

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)			THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET ASIDE			PAGE 1 OF 2 PAGES					
1. REQUEST NO. 12905B23Q0044		2. DATE ISSUED 04/12/2023		3. REQUISITION/PURCHASE REQUEST NO. 1093652		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG.1		RATING			
5a. ISSUED BY USDA ARS PWA AAO ACQ/PER PROP 800 BUCHANAN STREET ALBANY CA 94710						6. DELIVERY BY (Date) 120 Days After Notice to Proce					
5b. FOR INFORMATION CALL: (No collect calls)						7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)					
						9. DESTINATION					
						a. NAME OF CONSIGNEE PWA U.S. ARID LAND AGRICULTURAL RES					
NAME THEODORE BLUME			TELEPHONE NUMBER AREA CODE 850 NUMBER 819-8885			b. STREET ADDRESS 21881 NORTH CARDON LANE					
8. TO:						c. CITY MARICOPA					
a. NAME			b. COMPANY								
c. STREET ADDRESS											
d. CITY			e. STATE		f. ZIP CODE		d. STATE AZ		e. ZIP CODE 85138		
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 05/12/2023 1700 PT			IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.								
11. SCHEDULE (Include applicable Federal, State and local taxes)											
ITEM NO. (a)	SUPPLIES/SERVICES (b)				QUANTITY (c)	UNIT (d)	UNIT PRICE (e)		AMOUNT (f)		
	The contractor shall provide all labor, materials, equipment, supplies, supervision and transportation necessary complete the upgrade exterior lighting to LED lighting. All work shall be done in accordance with (IAW) the terms and conditions, drawings, SOW and other attachments. IAW FAR 36.204, the estimated magnitude of this project is between \$25,000 and \$100,000. Completion shall be 120 days after Notice to Proceed DOL General Decision # AZ20230033 Rev 2 dated Continued ...										
12. DISCOUNT FOR PROMPT PAYMENT			a. 10 CALENDAR DAYS (%)		b. 20 CALENDAR DAYS (%)		c. 30 CALENDAR DAYS (%)		d. CALENDAR DAYS NUMBER PERCENTAGE		
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached											
13. NAME AND ADDRESS OF QUOTER					14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION			15. DATE OF QUOTATION			
a. NAME OF QUOTER					16. SIGNER a. NAME (Type or print)			b. TELEPHONE			
b. STREET ADDRESS								AREA CODE			
c. COUNTY											
d. CITY			e. STATE		f. ZIP CODE		c. TITLE (Type or print)		NUMBER		
AUTHORIZED FOR LOCAL REPRODUCTION Previous edition not usable										STANDARD FORM 18 (REV. 6-95) Prescribed by GSA - FAR (48 CFR) 53.215-1(a)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
12905B23Q0044

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	02/03/2023 is applicable to this contract. Period of Performance: 06/06/2023 to 10/04/2023 Exterior Lighting Upgrade Product/Service Code: N062 Product/Service Description: INSTALLATION OF EQUIPMENT- LIGHTING FIXTURES AND LAMPS Delivery: 120 Days After Notice to Proceed	1	JC		

SECTION B- SUPPLIES AND SERVICES AND PRICE/COST

B.1 QUOTE SCHEDULE

In order to be considered responsive, a Quote must propose on all items in the quantities stated in the schedule.

B.2 SCOPE OF WORK

The USDA ARS requires a Qualified Contractor to provide labor, supervision, equipment, and supplies/materials, except those furnished by the Government, necessary to Replace 90 Government Supplied greenhouse roof panels as described in the Statement Of Work (SOW). The contractor shall maintain the current facility buildings, grounds and equipment to their most productive and efficient state of performance. All work shall be performed in accordance with the terms, conditions, drawings and specifications contained in this document.

B.3 SCHEDULE OF ITEMS

CLIN #	Description	Unit	Qty	Total
Base 00001	The contractor shall provide all labor, materials, equipment, supplies, supervision and transportation necessary complete the upgrade exterior lighting to LED lighting. All work to be accomplished in accordance with the award and all attachments.	JC	1	

TOTAL: \$

B.4 PERIOD OF PERFORMANCE

120 calendar days after notice to proceed.

B.5 ADDITIONAL QUOTER INFORMATION

Quotes are to be received no later than 5:00 p.m. Pacific Time, 12 May 2023. Quote must be in writing and emailed to theodore.blume@usda.gov. Late quotes after this deadline may be considered only if it is in the government's best interest and if it will not unduly delay award.

Quote MUST BE ANNOTATED AS SUCH AND REFERENCE THE SOLICITATION NUMBER.

SECTION C-DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 STATEMENT OF WORK/SPECIFICATIONS (AGAR 452.211-72) (FEB 1988)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications referenced in Section J.

C.2 ATTACHMENTS TO STATEMENT OF WORK/SPECIFICATIONS (AGAR 452.211-73) (FEB 1988)

The attachments to the Statement of Work/Specifications listed in Section J are hereby made part of this solicitation and any resultant contract.

C.3 BONDING

Bid Guarantee: A bid guarantee is **not** required for quotes **less than \$150K**.

If a quote is above \$150K, a bid guarantee is required in an amount not less than 20 percent of the proposed price but shall not exceed \$3,000,000 (for quotes of \$35,000 or more). Failure to furnish the required bid guarantee in the proper form and amount, by the time set for receipt of quotes, shall require rejection of the quote in all cases except those listed in Federal Acquisition Regulation (FAR) 28.101-4. Bid Bonds must be provided using Standard Form 24 (see FAR 28.106-1) electronic versions of Bid Guarantee will be accepted. Individual sureties have to be acceptable to the Contracting Officer (see FAR 28.203) and be accompanied by Standard Form 28 Affidavit of Individual Surety. Other forms of offer security are acceptable as denoted in solicitation provision FAR Part 28.203-2. The cost of a Bid Guarantees will not be reimbursed.

After award, in accordance with Contract Clause 52.228-15, and FAR 28.102, Contractors are reminded that **any amount awarded over \$35,000.00 shall require a Payment Bond (SF 25A), and awards exceeding \$150,000.00 shall require both Payment and Performance Bonds (SF 25).**

Payment and Performance bonds are due **no later than 10 days after notification of award**.

C.4 BIOBASED PRODUCTS REQUIREMENTS

This procurement requires the use of biobased products to the extent that such products are reasonably available, meet agency or relevant industry performance standards, and are reasonably priced. Where available, these products should first be acquired from among qualified products that fall under the umbrella of items designated through the USDA BioPreferred SM Program.

The Contractor must comply with the Farm Security and Rural Investment Act of 2002 (FSRIA), 7 U.S.C. 8102; the Food, Conservation and Energy Act of 2008 (FCEA), 7 U.S.C. 8102; the Federal Acquisition Regulation; Executive Order (EO) 13514, "Federal Leadership in Environmental, Energy and Economic Performance," dated October 5, 2009; EO 13423, "Strengthening Federal Environmental, Energy, and Transportation Management," dated

January 24, 2007; and Presidential Memorandum, "Driving Innovation and Creating Jobs in Rural America through Biobased and Sustainable Product Procurement," dated February, 2012 to provide biobased products.

The Contractor shall utilize products and material made from biobased materials (e.g. biobased greases; biobased hydraulic fluids, biobased absorbents) to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user. All supplies and materials shall be of a type and quality that conform to applicable Federal specifications and standards. All supplies and materials to be used in the performance of work described herein are subject to the approval of the Contracting Officer Representative (COR).

The following is an example list of products that may be used in this minor construction contract for which biobased products are available and the designated biobased content. The list is not all inclusive. It is desirable that vendors be able to supply the greatest number of biobased products listed meeting the health and environmental specifications.

- Adhesive and Mastic Removers - 58 percent
- Asphalt and Tar Removers - 80 percent
- Asphalt Restorers - 68 percent
- Carpet - 7 percent
- Carpet and Upholstery Cleaners - 54 percent and Spot Removers - 7 percent
- Composite Panels - Acoustical - 37 percent; Interior Panels - 55 percent; Plastic Lumber - 23 percent;
- Structural Interior Panels - 89 percent; Structural Wall Panels - 94 percent and Countertops and Solid
- Surface- 89 percent
- Concrete and Asphalt Cleaners - 70 percent
- Concrete and Asphalt Release Fluids - 87 percent
- Dust Suppressants - 85 percent
- Erosion Control Materials - 77 percent
- Floor Coverings (Non-Carpet) - 91 percent
- General Purpose Cleaners - 54 percent
- Hand Soaps and Cleaners - 64 percent
- Industrial Cleaners - 41 percent
- Insulating Foam - 7 percent
- Leather, Vinyl, and Rubber Care Products - 55 percent
- Paint- Interior Paints and Coatings, Latex - 20 percent and Oil-based - 67 percent
- Paint Removers - 41 percent
- Roof Coatings - 20 percent
- Wastewater Systems Coatings - 47 percent
- Water Tank Coatings - 59 percent
- Wood and Concrete Sealers - Membrane Concrete Sealers- 11 percent and Penetrating Liquids - 79
- percent
- Wood and Concrete Stains - 39 percent

Reporting is required by Sections 9002 of the Food Conservation and Energy Act of 2008 and the Agricultural Act of 2014. The Contractor shall provide quantities, product types and dollar value of any USDA-designated biobased product purchased by the Contractor. This important data shall be submitted to the COR for the current quarter and current contract year. A brief explanation shall include the methodology used to calculate the dollar value of USDA-designated products used or supplied.

The Contractor should also note that USDA-designated biobased products are available for purchase through the AbilityOne Program (formerly known as the Javits- Wagner-O'Day (JWOD) Program). Under this program, members of organizations including the National Industries for the Blind (NIB) and the National Institute for the Severely Disabled (SourceAmerica) offer products and services that are mandatory by Federal agencies. A search of the AbilityOne Program's online catalog (www.ability.gov) indicated biobased products that include but are not limited to: cleaners (glass, hand, and multipurpose), graffiti removers, and sorbents.

For more information regarding the Department of Agriculture Biobased Program go to: <http://www.biopreferred.gov>.

C.5 PERMITS AND LICENSES

Pursuant to FAR 52.236-7 Permits and Responsibilities, the Contractor shall obtain all required permits, licenses, and authorizations to perform work under this contract and comply with all the applicable Federal, state, and local laws and regulations.

C.6 DIRECTIVES, INSTRUCTIONS AND REFERENCES

Only the Contracting Officer shall issue directives/instructions defining the roles and responsibilities and appointment of a Contracting Officer Representative (COR); Location Monitor (LM); Project Manager (PM); Occupational Health & Safety Manager and/or any other functional appointment as deemed necessary for the scope of work.

C.7 WORK MANAGEMENT

The Contractor shall manage the total work effort associated with the services required in each task order to meet the performance objectives and standards. Such management includes but is not limited to planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and quality control. The Contractor shall provide a staff with the necessary management expertise to assure performance objectives and standards are met.

C.8 SERVICE INTERRUPTIONS/UTILITY OUTAGES

If any utilities or other services must be discontinued (even temporarily) due to scheduled contract work, the Contractor shall notify the Contracting Officer Representative ten calendar days in advance to allow notification of affected tenants and customers. If the discontinued service is due to an emergency breakdown the Contractor shall notify the Contracting Officer Representative as soon as practicable.

At a minimum, include the location of the outage, utilities being affected, duration of outage and any necessary sketches. Once approved, and prior to beginning work on the utility system requiring shut down, attend a pre-outage coordination meeting with the Contracting Officer to review the scope of work and the lock-out/tag-out procedures for worker protection. No work will be performed on energized electrical circuits unless proof is provided that no other means exist.

C.9 EMPLOYEE REQUIREMENTS

The Contractor shall provide experienced, qualified, and capable personnel to perform the work in this contract. Personnel shall be fully knowledgeable of all safety and environmental requirements associated with the work they perform. Competent personnel shall be provided as required by each contract.

C.10 OSHA COMPLIANCE

Contractor must maintain a workplace and ensure that workplace conditions conform to applicable OSHA standards.

C.11 EMPLOYEE CONDUCT/REMOVAL OF EMPLOYEES

Contractor employees and Subcontractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.

The Contractor shall remove from the site any individual whose continued employment is deemed by the Contracting Officer to be contrary to the public interest or inconsistent with the best interests of Agricultural Research Service.

SECTION D - PACKAGING AND MARKING

D.1 FOR THIS SOLICITATION, THERE ARE NO CLAUSES IN THIS SECTION.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52-252-2)

FARNUMBER	TITLE	DATE
s2.246-12	INSPECTION OF CONSTRUCTION	AUG 1996

E.2 INSPECTION AND ACCEPTANCE (AGAR 452.246-70) (FEB 1988)

(a) The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.

(b) Inspection and acceptance will be performed at:

USDA-ARS-PWA ALARC
21881 N Cardon Lane
Maricopa AZ 85138

E.3 FINAL INSPECTION

(a) A final inspection shall be made only when all the materials have been furnished, all the work has been performed, and all the construction provided for by the contract has been completed in accordance with the terms, conditions, specifications, and drawings set forth in this contract. If, upon examination by the Contracting Officer, his/her designated representative, and Government inspection personnel, the project is determined not sufficiently completed to have warranted a final inspection, the Contractor may be held financially liable for any additional cost of re-inspection when material and workmanship are not ready at the time specified by the Government for project inspection.

(b) Contractor shall give the Contracting Officer ten (10) calendar days advance notice, in writing, of the date the work will be fully completed and ready for final inspection.

(c) The Contracting Officer will notify the Contractor of any discrepancies and/or omissions noted at the final inspection by providing a "punchlist" as to the discrepancies/omissions, replacement of materials and performance or re-performance of any unsatisfactory work necessary for final acceptance. This notification shall not in any way be deemed an extension of the contract completion date. If all construction required by the contract is found completed and all contractual documents (i.e. payrolls, shop/as-builts/red-line drawings, release from claims, etc.) have been submitted, the Contracting Officer shall notify the Contractor of such in writing by processing the final payment for the project.

(d) Acceptance shall be final and conclusive, except for latent defects, fraud, or such gross mistakes as may amount to fraud, or regarding the Government's right under any warranty or guarantee.

E.4 FINAL ACCEPTANCE

Upon written notification that all deficiencies identified during the final inspection have been corrected, the Contracting Officer will schedule a final acceptance inspection of the work. If all construction required by the contract is determined to be complete and all requisite contract deliverables (e.g., certified payroll records, as-built drawings, warranty documents, etc.) have been submitted and approved by the Government, the Contracting Officer shall notify the Contractor in writing of such acceptance. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)

FAR CLAUSE	TITLE	DATE
52.242-14	SUSPENSION OF WORK	APR 1984

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

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by 8 May 2023. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer shall designate the Contracting Officer's Representative (COR) at the time of contract award, if one is required. The Contractor will be notified by letter of the name and duties of the COR if a COR is designated.

G.2 CONTRACT CLOSEOUT

(a) Closeout Procedures:

(1) Comply with provisions in conditions of Solicitation/Contract Agreement relating to submittals prior to substantial completion, or Owner's use of completed portions of work.

(2) Provide submittals required by governing authorities.

(b) Cleaning:

(1) Execute cleaning during progress of work and at completion of work.

(2) Reference other specification sections for additional specific work.

(3) Maintain premises and public properties free from accumulations of waste, debris, and rubbish caused by operations.

(4) At completion of work, remove waste materials, rubbish, tools, equipment, machinery, and surplus materials:

a. Clean all sight-exposed surfaces.

b. Leave project clean and ready for occupancy or use.

c. All floors are to be broom and wet mop cleaned.

(5) Areas disturbed during construction operations shall be restored generally to match conditions

existing prior to start of work.

(c) Project Record Drawings:

- (1) Maintain documents in clean, dry, legible condition.
- (2) Make documents available at all times for inspection by COR, CO, and other individuals as may be designated by the CO.
- (3) Label each document "Project Record."
- (4) Keep record documents current.
- (5) Do not conceal work until required information has been recorded.
- (6) At completion of work, and before final acceptance, submit as-built drawings in accordance with special contract requirements.
- (d) Operating and Maintenance Manuals:
 - (1) System Demonstration
 - a. Prior to final inspection demonstrate operation of each system to the COR, CO, and other individuals as may be designated by the CO.
 - b. Instruct designated Government personnel in operation, adjustment, and maintenance of equipment and systems, using the operation and maintenance data as the basis of instruction.
 - (2) Warranties and Bonds:
 - a. Submit warranties and maintenance bonds prior to final application for payment.
 1. Submit within ten days after date of substantial completion.
 2. For items of work delayed materially beyond date of substantial completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

G.3 AS-BUILT DRAWINGS

If required by the SOW, on completion of work, one set of paper specifications and one print and one plastic reproducible of each of the contract drawings accompanying those specifications shall be neatly and clearly marked in red to show all variations between the construction actually provided and that indicated or specified and delivered to the CO.

Where a choice of materials and/or methods is permitted, the as-built drawings shall define the construction actually provided. Representation of such variation shall conform to standard drafting practice and include such supplementary notes, legends and details as may be necessary. The contractor shall stamp the term RECORD DOCUMENTS, date and sign all plastic reproducible, drawings and volumes of marked specifications. Legibility and clear portrayal of the as-built construction and marked prints shall be subject to approval by the Contracting Officer with the recommended approval of the Area Office Engineer.

G.4 RELEASE FROM CLAIMS

The Contractor shall complete and submit a release of all claims against the Government arising under and by virtue of the purchase order, similar to the following with the final invoice/billing request:

For and in consideration for the receipt of final payment in the amount of\$ _____under and pursuant to Purchase Order No. _____, the undersigned hereby releases the Government from any and all obligations whatsoever arising under said purchase order.

Name, Title, and Signature of Contractor

DATE

G.5 SUMMARY SHEET FORMAT

DATE
 PROJECT LOCATION
 CONTRACTNUMBERCONTRACTOR
 CHANGE ORDER NO. _____DESCRIPTION

PRIME CONTRACTOR'S WORK

1. Direct Materials		\$
2. Sales Tax on Materials		
3. Direct Labor	% of line 1	\$
4. Insurance, Taxes, and Fringe Benefits		\$
5. Rental Equipment		
6. Sales Tax - Rental Equipment	% of line 3	\$
7. SUBTOTAL {lines 1-6)		\$
8. Overhead		\$
9. SUBTOTAL {add lines 7-8)	% of line 5	\$
		\$
	% of line 7	\$
		\$

SUBCONTRACTOR'S WORK

10. Direct Materials		\$
11. Sales Tax on Materials		
12. Direct Labor	% of line 10	\$
13. Insurance, Taxes, and Fringe Benefits		\$
14. Rental Equipment		
15. Sales Tax - Rental Equipment	% of line 12	\$
16. SUBTOTAL {lines 10-15)		\$
17. Overhead		\$
18. SUBTOTAL {add lines 16-17)	% of line 14	\$
19. Profit		\$
20. SUBTOTAL {add lines 18-19)		\$
	% of line 16	\$
		\$
	% of line 18	\$
		\$

SUMMARY

21. Primes Work (from line 9)		\$
22. Subs Work (from line 20)		\$
23. SUBTOTAL (add lines 21-22)		\$
24. Primes Overhead on Sub	% of line 16	\$
25. Primes Profit	% of line 16	\$
26. SUBTOTAL (add lines 23-25)		\$
27. Primes Bond Premium	% of line 26	\$
28. TOTAL Cost		\$

Estimated time extension (if any and justification):

Signature and Title of Preparer

Date

NOTE: THE CUMULATIVE TOTAL FOR OVERHEAD AND PROFIT OF ALL SUBCONTRACTORS AND THE PRIME CONTRACTOR SHALL NOT EXCEED 30 PERCENT. FOR PRIME CONTRACTORS WORK ONLY, THE CUMULATIVE TOTAL FOR OVERHEAD AND PROFIT SHALL NOT EXCEED 20 %.

G.6 INVOICE PREPARATION AND SUBMISSION

Based upon acceptance of required contract deliverables, the contractor shall submit an original invoice to the following email address:

Email: harry.gardner@usda.gov theodore.blume@usda.gov

The contractor shall include the following information on each invoice in order to be considered a proper invoice:

1. Name and address of contractor.
2. Invoice number and Invoice date.
3. Contract number.
4. Description of work and period of performance.
5. Name, title, phone number, and complete mailing address of official to whom payment is to be sent.
6. Name, title, phone number, and complete mailing address of person to notify in the event of a defective invoice.

7. Taxpayer Identification Number (TIN) and SAM Unique Entity ID Number.
8. Invoices must be submitted along with certified payroll records, Contractor certification, and updated CPM Schedule.

Once the paper invoice has been approved by the Contracting Officer, the Contractor shall submit the invoice electronically through the U.S. Department of Treasury Invoice Processing Platform (IPP) at www.ipp.gov. This is a mandatory requirement.

G.7 MODIFICATION FOR CONTRACT CLOSEOUT (AGAR 452.204-70) (DEVIATION JULY 2022)

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

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

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

(End of clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)

FAR CLAUSE	TITLE	DATE
IN/A		

H.2 USE OF PREMISES (AGAR 452.236-72) (NOV 1996)

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 the campsite or trailer parking area of any employee working on the project for the Contractor.

Unless accepted elsewhere in the contract, the Contractor shall (i) provide and maintain sanitation facilities for the workforce at the site and (ii) dispose of solid waste in accordance with applicable Federal, State and local regulations.

H.3 MAXIMUM WORKWEEK - CONSTRUCTION SCHEDULE (AGAR 452.236-75) (NOV 1996)

Within 10 (ten) calendar days after receipt of a written request from the Contracting Officer, the Contractor must submit the following information in writing for approval:

A schedule as required by FAR clause 52.236-15, "Schedules for Construction Contracts" and the hours (including the daily starting and stopping times) and days of the week the Contractor proposes to carry out the work. The maximum workweek that will be approved is 7:00am to 3:00pm Monday through Friday, excluding Federal Holidays.

MAXIMUM WORKWEEK - CONSTRUCTION SCHEDULE (SUPPLEMENT)

The following applies to all work performed on Government-owned property:

(a) Listed below are official Government holidays:

New Year's Day January 1*

Martin L. King Birthday Third Monday in January

President's Day Third Monday in February

Memorial Day Last Monday in May

Juneteenth Day in June*

Independence Day July 4*

Labor Day First Monday in September

Columbus Day Second Monday in October

Veterans Day November 11*

Thanksgiving Day Fourth Thursday in November

Christmas Day December 25*

*In accordance with Federal regulations, if these holidays fall on a Saturday, the holiday will be observed on Friday, if Sunday, holiday will be observed on Monday.

The contractor will be required to follow Government procedures for any unscheduled shut down of the Government installation due to weather conditions, security, Government identified emergency health and safety evacuation, etc.

(b) SEVERE WEATHER WARNING REQUIREMENTS: When a severe weather warning has been issued for the area in which construction is being performed, the contractor shall immediately take action to tie down, or otherwise secure structures, materials, and equipment on the job site that could become airborne as a result of strong winds, thunderstorms, rain or other weather related conditions, including protection from extreme or extended periods of cold or heat. These requirements are applicable 24 hours a day, 7 days a week.

(c) WORK OUTSIDE REGULAR HOURS: If the contractor desires to work outside regular hours, or on Saturday, Sunday, or Federal legal holidays, he shall submit a written request to the CO/COR 5 working days in advance to allow ample time for approval or disapproval and to

enable satisfactory arrangements to be made for security, safety, and inspecting the work progress.

In cases where the contractor receives approval to work outside of normal working hours for his convenience, cost incurred by the contractor for overtime and additional cost incurred by the Government for services including inspection costs shall be borne by the contractor.

H.4 SUBMITTALS AND SHOP DRAWINGS

- a. The Contractor shall submit for approval, two (2) copies (minimally) of shop drawings of all manufactured products required in the construction for which such drawings are required. When approved, the Government will forward one set to the Contracting Officer's Representative (COR), and one set to the Contractor. If the Contractor requires more than one approved set, additional copies of this document must be forwarded in the number needed.
- b. Shop drawings and submittals shall be marked with the Purchase Order Number, Project Description, Name of the Contractor, and accompanied by a letter of transmittal. If the shop drawings show variations from the purchase order requirements because of standard shop practice or other reasons, the Contractor shall make specific mention of such variations in his/her letter of transmittal or directly on the drawing/submittal.
- c. Approval of shop drawings will be general and will not relieve the Contractor of the responsibility of furnishing material and work required by the purchase order.
- d. Shop drawings shall be submitted for approval in ample time to permit checking of the drawings, allow the Contractor to make any corrections and resubmit drawings prior to the time construction is started on work covered by any drawings.
- e. Non-approval of equipment due to failure to meet specifications or non-approval of the Contractor's drawings due to submission of incomplete or incorrect information shall not be considered as a basis for extension of time for completion of the purchase order.
- f. The quantity of shop drawings required may be subject to change due to construction management surveillance needs and/or the complexity of the project. Quantities of shop drawings and submittals will be finalized at the preconstruction conference.

H.5 AS-BUILT DRAWINGS AND OPERATIONS AND MAINTENANCE MANUALS

If As-Built drawings are required by the SOW, upon completion of the Contract, the Contractor shall submit to the Contracting Officer two (2) sets of neatly marked (in red) and labeled "As-Built" drawings and shall also submit three (3) copies of each Operations and Maintenance Manuals for any and all equipment furnished and/or installed by the Contractor under this contract. Final payment shall not be made unless and until such documentation is received and accepted by the Contracting Officer.

H.6 UTILITIES OUTAGE

Any interruption of utilities or services that would interfere with the operation of the facility will be permitted only with prior written approval from the Contracting Officer. Any utilities or service connections made at other than normal working hours will be at no additional cost to the Government. Permission to make such an interruption shall be requested in writing to the

Contracting Officer, at least three (3) days prior to the day of interruption. Failure by the Contractor to comply with this requirement will cause the Contractor to be subject to liability for actual damages.

H.7 LIST OF MATERIALS

(a) The Contractor shall submit for approval a complete list, in electronic form, of brands, type, and make of various equipment and materials proposed to be used. If the Contractor fails to submit such a list, or names of equipment which does not comply with the specifications/SOW, or if the manufacturers named are unsatisfactory, the Government reserves the right to reject same and to select satisfactory substitute materials. This selection shall be final and finding upon the Contractor, and the work shall be installed on this basis without change in contract price.

(b) In order to properly identify and to prove compliance with the requirements of the specifications, the Contractor shall give the following data for each product included in the list of materials.

- Section heading of the specifications under which material is specified.
- Manufacturer's name and address.
- Grade, type, trade or catalog number.
- Size, capacity, and other pertinent data.

(c) All materials, fixtures, and equipment furnished and installed under this contract shall be new and of the best quality; shall be standard cataloged products or reputable manufacturers products or of special manufacture, satisfying completely the contract requirements.

(d) Similar items, unless otherwise specified herein or approved by the Contracting Officer, shall be the product of the same manufacturer, and those fulfilling the same requirements as to size and construction shall be identical.

(e) Substitutions and/or Approved Equal: Where particular make, brand or type of material or equipment is mentioned in these specifications, it is to denote quality standard of article desired, but does not restrict contractor to brand specified; however, any substitution must be met with approval of the Contracting Officer. Other products comparable in type, quality, utility, and price are acceptable if approved by the Contracting Officer. Burden of proof of equality shall rest with the Contractor. The Contracting Officer shall be sole judge of paralleled quality.

H.8 COOPERATION WITH OTHER CONTRACTORS

During the period of construction for the work covered by this contract, other contractors performing work for the Government may be operating concurrently at the site. To minimize interference and delay to the construction progress of all concerned, all contractors shall cooperate with each other and coordinate their construction operations to the fullest extent. As far as practicable, all contractors performing work for the Government at the site shall have equal rights to the use of all referenced facilities. In a dispute regarding the use of such facilities, the matter shall be referred to the Contracting Officer.

H.9 PROPERTY DAMAGE LIABILITY INSURANCE

The Contractor shall ensure that the property damage liability insurance policy (or rider) required by FAR 52.228-5, Insurance--Work on a Government Installation, is in full compliance with all

the terms and conditions of this contract. The policy shall not contain any exclusions or exceptions that would limit or adversely affect the Government's rights and remedies under any other clause in this contract or other Federal regulation or law. Should there be any exclusions or exceptions contained in the policy that limits or adversely affects the Government's rights, the Contractor shall be responsible for the full amount of any damages that occur to the immediate facilities, adjacent facilities/property, and other Government property under the control of the Contractor due to fraud, negligence, vandalism, willful misconduct, or violation of Federal, state, or local safety regulations, building codes and laws. The Contractor shall have full responsibility and is liable for these facilities and properties until the Government has accepted the contract as being completed in full and a release from claims has been received from the Contractor.

For those areas where the Government has taken "beneficial occupancy" prior to completion and acceptance of the whole contract, the contractor shall not be responsible for those specific areas under Government control, except in such instances where damage occurs to those areas as a result of negligence, fraud, vandalism, willful misconduct, or violation of Federal, state, or local safety regulations, building codes, or laws in those areas under the control of the Contractor. This liability and responsibility includes the activities of all the Contractor's personnel, their subcontractors and suppliers.

H.10 ENERGY EFFICIENCY

As required in clause 52.223-15 Energy Efficiency in Energy-Consuming Products, the contractor shall only provide products that earn the ENERGY STAR label and meet ENERGY STAR specifications for energy efficiency. The contractor is encouraged to visit <http://www.energystar.gov> for complete product specifications and updated lists of qualifying products."

SECTION I - CONTRACT CLAUSES

1.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)

<u>FAR CLAUSE</u>	<u>TITLE</u>	<u>DATE</u>
52.204-9	Personal Identity Verification of Contractor Personnel	Jan-2011
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
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	Nov-2015
52.213-4	Terms and Conditions-Simplified Acquisitions (Other Than Commercial Items).	Mar-2023
52.219-6	Notice of Total Small Business Set-Aside	Nov-2020

52.219-28	Post-Award Small Business Program Representation	Mar-2023
52.222-6	Construction Wage Rate Requirements	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
52.222-27	Affirmative Action Compliance Requirements for Construction	Apr-2015
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	Sep-2013
52.223-3	Hazardous Material Identification and Material Safety Data Alt. I (July 1995)	Feb-2021
52.223-6	Drug-Free Workplace	May-2001
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
52.227-4	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
52.228-11	Individual Surety-Pledge of Assets	Feb-2021
52.228-12	Prospective Subcontractors Requests for Bonds	May-2014
52.228-13	Alternative Payment Protections	Jul-2000
52.228-14	Irrevocable Letter of Credit	Nov-2014
52.232-5	Payments Under Fixed-Price Construction Contracts	May-2014
52.232-23	Assignment of Claims	May-2014
52.232-27	Prompt Payment for Construction Contracts	Jan-2017
52.236-2	Differing Site Conditions	Apr-1984
52.236-3	Site Investigation and Conditions Affecting the Work	Apr-1984
52.236-5	Material and Workmanship	Apr-1984
52.236-6	Superintendence by the Contractor	Apr-1984
52.236-7	Permits and Responsibilities	Nov-1991
52.236-8	Other Contracts	Apr-1984

52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	Apr-1984
52.236-10	Operations and Storage Areas	Apr-1984
52.236-11	Use and Possession Prior to Completion	Apr-1984
52.236-12	Cleaning Up	Apr-1984
52.236-13	Accident Prevention	Nov-1991
52.236-14	Availability and Use of Utility Services	Apr-1984
52.236-17	Layout of Work	Apr-1984
52.236-21	Specifications and Drawings for Construction-Alt I	Apr-1984
52.236-26	Preconstruction Conference	Feb-1995
52.243-5	Changes and Changed Conditions	Apr-1984
52.245-1	Government Property	Sep-2021
52.246-21	Warranty of Construction	Mar-1994
52.248-3	Value Engineering-Construction	Oct-2020

Note: In addition to the requirements of FAR 52.223-2; The contractor shall report to the environmental point of contact, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the contractor during the previous fiscal year.

- The report must be submitted no later than October 31 of each year during contract performance and at the end of contract performance.
- The environmental point of contact for all USDA Agencies is:
Karen Zhang
Karen.Zhang@dm.usda.gov
Phone: 202-401-4747
- Biobased reporting shall be completed by following the instructions provided in the System for Award Management (SAM).

1.2 BUY AMERICAN -CONSTRUCTION MATERIALS (FAR 52.225-9) (OCT 2022)

(a) Definitions. As used in this clause-

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

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

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

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

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

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

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

Cost of components means-

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

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

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

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

Domestic construction material means-

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

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

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

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

delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

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

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

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

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

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

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

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

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

(b) Domestic preference. (1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a

COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. (See FAR 12.505(a)(2)). The

Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

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

NONE

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

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

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

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

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

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

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

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

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

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute. (1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description	Unit of Measure	Quantity	Price (dollars)*
Item 1:			

Foreign construction material

Domestic construction material

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.]

(End of clause)

1.3 NOTICE OF BUY AMERICAN ACT REQUIREMENT-CONSTRUCTION MATERIALS (FAR 52.225-10) (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.

1.4 SUPPLEMENT TO CHANGES CLAUSE

The provisions of the Changes and Changed Conditions Clause (FAR 52.243-5), as applicable, are supplemented as follows:

a) The contractor shall provide an itemized breakdown or take-off for all charges involving an increase or decrease in the contract price. The request shall be in sufficient detail that will enable the Government to determine the reasonableness of the contractor's and subcontractor's cost to do the change. As a minimum, the following shall be shown:

1. Material quantities and unit prices;
2. Labor costs (broken down by trades, hours worked, and hourly rate);
3. Labor burden (Fringe Benefits, Workmen's Compensation, and Public Liability Insurance);
4. Overhead;
5. Profit;
6. FICA, and FUTA employment taxes; and
7. Sales tax (if any).

b) On requests offering a credit for work omitted, deductions for overhead and profit shall also be shown.

c) If the proposed change will result in an increase or decrease in the contract performance period, the contractor shall state the exact number of days involved. If the proposed change is approved and the Government agrees with the increase or decrease in completion time, the completion date will become a part of the contract modification.

d) Following (G.5) is a sample format for showing related costs as a result of a change order. A similar sheet shall accompany each written detailed cost breakdown. The sample format is self-explanatory and clearly shows the method for computing overhead, profit, and other items on proposed changes.

1.5 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (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 address:

<http://acquisition.gov>.

1.6 INSURANCE COVERAGE (AGAR 452.228-71) (NOV 1996)

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

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

(b) General Liability.

(1) The Contractor shall have bodily injury liability coverage written on a comprehensive form of policy of at least \$500,000 per occurrence.

(2) The Contractor shall have property damage liability insurance shall be required in the amount of \$1.0 million 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.

1.7 REIMBURSEMENT FOR BOND PREMIUMS-FIXED-PRICE CONSTRUCTION CONTRACTS (AGAR 452.232-70) (NOV 1996)

The contract price includes the total amount for premiums that the contractor attributes to the furnishing of performance and payment bonds required by the contract. Reimbursement for bond premiums under the clause at FAR 52.232-5, Payments under Fixed-Price Construction Contracts, shall not cover any amount therefor not included in the contract price.

1.8 PROHIBITION AGAINST THE USE OF LEAD-BASED PAINT (AGAR 452.236-71) (NOV 1996)

Neither the Contractor nor any subcontractor performing under this contract shall use paints containing more than 0.06 of 1 percent lead by weight (calculated as lead metal) in the total nonvolatile content of the paint, or the equivalent measure of lead in the dried film of paint already applied, or both

1.9 ARCHAEOLOGICAL OR HISTORIC SITES (AGAR 452.236-73) (FEB 1988)

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.

1.10 CONTROL OF EROSION, SEDIMENTATION AND POLLUTION (AGAR 452.236-74) (NOV 1996)

(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, and 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.

1.11 SAMPLES AND CERTIFICATES (AGAR 452.236-76) (FEB 1988)

When required by the specifications or the Contracting Officer, samples, certificates, and test data shall be submitted after award of the contract, prepaid, in time for proper action by the Contracting Officer or his/her designated representative. Certificates and test data shall be submitted in triplicate to show compliance of materials and construction specified in the contract performance requirements.

Samples shall be submitted in duplicate by the Contractor, except as otherwise specified, to show compliance with the contract requirements. Materials or equipment for which samples, certifications or test data are required shall not be used in the work until approved in writing by the Contracting Officer.

SECTION J-LIST OF ATTACHMENTS**J.1 LIST OF ATTACHMENTS**

ATTACHMENT NO.	TITLE
I	Statement of Work
II	Dept. of Labor General Decision OR20230022 Rev 5 3-17-2023
III	ARS Form 371, Construction Progress and Payment Schedule
IV	ARS Form 372, Contractor's Request for Payment Transmittal
V	RFI
VI	Past Performance Questionnaire (PPQ)

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**K.1 PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (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 address:

<https://www.acquisition.gov>

FAR	TITLE	DATE
N/A		

K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (MAR 2023)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 238210_____.

(2) The small business size standard is \$19M._____

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

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

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

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

(b)

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

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

(i) IZI Paragraph (d) applies.

(ii) IZI 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 contractor 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.

FAR Clause # Title Date Change

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

(End of provision)

K.3 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND SURVEILLANCE SERVICES OR EQUIPMENT (FAR 52.204-24) (NOV 2021)

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

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

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

(b) *Prohibition.*

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

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

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

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

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

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

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

(d) *Representation.* The Offeror represents that-

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

(End of provision)

K.4 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES - REPRESENTATION (FAR 52.204-26) (OCT 2020)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(c)

(1) *Representation.* The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(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 any equipment, system, or service that uses covered telecommunications equipment or services.

K.5 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FAR 52.209-11) (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

K.6 EVALUATION OF OPTIONS (52.217-5) (JUL 1990)

Except when it is determined in accordance with FAR [17.206\(b\)](#) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

K.7 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that -

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.8 BIOBASED PRODUCT CERTIFICATION (52.223-1) (MAY 2012)

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 3201, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

K.9 POSTAWARD CONFERENCE (AGAR 452.215-73) (NOV 1996)

If a post award conference with the successful offeror is required. It will be scheduled as soon as is feasible after the date of contract award. The conference will be held either at the location of the work or via teleconference.

K.10 SIZE STANDARD AND NAICS CODE INFORMATION (AGAR 452.219-70) (SEP 2001)

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

Contract line item(s): All
 NAICS 238210 Electrical
 Contractors
 Small Business Size: \$19M

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS

L.1 PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1)

FAR#	TITLE	DATE
52.204-7	System for Award Management	OCT2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017

L.2 CONSTRUCTION WAGE RATE REQUIREMENTS-SECONDARY SITE OF THE WORK (FAR 52.222-5) (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.3 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (FAR 52.222-23) (FEB 1999)

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

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

Goals for minority
participation in each trade

24.1%

Goals for female
participation in each trade.

6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside 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 for 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) is implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirement 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 Director, Office of Federal Contract Compliance Programs, 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.

(f) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is the City of Athens, Clarke County, and State of Georgia.

L.4 SITE VISIT (CONSTRUCTION) (FAR 52.236-27) (FEB 1995) (ALTERNATE I - FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors are urged and expected to inspect the site where the work will be performed. Questions will not be entertained during the site visit. All questions must be submitted on the attached RFI to theodore.blume@usda.gov. All RFIs must be received no later than 25 April, 9:00am PDT.

(b) A single organized site visit has been scheduled for Wednesday, April 19, 2023 at 9:00 a.m. PDT. For the site visit, we ask the following:

- The names of any visitors, and whether or not they are US citizens (if not, they should bring a passport)
- All visitors must not have had any avian contact for the preceding seven days prior to the visit.
- All visitors must with the site for any masking requirements prior to the site visit.

All individuals interested in attending the site visit should pre-register by emailing harry.gardner@usda.gov, and theodore.blume@usda.gov no later than 9:00 a.m.PDT Monday, April 17, 2023 with a list of names of attendees. This is necessary to ensure that the site is prepared for the number of visitors expected.

(c) Participants will meet at:

USDA-ARS-PWA ALARC

21881 N Cardon Lane

Maricopa AZ 85138

L.5 ADDITIONAL INSTRUCTIONS TO OFFERORS

Quote Materials: Solicitation materials consisting of drawings, specifications, contract forms and any issued amendments. Amendments will be posted at the Government Point of Entry (GPE). Enter RFQ # [12405B21Q0044](#) into the search box to access the solicitation materials. This is the only official location where these documents can be obtained and where updates are posted. No 'hard copy' solicitation materials are available.

This will be awarded on a firm-fixed price, low offer basis.

Quote Submission:

(a) To be considered for award, quotes must be submitted by email by the noted due date & time to [Theodore Blume at theodore.blume@usda.gov](mailto:Theodore.Blume@usda.gov). Any other method of submitting your quote may result in your quote not being considered.

(b) Quote submission must include:

- (1) Email quote as described above.
- (2) Completed SF-18 including pricing, signatures, SAM Unique Entity Identifier (UEI) #.
- (3) Acknowledgement of any solicitation amendment(s) on SF-30.
- (4) Active registration at SAM.gov (required at quote submission or your quote will not be accepted).
- (5) Completed electronic annual representations and certifications at SAM.gov. See Section K for all provisions and clauses that need to be filled out (no submission required if reps and certs are completed at SAM.gov). The government will validate this is completed at time of quote receipt). If not filled out in SAM.gov, these shall be filled out and accompanied with your quote.
- (6) Technical Proposal: Technical proposal shall address the following elements: Include all required information, excluding any reference to price. The proposal shall concisely describe the Offeror's response to the following:
 - a. Describe your company's capability, your technical and management approach that will be used to meet the requirements of the SOW.
 - b. Describe your company's knowledge with providing exterior lighting upgrades on projects performed within the last five (5) years similar to the requirements of the SOW. The Offeror must provide this information for each project: (a) a detailed explanation of the scope of the effort; (b) the dollar value; (c) period of performance; (d) project location; and (e) valid email address; point of contact and telephone number.
 - c. Identification of all USDA-designated biobased products to be acquired, used, and installed in the performance of construction; Proposed prior experience with the purchase, use, and installation of USDA-designated biobased products in construction; and Identification of past performance in biobased project management experience in the following areas: contracts performed using USDA-designated biobased products and dollar amount and work similar in size, scope, and complexity to the current requirement.
- (7) Past performance questionnaires (PPQs)/References (Attachment VI):
 - a. No more than three (3) PPQs are requested to be submitted that are most similar to the work of this RFQ that you have performed in the past five (5) years. The attached PPQ should be completed and submitted directly from your reference to the contracting office via email to theodore.blume@usda.gov. PPQs are requested to be submitted by the closing date of the RFQ. PPQs provided directly by the offeror will not be considered. Note: If the evaluation information for a project was input into the Contractor Performance Assessment Reporting

System (CPARS) and is available in PPIRS, then a questionnaire need not be sent and the project should be identified as “available in PPIRS” with the project and contact information requested by this paragraph. The Government reserves the right to limit or expand the number of references it decides to contact and to contact or use sources other than those identified by the offeror. Please provide us with a list of who you will be requesting PPQ submittals from.

- b. Additionally, per FAR Part 15.305(2)(ii) offerors may provide information on problems encountered on the identified contracts and the offeror corrective actions.

SECTION M-EVALUATION FACTORS AND BASIS FOR AWARD

EVALUATION:

The Government intends to award one contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation is the Lowest Price Technically Acceptable (LPTA) Offer. The evaluation and award procedures in FAR 13.106 apply. Technically acceptable is defined as the offeror’s ability to meet all the requirements identified in the SOW and offeror’s demonstrated ability to perform the contract successfully through Past Performance. The following factors shall be used to evaluate offers: (1) Technical Capability, (2) Past Performance, and (3) Price.

Factor #1: Technical Capability (Pass/Fail) - The Offeror must be deemed technically acceptable in all the following sub-factors to receive a rating of Pass for Technical Capability:

- a) The Government will evaluate the offeror’s ability to meet all the requirements identified in the SOW. Technical capability will be rated to the extent the Offeror can clearly and fully demonstrate that it has a thorough understanding of the requirements and can successfully meet the requirements. (Pass or Fail)
- b) The offeror must demonstrate similar experience as required by the SOW in performing the services listed in the SOW. Vendor should demonstrate they have a minimum of five (5) years ongoing corporate experience/management capability, not individual, in performing these services. An offeror will be rated as a Pass, if it demonstrates their company meets these requirements. The offeror will be evaluated as No Pass if they did not demonstrate these criteria. (Pass or Fail)

Factor #2: Satisfactory Past Performance (Pass/Fail) - For an offer to be eligible for award, it must have either a Satisfactory or neutral past performance. Offers with negative past performance information from any source may not be considered for award. Lack of relevant and recent past performance information and any PPQs not received from references submitted by the Offeror shall be rated as a “Neutral.” When performance is evaluated, the outcome is either Satisfactory (Pass) or Unsatisfactory (Fail). Unsatisfactory performance will disqualify an Offeror from award. Satisfactory or neutrally rated past performance will be rated as Pass.

The Government may utilize any references provided by the Contractor, along with information available from past contracts/orders with the USDA and any information found using sources such as Federal Government sources, Past Performance Information Retrieval System (PPIRS)/Contractor

Performance Assessment Reporting System (CPARS) to determine if the Contractor has acceptable or neutral Past Performance. The Government reserves the right to limit or expand the number of references it decides to contact and to contact references other than those provided by the offeror.

Factor #3: Price - The Government will evaluate the offer for award purposes by adding the total price for all CLINS. The Government will evaluate the offer for price reasonableness. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options does not obligate the Government to exercise them. Any quantity price discounts and discounts for prompt payment should be included in this section.

The Government intends to select one contractor for this acquisition. However, the Government reserves the right not to award a contract at all, depending on the quality of the quotations and prices submitted and the availability of funds.

The Government will evaluate proposals based on the LPTA criteria. Only the lowest priced offer will be evaluated for Technical Acceptability and Past Performance. Should the lowest priced offer not receive an acceptable technical or past performance rating, the process will continue in order of lowest priced offer until the LPTA offer with acceptable or neutral past performance is identified.

Rejection of Unreasonable Offers: The Government may reject any quotation that is evaluated to be unreasonable in terms of program commitments, including contract terms and conditions, or unreasonably high or low in cost when compared to Government estimates, such that the quotation is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.