment Bond, Standard Form 25A, with approved corporate surety only; individual sureties are not acceptable; reference to the Miller Act under Instruction number 1 of SF25A does not apply.

(b) The amount of the payment protection shall be 100 percent of the Project Call.

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

(d) The payment protection shall provide protection for the full 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.

ALTERNATIVE FORMS OF SECURITY(AGAR 452.228-70)(NOV 1996)

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

I.8 ORDER OF PRECEDENCE—CONSTRUCTION

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The Schedule (excluding the specifications), i.e., Sections A, B, D, E, F, G, and H.
- (2) Representations and other instructions, i.e., Sections K, L, and M.
- (3) Contract clauses, i.e., Section I.
- (4) Other documents, exhibits, and attachments (excluding plans or drawings), i.e., Section J.
- (5) Supplemental Specifications.
- (6) Standard Specifications, i.e., Section C (including FAR clauses).
- (7)
 - (a) Plans, figured dimensions over scaled dimensions.
 - (b) Plans, large scale contract plans over small scale contract plans.
 - (c) Schedules on contract plans over any conflicting notations on contract plans.
- (8) Shop drawings.

I.9 PAYMENT FOR MATERIALS DELIVERED OFF THE SITE

As provided in FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, material acquired for incorporation into the project, and stored off site by the Contractor, may, at the option of the Contracting Officer, be included in progress payments. Prior to payment, such material will be subject to Government inspection and must be stored separately from other materials, and be identified as, "PROPERTY OF THE UNITED STATES, Project Name and Contract Number." In addition, the Contractor shall furnish the Government with a right of ingress and egress to the property together with right of removal.

I.10 PAYMENTS FOR INDIRECT ITEMS

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

I.11 PUBLIC OFFICIALS NOT PERSONALLY LIABLE

There shall be no personal liability upon the Government or officer in charge, their agents or employees, for any act performed in the discharge of any duty imposed or the exercise of any power or authority conferred upon them by, or within the scope of the contract, it being understood that in all such matters they act solely as agents and representatives of the Government.

I.12 WAGE DETERMINATION DECISION

The general wage determination applicable to the BPA Call Order will be incorporated with each Individual Project. The determinations attached in the parent BPA; Section J.2 & J.3 are for information only specific to BPA price evaluation.

I.13 RETURN OF PERFORMANCE AND PAYMENT BONDS

Performance and payment security furnished under this contract must be retained by the Government for a minimum of one year after acceptance of all work under the contract. Performance and payment security other than corporate or individual surety bonds will be returned to the Contractor one year after completion of work if no claims against these bonds have been filed at that time.

I.14 PAYMENT FOR PERFORMANCE AND PAYMENT SECURITY EXPENSES

It is mutually agreed that the premium costs for performance bonds, payment bonds and alternative payment protections furnished for this contract are included in the total amount bid for other items and

that any payment to the Contractor for the cost of bonds made in accordance with FAR 52.232-5 refers only to corporate sureties listed in the current Department of Treasury Circular 570 and no advance payment will be made for bond premiums where other than corporate surety bonds are furnished. Bond premiums as used in this paragraph and FAR 52.232-5 shall include any Small Business Administration fees paid in connection with SBA guaranteed corporate surety bonds.

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

SECTION J--LIST OF ATTACHMENTS

LIST OF ATTACHMENTS

- A1 Site Plan Blackwell CG Waterline Inst
- A2 Statement of Work
- A3 Wage Determination
- A4 Past Performance Questionnaire
- A5 Waterline Installation Std & Specs Blackwell

PART IV—REPRESENTATIONS AND INSTRUCTIONS

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

Section K was included in the parent BPA.

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

Addendum: In the following provisions, replace all references to “offeror” or “bidder” with “quoter,” and “proposal” or “bid” with “quote.”

L.1 – FAR Provision(s)

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 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>

52.236-27 Site Visit (Construction) (Feb 1995)

N/A

L.3 Quote Submission Instructions

- 1) General Instructions – Quotes responding to this solicitation will be evaluated IAW FAR Part 13. To assist with an efficient and minimally burdensome evaluation, any quotes submitted in response to this solicitation shall address the evaluation factors described in this provision. The Forest Service may reject your quote for failure to address each factor in accordance with these instructions.
- 2) Email Quotes
 - a) *Definition.* “Email Quote,” as used in this provision, means a quote, revision, or modification of a quote, or withdrawal of a quote that is transmitted to and received by the Government via email.
 - b) The email address to send quotes to is: charles.cotton@usda.gov
- 3) The Government will evaluate quotes IAW the evaluation factors set forth in Section M of this RFQ. Quoters shall submit their quote(s) in the following format and quantities specified here:

a) **Evaluation Factor 1: Experience**

Submit a short narrative providing details of the experience the firm has (either as a prime or subcontractor) for work similar in nature and scope relative to installation and/or replacement of main water lines in geographical conditions similar to this requirement.

b) **Price:** Submit a filled-in Schedule of Items above (Section B)

This information will be used by the Government for evaluation purposes in order to make a contract award decision (see sub-Section M.2 below).

SECTION M – EVALUATION FACTORS FOR AWARD

Addendum: In the following provisions, replace all references to “offeror” or “bidder” with “quoter,” and “proposal” or “bid” with “quote.”

Quotes will be evaluated using Simplified Acquisition Procedures in accordance with FAR 13.106-2 Evaluation of Quotes. The Government intends to award a contract resulting from this solicitation to the responsible quoter whose quote conforming to the solicitation represents the best value to the Government.

M.1 – FAR Provision(s)

M.2 – Evaluation Procedures

Quotes received will be evaluated as described below:

1) **Evaluation Factor 1: Experience** When evaluating this factor, the Government will evaluate the specialized experience and skills of the firm with a focus on experience that is similar to the specified project and that is stated in attached A4 Past Performance Questionnaire.

a) Experience with installation and/or replacement of water lines.

2) **Price:** When evaluating this factor, the Government will evaluate price for reasonableness in accordance with FAR 13.106-3(a).