


<b>SOLICITATION, OFFER, AND AWARD</b> (Construction, Alteration, or Repair)	1. SOLICITATION NO. 12505B23R0012	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 08/10/2023	PAGE OF PAGES 1 43	

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

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.	
7. ISSUED BY USDA ARS MWA AAO ACQ/PER PROP 1815 N UNIVERSITY STREET PEORIA IL 61604		CODE ARS-12505B	8. ADDRESS OFFER TO Joel Maas ARS/AFM/MWAAO/Acquisitions 1815 N. University Street Peoria, IL 61604		
9. FOR INFORMATION CALL: 	a. NAME JOEL MAAS		b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 970-631-3433		

### SOLICITATION

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

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

The North American Industry Classification System (NAICS) Code is 238910. The Small Business Size Standard is \$19.0 Million.

This is a HUBZONE Set Aside.

The magnitude of construction is estimated to be between \$250,000 and \$500,000.

NOTE: Email responses in Adobe PDF format are hereby authorized for the submittal of offers and proposal information.

POC: Joel Maas, Contract Specialist

Phone: 970-631-3433

Email: joel.maas@usda.gov

11. The Contractor shall begin performance within <u>14</u> calendar days and complete it within <u>150</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. The performance period is <input type="checkbox"/> mandatory <input checked="" type="checkbox"/> negotiable. (See <u>52.211-10</u> .)	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 10
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
a. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>1700</u> (hour) local time <u>09/11/2023</u> (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
b. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.	
c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
d. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

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

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

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

**AMOUNTS**

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

**19. ACKNOWLEDGEMENT OF AMENDMENTS**

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

AMENDMENT NO.										
DATE.										
20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)						20b. SIGNATURE			20c. OFFER DATE	

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

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 3304(a) ( )
26. ADMINISTERED BY USDA ARS MWA AAO ACQ/PER PROP 1815 N UNIVERSITY STREET PEORIA IL 61604	CODE ARS-12505B	27. PAYMENT WILL BE MADE BY

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

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

# CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
12505B23R0012

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 02/05/2024 Delivery Location Code: ARS-125522 MWA APPLICATION TECHNOLOGY RESEARCH 1680 MADISON AVENUE WOOSTER OH 44691 US  Period of Performance: 09/29/2023 to 02/29/2024				
0001	Base Bid: Demolish USDA Plant Pathogen Greenhouse per the Statement of Work Product/Service Code: P400 Product/Service Description: SALVAGE- DEMOLITION OF BUILDINGS				
1001	Bid Option 1: Demolish USDA Vector Virus Greenhouse per the Statement of Work (Option Line Item) 90 Product/Service Code: P400 Product/Service Description: SALVAGE- DEMOLITION OF BUILDINGS Period of Performance: 09/08/2023 to 02/05/2024				
1002	Bid Option 2: Demolish USDA Insectary per the Statement of Work (Option Line Item) 90 Product/Service Code: P400 Product/Service Description: SALVAGE- DEMOLITION OF BUILDINGS Period of Performance: 09/08/2023 to 02/05/2024				

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

**B.1 PRICE SCHEDULE:**

- (a) Offers will be considered for award on the following Price Schedule, but no offer will be considered for award on only a part of the Price Schedule.
- (b) Definition of CLIN – Contract Line Item Number.

ITEM#	Description	Price/Cost
0001	Base Bid: Demolish USDA Plant Pathogen Greenhouse	\$ _____
1001	Bid Option 1: Demolish USDA Vector Virus Greenhouse	\$ _____
1002	Bid Option 2: Demolish USDA Insectary	\$ _____

End of this section

**C - SECTION C - DESCRIPTION/SPECS./WORK STATEMENT****C.1 DESCRIPTION OF WORK:**

It is the intention of this contract to demolish 3 buildings in their entirety in accordance with the Statement of Work and supporting documents.

**C.2 GENERAL REQUIREMENTS:****C.2.1 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.2.2 Employee Conduct**

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

**C.2.3 Employee Appearance**

The Contractor shall ensure that all employees present a professional appearance that is appropriate for their position. The Contracting Officer reserves the right to determine the acceptability of any clothing worn. All Contractor/subcontractor employees working under this contract shall be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for required passes or badges.

End of this section

**D - SECTION D - PACKAGING AND MARKING**

(There are no Clauses in this Section)

End of this section

**E - SECTION E - INSPECTION AND ACCEPTANCE****E.1 AGAR CONTRACT CLAUSES INCLUDED BY FULL TEXT:****AGAR 452.246-70 -- INSPECTION AND ACCEPTANCE**

As prescribed in [446.370](#), insert the following clause:

**INSPECTION AND ACCEPTANCE (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: Wooster, OH project site.  
(End of clause)

**E.2 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 in accordance with the terms has been completed. If, upon examination by the Contracting Officer and/or Government inspection personnel, the project is determined not sufficiently completed to have warranted a final inspection, the contractor may be charged with any additional cost of re-inspection when material and workmanship are not ready at the time specified by the Contractor for its inspection.
- (b) The 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 Contractor's request for final inspection will not be approved unless all documentation required below, and all other contract requirements have been provided to the Contracting Officer:
  - Guarantees and warranty schedule and contacts
  - Certified payroll records for all prime and subcontractor employees
- (d) As soon as practicable, following final inspection, the Contracting Officer will inform the contractor, in writing, of any discrepancies and/or omissions noted at the final inspection. The Contracting Officer shall also state the time allowable for replacement of material and performance or re-performance of any unsatisfactory work necessary for final acceptance.

**E.3 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.

End of this section



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

**F.1 CONTRACT CLAUSES INCLUDED BY FULL TEXT:**

**FAR 52.211-10 -- Commencement, Prosecution, and Completion of Work.**

As prescribed in [11.404](#)(b), insert the following clause in solicitations and contracts when a fixed-price construction contract is contemplated. The clause may be changed to accommodate the issuance of orders under indefinite-delivery contracts for construction.

**Commencement, Prosecution, and Completion of Work (Apr 1984)**

The Contractor shall be required to

(a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed,

(b) prosecute the work diligently, and

(c) complete the entire work ready for use not later than 150 days after the Notice to Proceed The time stated for completion shall include final cleanup of the premises.

(End of Clause)

End of this section

**G - SECTION G - CONTRACT ADMINISTRATION DATA****G.1 CONTRACTING OFFICER'S REPRESENTATIVE**

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

The COR will be named at time of award.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;

(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the Contractor's right to proceed;

(5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers having been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers exceeding the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

**G.2 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS - INVOICE PROCESSING PLATFORM (IPP):**

Payment requests must be submitted electronically through the U.S. Department of the Treasury's Internet Payment Platform System (IPP). The IPP website address is: <https://www.ipp.gov>.

"Payment requests" means any request for contract financing payment or invoicing payment by the Contractor. To constitute a proper invoice, the payment request shall comply with FAR 52.232-27, Prompt Payment for Construction Contracts, and include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of the clause.

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3-5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

Attachments are required to be uploaded to IPP.gov.

Prior to submitting an invoice to IPP.gov, the contractor is strongly encouraged to coordinate with the designated Contracting Officer's Representative (COR), for review and verification of any measured quantities (if applicable) for payment and for compliance with the applicable progress payment requirements of this contract. Failure to do so, may cause a delay in approval and/or rejection of submitted invoices.

Pursuant to the payment terms contained in this contract, the contractor shall prepare and submit requests for payments (invoices) by following the instructions as described below:

1. To ensure timely processing of invoices under the contract/agreement, the contractor must submit all invoices to the following e-mail address:

[joel.maas@usda.gov](mailto:joel.maas@usda.gov)

2. A proper invoice shall be submitted by email concurrent with submission to IPP and shall include the information as required by the payment terms and conditions contained in this contract.

3. The subject line of the email shall be formatted to read as follows:

Contract Number, Invoice Number

*Example: 12905B20C0022 Invoice No. 1*

4. The Invoice shall be attached to the email and named using the following format:

Contract Number, Contractor Name, Invoice Number, Invoice Amount

*Example: 12905B20C0022 Contractor ABC Inv No 1-\$5,678.00*

5. Invoices shall not include information that would compromise Personally Identifiable Information, such as full social security numbers, dates of birth, etc.

6. The final invoice shall be submitted and will be approved in accordance with the payment terms and conditions contained in the contract, after all, if any, settlement actions are complete. The contractor must clearly identify the last payment as the "Final Invoice".

Emailed Support documents must include, but are not limited to, the following documents:

Invoices must be submitted with ARS-371 and ARS-372, along with certified payroll records, Contractor Certification, and updated CPMSchedule.

End of this section

**H - SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 CONTRACT CLAUSES INCLUDED BY FULL TEXT:****AGAR 452.236-71 -- PROHIBITION AGAINST THE USE OF LEAD-BASED PAINT**

As prescribed in [436.571](#), insert the following clause:

**PROHIBITION AGAINST THE USE OF LEAD-BASED PAINT (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.

(End of Clause)

**AGAR 452.236-72 -- USE OF PREMISES**

As prescribed in [436.571](#), insert the following clause

**USE OF PREMISES (NOV 1996)**

(a) Before any camp, quarry, borrow pit, storage, detour, or bypass site, other than shown on the drawings, is opened or operated on USDA land or lands administered by the USDA, written permission shall be obtained through the Contracting Officer. A camp is interpreted to include the camp site or trailer parking area of any employee working on the project for the Contractor.

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

(End of Clause)

**AGAR 452.237-74 -- KEY PERSONNEL (FEB 1988)**

(a) The contractor shall assign to this contract the following key personnel: Title(s): \_\_\_\_\_ Name(s): \_\_\_\_\_

**Site Superintendent**

(b) During the first **ninety (90) days** of performance, the contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The contractor shall notify the Contracting Officer within **15 calendar days** after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-period, the contractor shall submit the information required by paragraph (c) to the Contracting Officer at least **15 days** prior to making any permanent substitutions.

(c) The contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the person(s) being replaced. The Contracting Officer will notify the contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

(End of Clause)

**RESTRICTIONS AGAINST DISCLOSURE (FEB 1988)**

(a) The Contractor agrees, in the performance of this contract, to keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part in any manner or form, or to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the Contractor determines or has reason to suspect a breach of this requirement.

(b) The Contractor agrees not to disclose any information concerning the work under this contract to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

(End of Clause)

**H.2 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.3 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.4 SUBMITTALS AND SHOP DRAWINGS**

- (a) The Contractor shall submit for approval, shop drawings of all manufactured products required in the construction for which such drawings are hereinafter required. When approved, one set will be retained; one set forwarded to the Government representative on the job and two sets forwarded to the Contractor. When changes or corrections are necessary, two sets will be returned to the Contractor with such corrections noted thereon, and he shall resubmit revised prints.
- (b) Shop drawings shall be marked with the contract number and Work Order Number, project description, name of the Contractor, and accompanied by a letter of transmittal. If the shop drawings show variations from the contract requirements because of standard shop practice or other reason, the Contractor shall make specific mention of such variations in his letter of transmittal.
- (c) Approval of shop drawings will be general and will not relieve the Contractor from the responsibility of furnishing material and work required by the contract.
- (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 cannot be considered as a basis for extension of time for completion of the contract.
- (f) The quantity of shop drawings required are subject to change. This will occur only when the Government is under contract with an A-E firm to approve shop drawings. In this respect, A-E will coordinate final quantity required between all interested parties.

### **H.5 LIST OF MATERIALS**

- (a) The Contractor shall submit for approval a complete list, in duplicate, 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, 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 binding 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.
  - Compliance with Buy American Act and Bio-preferred
- (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.6 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.7 SUBCONTRACTORS, OUTSIDE ASSOCIATES AND CONSULTANTS**

Any subcontractors, outside associates or consultants required by the Contractor in connection with the services covered by the contract will be limited to individuals or firms that were specifically identified at time of award or agreed upon during negotiations. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these individuals or firms.

End of this section

## I - SECTION I - CONTRACT CLAUSES

### PART II - CONTRACT CLAUSES

#### I.1 CONTRACT CLAUSES INCLUDED BY FULL TEXT:

##### **FAR 52.204-21 -- Basic Safeguarding of Covered Contractor Information Systems.**

As prescribed in 4.1903 , insert the following clause:

##### **BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)**

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

*Covered contractor information system* means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

*Federal contract information* means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

*Information* means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

*Information system* means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

*Safeguarding* means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding* requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems

generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

**FAR 52.217-7 -- Option for Increased Quantity-Separately Priced Line Item.**

As prescribed in [17.208\(e\)](#), insert a clause substantially the same as the following:

**OPTION FOR INCREASED QUANTITY-SEPARATELY PRICED LINE ITEM (Mar 1989)**

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 90 days after contract award.

Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

**FAR 52.222-35 -- Equal Opportunity for Veterans.**

As prescribed in [22.1310\(a\)\(1\)](#), insert the following clause:

**Equal Opportunity for Veterans (Jun 2020)**

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

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at Federal Acquisition Regulation (FAR) [22.1301](#).

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR [22.1303\(a\)](#) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

Alternate I (Jul 2014). As prescribed in [22.1310\(a\)\(2\)](#), add the following as a preamble to the clause:

Notice: The following term(s) of this clause are waived for this contract: \_\_\_\_\_ [List term(s)].

**FAR 52.222-36 -- Equal Opportunity for Workers With Disabilities**

As prescribed in [22.1408\(a\)](#), insert the following clause:

**Equal Opportunity for Workers With Disabilities (Jun 2020)**

(a) *Equal opportunity clause*. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) [22.1408\(a\)](#) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)



*Alternate I (Jul2014).* As prescribed in 22.1408(b), add the following as a preamble to the clause:

Notice: The following term(s) of this clause are waived for this contract: \_\_\_\_\_ [List term(s)].

**FAR 52.223-20 – Aerosols.**

As prescribed in 23.804(a)(3), insert the following clause:

**Aerosols (Jun 2016)**

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

“Global warming potential” means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide’s global warming potential is defined as 1.0.

“High global warming potential hydrofluorocarbons” means any hydrofluorocarbons in a particular end use for which EPA’s Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at <http://www.epa.gov/snap/>.

“Hydrofluorocarbons” means compounds that contain only hydrogen, fluorine, and carbon.

(b) Unless otherwise specified in the contract, the Contractor shall reduce its use, release, or emissions of high global warming potential hydrofluorocarbons, when feasible, from aerosol propellants or solvents under this contract. When determining feasibility of using a particular alternative, the Contractor shall consider environmental, technical, and economic factors such as--

- (1) In-use emission rates, energy efficiency;
- (2) Safety, such as flammability or toxicity;
- (3) Ability to meet technical performance requirements; and
- (4) Commercial availability at a reasonable cost.

(c) The Contractor shall refer to EPA’s SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at <http://www.epa.gov/snap/>.

(End of clause)

**FAR 52.223-21 -- Foams.**

As prescribed in 23.804(a)(4), insert the following clause:

**Foams (Jun 2016)**

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

“Global warming potential” means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide’s global warming potential is defined as 1.0.

“High global warming potential hydrofluorocarbons” means any hydrofluorocarbons in a particular end use for which EPA’s Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82 subpart G with supplemental tables of alternatives available at <http://www.epa.gov/snap/>.

“Hydrofluorocarbons” means compounds that contain only hydrogen, fluorine, and carbon.

(b) Unless otherwise specified in the contract, the Contractor shall reduce its use, release, and emissions of high global warming potential hydrofluorocarbons and refrigerant blends containing hydrofluorocarbons, when feasible, from foam blowing agents, under this contract. When determining feasibility of using a particular alternative, the Contractor shall consider environmental, technical, and economic factors such as--

- (1) In-use emission rates, energy efficiency, and safety;
- (2) Ability to meet performance requirements; and
- (3) Commercial availability at a reasonable cost.

(c) The Contractor shall refer to EPA’s SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82 subpart G with supplemental tables available at <http://www.epa.gov/snap/>.

(End of clause)

**FAR 52.225-9 -- Buy American--Construction Materials.**

As prescribed in 25.1102(a), insert the following clause:

Buy American--Construction Materials (Nov 2021)

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

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

- (1) Means any item of supply (including construction material) that is—
- (i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) [2.101](#));
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

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

*Cost of components means—*

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

*Domestic construction material means—*

- (1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both—
- (i) An unmanufactured construction material mined or produced in the United States; or
  - (ii) A construction material manufactured in the United States, if—
    - (A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or
    - (B) The construction material is a COTS item; or

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

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

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

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

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

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

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

(b) Domestic preference.

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

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

*/Contracting Officer to list applicable excepted materials or indicate "none"*

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

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

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

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

(c) Request for determination of inapplicability of the Buy American statute.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Construction material description	Unit of measure	Quantity	Price (dollars) *
<i>Item 1</i>			
<b>Foreign construction material</b>			
<b>Domestic construction material</b>			
<i>Item 2</i>			
<b>Foreign construction material</b>			
<b>Domestic construction material</b>			

[\* 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)

#### **FAR 52.252-6 – Authorized Deviations in Clauses.**

As prescribed in [52.107\(f\)](#), insert the following clause in solicitations and contracts that include any FAR or supplemental clause with an authorized deviation. Whenever any FAR or supplemental clause is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the clause when it is used without deviation, include regulation name for any supplemental clause, except that the contracting officer shall insert "(DEVIATION)" after the date of the clause.

#### **AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)**

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

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

(End of clause)

#### **I.2 AGAR CLAUSES INCLUDED BY FULL TEXT:**

##### **AGAR 452.209-71 -- Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (FEB 2012)**

(a) This award is subject to the provisions contained in sections 738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies appropriations Act, 2012, P. L. No. 112-55, Division A, as amended and / or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it:

(1) does not have a tax delinquency, meaning that it is not subject to 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) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal or State law within 24 months preceding the award, unless a suspending and debarment official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, USDA, ARS may terminate this contract for

default and may recover any funds the awardee has received in violation of sections 738 or 739, as amended and/or subsequently enacted.

(End of Clause)

**AGAR 452.211-72 Statement of Work/Specifications**

As prescribed in [411.171](#), insert the following clause:

**Statement of Work/Specifications (Feb 1988)**

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

(End of Clause)

**AGAR 452.211-73 Attachments to Statements of Work/Specifications**

As prescribed in [411.171](#), insert the following clause:

**Attachments to Statements of Work/Specifications (Feb 1988)**

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

(End of Clause)

**AGAR452.211-74 Period of Performance.**

As prescribed in [411.404\(a\)](#), insert the following clause:

**PERIOD OF PERFORMANCE (FEB 1988)**

The period of performance of this contract is from 9/29/2023 through 2/29/2024

(End of Clause)

**AGAR 452.215-73 -- Post award Conference.**

As prescribed in [415.570](#), insert a clause substantially as follows:

**POST AWARD CONFERENCE (NOV 1996)**

A post award conference with the successful offeror is required. It will be scheduled within 14 days after the date of contract award. The conference will be held at:

USDA-ARS

1680 Madison Avenue

Wooster, OH

(End of Clause)

**AGAR 452.228-71 -- INSURANCE COVERAGE - ALT 1 (NOV 1996)**

As prescribed in [428.310](#), insert the following clause:

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 insurance coverage written on a comprehensive form of policy of at least \$500,000 per occurrence.

(2) The Contractor shall have property damage liability insurance in the amount of \$500,000 per occurrence.

(c) Automobile Liability. The Contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage covering the operations 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.

(End of Clause)

**AGAR 452.232-70 -- Reimbursement for Bond Premiums--Fixed-Price Construction Contracts**

As prescribed in [432.111](#), insert the following clause:

**REIMBURSEMENT FOR BOND PREMIUMS--FIXED-PRICE CONSTRUCTION CONTRACTS (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.

(End of clause)

**AGAR 452.236-70 -- Additive or Deductive Items.**

As prescribed in [436.205](#), insert the following provision:

**ADDITIVE OR DEDUCTIVE ITEMS (FEB 1988)**

The low bidder for purposes of award shall be the conforming responsible bidder offering the low aggregate amount for the first or base bid item, plus or minus (in the order of priority listed in the schedule) those additive or deductive bid items providing the most features of the work within the funds determined by the government to be available before bids are opened. If addition of another bid item in the listed order of priority would make the award exceed such funds for all bidders, it shall be skipped and the next subsequent additive bid item in a lower amount shall be added if award therein can be made within such funds. For example, when the amount available is \$100,000 and a bidder's base bid and four successive additives are \$85,000, \$10,000, \$8,000, \$6,000, and \$4,000, the aggregate amount of the bid for purposes of award would be \$99,000 for the base bid plus the first and fourth additives, the second and third additives being skipped because of each of them would cause the aggregate bid to exceed \$100,000. In any case all bids shall be evaluated on the basis of the same additive or deductive bid items, determined as above provided. The listed order of priority need be followed only for determining the low bidder. After determination of the low bidder as stated, award in the best interests of the Government may be made on the selected first or base bid item and any combination of additive or deductive items for which funds are determined to be available at the time of the award, provided that award on such combination of bid items does not exceed the amount offered by any other conforming responsible bidder for the same combination of bid items.

(End of clause)

**AGAR 452.236-76 -- SAMPLES AND CERTIFICATES.**

As prescribed in [436.576](#), insert the following clause:

**SAMPLES AND CERTIFICATES (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 with 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.

(End of clause)

**I.3 FAR 52.252-2 -- CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in



full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/content/regulations>

(End of Clause)

- FAR 52.202-1 -- Definitions (JUN 2020)
- FAR 52.203-3 -- Gratuities (Apr 1984)
- FAR 52.203-5 -- Covenant Against Contingent Fees (May 2014)
- FAR 52.203-7 -- Anti-Kickback Procedures (JUN 2020)
- FAR 52.203-8 -- Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)
- FAR 52.203-10 -- Price or Fee Adjustment for Illegal or Improper Activity (May 2014)
- FAR 52.203-12 -- Limitation on Payments to Influence Certain Federal Transactions (JUN 2020)
- FAR 52.203-17 -- Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (JUN 2020)
- FAR 52.204-9 -- Personal Identity Verification of Contractor Personnel (Jan 2011)
- FAR 52.204-10 -- Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020)
- FAR 52.204-13 -- System for Award Management Maintenance (Oct 2018)
- FAR 52.204-18 -- Commercial and Government Entity Code Maintenance (AUG 2020)
- FAR 52.204-19 -- Incorporation by Reference of Representations and Certifications (Dec 2014)
- FAR 52.204-23 -- Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)
- FAR 52.204-25 -- Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020)
- FAR 52.209-6 -- Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUN 2020)
- FAR 52.219-28 -- Post-Award Small Business Program Representation (NOV 2020)
- FAR 52.222-1 -- Notice to the Government of Labor Disputes (Feb 1997)
- FAR 52.222-3 -- Convict Labor (Jun 2003)
- FAR 52.222-4 -- Contract Work Hours and Safety Standards -- Overtime Compensation. (Mar 2018)
- FAR 52.222-6 -- Construction Wage Rate Requirements (Aug 2018)
- FAR 52.222-7 -- Withholding of Funds (May 2014)
- FAR 52.222-8 -- Payrolls and Basic Records (Aug 2018)
- FAR 52.222-9 -- Apprentices and Trainees (Jul 2005)
- FAR 52.222-10 -- Compliance with Copeland Act Requirements (Feb 1988)
- FAR 52.222-11 -- Subcontracts (Labor Standards) (May 2014)
- FAR 52.222-12 -- Contract Termination -- Debarment (May 2014)
- FAR 52.222-13 -- Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014)
- FAR 52.222-14 -- Disputes Concerning Labor Standards (Feb 1988)
- FAR 52.222-15 -- Certification of Eligibility (May 2014)
- FAR 52.222-20 -- Contracts for Materials, Supplies, Articles and Equipment (JUN 2020)
- FAR 52.222-21 -- Prohibition of Segregated Facilities (Apr 2015)
- FAR 52.222-26 -- Equal Opportunity (Sep 2016)
- FAR 52.222-27 -- Affirmative Action Compliance Requirements for Construction (Apr 2015)
- FAR 52.222-37 -- Employment Reports on Veterans (JUN 2020)
- FAR 52.222-40 -- Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
- FAR 52.222-50 -- Combating Trafficking in Persons (OCT 2020)
- FAR 52.222-54 -- Employment Eligibility Verification (Oct 2015)
- FAR 52.222-55 -- Minimum Wages Under Executive Order 13658 (NOV 2020)
- FAR 52.222-62 -- Paid Sick Leave Under Executive Order 13706 (Jan 2017)
- FAR 52.223-2 -- Affirmative Procurement of Bio-based Products Under Service and Construction Contracts (Sep 2013)
- FAR 52.223-3 -- Hazardous Material Identification and Material Safety Data (Jan 1997)
- FAR 52.223-5 -- Pollution Prevention and Right-to-Know Information. (May 2011)
- FAR 52.223-6 -- Drug-Free Workplace (May 2001)

FAR 52.223-11 -- Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons. (Jun 2016)

FAR 52.223-15 -- Energy Efficiency in Energy-Consuming Products (MAY 2020)

FAR 52.223-17 -- Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (Aug 2018)

FAR 52.223-18 -- Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020)

FAR 52.225-13 -- Restriction on Certain Foreign Purchases (Jun 2008)

FAR 52.227-1 -- Authorization and Consent (Jun 2020)

FAR 52.227-4 -- Patent Indemnity -- Construction Contracts (Dec 2007)

FAR 52.228-2 -- Additional Bond Security (Oct 1997)

FAR 52.228-5 -- Insurance -- Work on a Government Installation (Jan 1997)

FAR 52.228-11 -- Pledges of Assets (DEVIATION May 2023)

FAR 52.228-12 -- Prospective Subcontractor Requests for Bonds (May 2014)

FAR 52.228-14 -- Irrevocable Letter of Credit (Nov 2014)

FAR 52.228-15 -- Performance and Payment Bonds -- Construction (May 2023)

FAR 52.229-3 -- Federal, State, and Local Taxes (Feb 2013)

FAR 52.229-4 -- Federal, State, and Local Taxes (State and Local Adjustments) (Feb 2013)

FAR 52.232-5 -- Payments under Fixed-Price Construction Contracts (May 2014)

FAR 52.232-16 -- Progress Payments (JUN 2020)

FAR 52.232-17 -- Interest (May 2014)

FAR 52.232-23 -- Assignment of Claims (May 2014)

FAR 52.232-27 -- Prompt Payment for Construction Contracts (Jan 2017)

FAR 52.232-33 -- Payment by Electronic Funds Transfer-- System for Award Management (Oct. 2018)

FAR 52.232-39 -- Unenforceability of Unauthorized Obligations (Jun 2013)

FAR 52.232-40 -- Providing Accelerated Payments to Small Business Subcontractors (DEVIATION APR 2020)

FAR 52.233-3 -- Protest after Award (Aug. 1996)

FAR 52.233-4 -- Applicable Law For Breach Of Contract Claim (Oct 2004)

FAR 52.236-1 -- Performance of Work by the Contractor (Apr 1984)

FAR 52.236-2 -- Differing Site Conditions (Apr 1984)

FAR 52.236-3 -- Site Investigation and Conditions Affecting the Work (Apr 1984)

FAR 52.236-5 -- Material and Workmanship (Apr 1984)

FAR 52.236-6 -- Superintendence by the Contractor (Apr 1984)

FAR 52.236-7 -- Permits and Responsibilities (Nov 1991)

FAR 52.236-8 -- Other Contracts -- (Apr 1984)

FAR 52.236-9 -- Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984)

FAR 52.236-10 -- Operations and Storage Areas (Apr 1984)

FAR 52.236-11 -- Use and Possession Prior to Completion (Apr 1984)

FAR 52.236-12 -- Cleaning Up (Apr 1984)

FAR 52.236-14 -- Availability and Use of Utility Services (Apr 1984)

FAR 52.236-17 -- Layout of Work (Apr 1984) [see [36.517](#)]

FAR 52.236-21 -- Specifications and Drawings for Construction (Feb 1997)  
Alternate I (Apr 1984)

FAR 52.236-26 -- Preconstruction Conference (Feb 1995)

FAR 52.242-13 -- Bankruptcy (Jul 1995)

FAR 52.243-4 -- Changes (Jun 2007)

FAR 52.243-5 -- Changes and Changed Conditions (Apr 1984)

FAR 52.244-6 -- Subcontracts for Commercial Items (NOV 2020)

FAR 52.246-21 -- Warranty of Construction (Mar 1994)

FAR 52.248-3 -- Value Engineering-Construction (OCT 2020)

FAR 52.249-2 -- Termination for Convenience of the Government (Fixed-Price) (Apr 2012)  
Alternate I (Sep 1996)

FAR 52.249-10 -- Default (Fixed-Price Construction) (Apr 1984)

FAR 52.253-1 -- Computer Generated Forms (Jan 1991)

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

FAR 52.203-6 -- Restrictions on Subcontractor Sales to the Government (Jun 2020)



FAR 203-19 -- Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)

FAR 52.204-2 -- Security Requirements (Mar 2021)

FAR 52.209-10 -- Prohibition on Contracting With Inverted Domestic Corporations (Nov 2015)

FAR 52.215-2 -- Audit and Records-Negotiation (Jun 2020)

FAR 52.215-8 -- Order of Precedence -- Uniform Contract Format (Oct 1997)

FAR 52.219-3 -- Notice of HUBZone Set-Aside or Sole Source Award (MAR 2020)

FAR 52.233-1 -- Disputes (May 2014)

FAR 52.236-15 -- Schedules for Construction Contracts (Apr 1984)

FAR 52.242-14 -- Suspension of Work (Apr 1984)

FAR 52.246-12 -- Inspection of Construction (Aug 1996)

FAR 52.204-4 -- Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)

FAR 52.246-13 -- Inspection-Dismantling, Demolition, or Removal of Improvements (Aug 1996)

FAR 52.236-13 -- Accident Prevention (Nov 1991)

(END CLAUSES BY REFERENCE)

**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](mailto: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 \(SAM\)](#).

#### **I.4 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.

**I.5.1** The Contractor shall manage the total work effort associated with the services required 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.

**I.5.2** OSHA training requirements shall be strictly enforced prior to the commencement of work. The job superintendent must be an OSHA certified "competent person" with 30 hours of training and all other employees working on the project must have a minimum of 10 hours of OSHA training.

**I.5.3** The job superintendent/OSHA certified competent person needs to be on site at all times when work is being done.

End of this section

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

<b>ATTACHMENT NO.</b>	<b>TITLE</b>	<b>#OF PAGES</b>
1	* Wage Determination OH20230061 08/04/2023	7
2	Statement of Work (Replace Generator and Associated Repairs)	93
3	ARS 371	1
4	ARS 372	1
5	Past Performance Questionnaire	2

NOTICES

\* Attachment 1: If any of the Department of Labor (DOL) wage rates are below the Federal Minimum Wage, Fair Labor Standards Act (FLSA) rate, the FLSA rate shall take precedence.

End of this section

## K - SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

### K.1 CONTRACT CLAUSES INCLUDED BY FULL TEXT:

#### FAR 52.204-8 -- Annual Representations and Certifications.

As prescribed in [4.1202](#) (a), insert the following provision:

#### **Annual Representations and Certifications (Jul 2020)**

- (a)
- (1) The North American Industry classification System (NAICS) code for this acquisition is 238910.
  - (2) The small business size standard is \$19.0 Million.
  - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is n/a employees.
- (b)
- (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
  - (2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:
    - ☐ (i) Paragraph (d) applies.
    - ☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c)
- (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
    - (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
      - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
      - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
      - (C) The solicitation is for utility services for which rates are set by law or regulation.
    - (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
    - (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation. This provision applies to all solicitations.
    - (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
    - (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
      - (A) Are not set aside for small business concerns;
      - (B) Exceed the simplified acquisition threshold; and
      - (C) Are for contracts that will be performed in the United States or its outlying areas.
    - (vi) 52.204-26, Covered Telecommunications Equipment or Services—Representation. This provision applies to all solicitations.
    - (vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.
    - (viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
    - (ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
    - (x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II).

This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(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 will be performed in the United States or its outlying areas.

(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 items.

(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 solicitation 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 \$83,099, the provision with its Alternate II applies.

(C) If the acquisition value is \$83,099 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 Certification. 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:

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

  X   (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 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)

Alternate I (MAR 2020). As prescribed in 4.1202(a), substitute the following paragraph

(a) for paragraph (a) of the basic provision:

(a)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

NAICS code	Size standard
238910	\$19.0 Million

(2) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture (i.e., nonmanufacturer), is 500 employees.

#### **FAR 52.204-24 -- Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.**

As prescribed in 4.2105(a), insert the following provision:

#### **Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020)**

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

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

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential*

*component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

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

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

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

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

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

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

(d) *Representations.* 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)

**FAR 52.222-23 -- NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION**

As prescribed in [22.810\(b\)](#), insert the following provision:

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)**

- (a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.
- (b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
11.3%	6.9%

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

- (c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on

- (1) its implementation of the Equal Opportunity clause,
- (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and
- (3) its efforts to meet the goals.

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

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

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;

- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.
- (e) As used in this Notice, and in any contract resulting from this solicitation, the “covered area” is OH, Wayne, Wooster.

(End of Provision)

#### **FAR 52.225-10 -- NOTICE OF BUY AMERICAN REQUIREMENT—CONSTRUCTION MATERIALS**

As prescribed in [25.1102\(b\)\(1\)](#), insert the following provision:

##### **NOTICE OF BUY AMERICAN REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2014)**

- (a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American--Construction Materials” (Federal Acquisition Regulation (FAR) clause [52.225-9](#)).
- (b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR [52.225-9](#) in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.
- (c) *Evaluation of offers.*
  - (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR [52.225-9](#).
  - (2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.
- (d) *Alternate offers.*
  - (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR [52.225-9](#), the offeror also may submit an alternate offer based on use of equivalent domestic construction material.
  - (2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR [52.225-9](#) for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
  - (3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR [52.225-9](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—
    - (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
    - (ii) May be accepted if revised during negotiations.

(End of provision)

*Alternate I (May 2014).* As prescribed in [25.1102\(b\)\(2\)](#), substitute the following paragraph (b) for paragraph (b) of the basic provision:

- (b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR [52.225-9](#).

#### **K.2 DUPLICATION OF COST**

The offeror represents and certifies that any changes contemplated and included in its estimate of cost for performance are not duplicates of any charges against any other Government contract, subcontract, or other Government source.



End of this section

**L - SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****L.1 CONTRACT PROVISIONS INCLUDED BY FULL TEXT:****FAR 52.216-1 -- Type of Contract**

As prescribed in [16.105](#), complete and insert the following provision:

**Type of Contract (Apr 1984)**

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of Provision)

**FAR 52.222-5 -- Construction Wage Rate Requirements—Secondary Site of the Work.**

As prescribed in [22.407](#)(h), insert the following provision:

**Construction Wage Rate Requirements—Secondary Site of the Work (May 2014)**

(a)

(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at [52.222-6](#), Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)

(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of Provision)

**FAR 52.233-2 -- Service of Protest**

As prescribed in [33.106](#), insert the following provision:

**Service of Protest (Sep 2006)**

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

**USDA/ARS/AFM/MWAAO**

**ATTN: Zachary Schuler**

**1815 N. University Street**

**Peoria, IL 61604**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

**FAR 52.236-27 -- Site Visit (Construction).**

As prescribed in [36.523](#), insert a provision substantially the same as the following:

**Site Visit (Construction) (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 or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for --

Tuesday, August 22, 2023 at 1:00pm

(c) Participants will meet at --

USDA-ARS

1680 Madison Avenue

Wooster, OH 44691

(End of Provision)

**AGAR Provisions**

**AGAR 452.204-70 -- Inquiries.**

As prescribed in [404.7001](#), insert the following provision:

**Inquiries (Feb 1988)**

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the contracting officer issuing the solicitation about any aspect of this requirement prior to contract award.

(End of Provision)

**AGAR 452.219-70 -- Size Standard and NAICS Code Information.**

As prescribed in [419.508](#), insert the following provision:

**SIZE STANDARD AND NAICS CODE INFORMATION (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): 0001, 1001, and 1002

-- NAICS Code 238910

-- Size Standard \$19 million

(End of provision)

**AGAR 452.228-70 -- Alternative Forms of Security.**

As prescribed in [428.204-2](#), insert the following provision:

**ALTERNATIVE FORMS OF SECURITY (NOV 1996)**

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

(End of Provision)

**AGAR 452.237-71 -- Pre-Bid/Pre-Proposal Conference**

As prescribed in [437.110\(b\)](#), insert a provision substantially as follows:

**PRE-BID/PRE-PROPOSAL CONFERENCE (FEB 1988)**

- (a) The Government is planning a pre bid/preproposal conference, during which potential offerors may obtain a better understanding of the work required.
- (b) Offerors are encouraged to submit all questions in writing at least five (5) days prior to the conference; however, offerors will be asked to confirm verbal questions in writing. Subsequent to the conference an amendment to the solicitation containing an abstract of the questions and answers, and a list of attendees, will be disseminated.
- (c) In order to facilitate conference preparations, it is requested that be contacted via email at not later than and advised of the number of persons who will attend.
- (d) The Government assumes no responsibility for any expense incurred by an offeror prior to contract award.
- (e) Offerors are cautioned that, notwithstanding any remarks or clarifications given at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the offeror to seek clarification prior to submitting an offer.
- (f) The conference will be held at:

**USDA-ARS  
1680 Madison Avenue  
Wooster, OH 44691**

NOTE: All attending may be required to have a government issued form of identification with photograph (state issued driver's licenses are acceptable).

(End of Provision)

**L.2 CONTRACT PROVISIONS INCLUDED BY REFERENCE:****FAR 52.252-1 -- Solicitation Provisions Incorporated by Reference**

As prescribed in [52.107\(a\)](#), insert the following provision:

**Solicitation Provisions Incorporated by Reference (Feb 1998)**

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

(End of Provision)

FAR 52.204-7 -- System for Award Management (Oct 2018)

FAR 52.204-16 -- Commercial and Government Entity Code Reporting (AUG 2020)

FAR 52.207-1 -- Notice of Standard Competition (May 2006)

FAR 52.228-1 -- Bid Guarantee (Sep 1996)

FAR 52.204-22 -- Alternative Line Item Proposal (Jan 2017)

FAR 52.217-5 -- Evaluation of Options (Jul 1990)

FAR 52.215-1-- Instructions to Offerors-Competitive Acquisition (Nov 2021)

(End of Provisions)

End of this section

**L.3 INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS**

**PROPOSAL MATERIALS:** Solicitation materials consisting of drawings, specifications, contract forms and any issued amendments. Amendments will be posted at [SAM.gov](http://SAM.gov). Enter 12505B23R0012 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.

**PROPOSAL SUBMISSION:** The following electronic documents are to be included in the proposal submission: one (1) fully completed and signed SF 1442 Offer page, acknowledgment of all amendments either via entering data in block 19 of the SF1442 or completing blocks 15a, b, and c of the Amendment and attaching to the SF 1442 Offer page; completed offer schedule if one is provided, otherwise offer amounts are entered in block 17 of the SF1442 Offer page; one completed/signed SF 24 Bid Bond (if required, see block 13B. of the SF1442 Offer page; and one (1) completed Representations and Certifications section (FAR 52.204-8, 52.209-5, and 52.209-7), Calculation of Self-Performed Work, and Contractor EMR Certification; be provided and not specifically mentioned here. Offerors are responsible for insuring and verifying their offer and all required proposal documents are received at the office designated in block 8 of the SF 1442 and by the date and time specified in block 13A of the SF 1442 (subject to amendment).

**a. Price:** The Offeror shall provide a completed Offer Schedule to include:

1. Breakdown of labor categories and the number of hours for each that you intend to use for that category.
2. Breakdown of materials for each labor category.
3. Breakdown of equipment for each labor category.
4. Breakdown of all subcontractor proposals as described in items (1 through 3 above).

**b. Experience/Qualifications:** Provide relevant information on your staff's experience/qualifications, including any subcontractor's experience/qualifications and key personnel (see Section C.2.7 Key Personnel). Site visit attendance will contribute to offerors with an opportunity to view the project site and become familiar with existing conditions allowing the offeror to provide a comprehensive technical capability evaluation. Provide model numbers, cut sheets and any useful information for evaluators to determine your capability to provide an acceptable product.

The offeror shall identify the biobased products to be purchased and used under this minor construction contract. (See Section C.3 BioPreferred requirements and L.3 Conformance With Environmental Management Systems)

The offeror shall document prior experience in specifying, purchasing, using, and installing biobased products. The officer shall provide a list for all relevant contracts over the past two years involving the specification, purchase, and/or use of biobased products. The officer shall include a list of the biobased products specified, purchased, used, and installed.

**c. Past Performance:** The Offeror shall provide a list of three (3) to five (5) projects describing their past performance in performing the same or similar work under contract vehicles similar (or larger) in size, scope and complexity to those requirements outlined in this RFP. For each project include:

1. Name of the project;
2. Brief description of contract work, scope, responsibilities and how and why it relates to this requirement;
3. Contract number, date and type;
4. Name and address of the procuring Government agency or non-government agency;
5. Initial contract amount and final contract amount;
6. Any problems encountered in performance of the work and corrective actions(s) taken, and;
7. Name(s), telephone number(s) and e-mail address of references from the procuring agency or customer who may be contacted for further information.
8. Contractor Insurance Experience Modification Rate (EMR) Certification.

Please make sure the point of contact information is current – failure to provide current information may have an adverse impact on ARS' ability to evaluate your proposal.

All projects submitted must have been performed within the last 3 years. References other than those identified by

the offeror may be contacted by the Government, with the information received used in the evaluation of past performance. ARS reserves the right to consider other information or sources at its disposal during the evaluation of the past performance factor.

### **PROJECT INFORMATION**

**PROJECT TITLE:** Wooster Building Demo

**PROJECT LOCATION:** Wooster, OH

**MAGNITUDE OF CONSTRUCTION:** Between \$ 250,000 and \$500,000

**TYPE CONSTRUCTION:** Building

**NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM CODE: (NAICS):** 238910

**SMALL BUSINESS SIZE STANDARD:** \$19.0 Million

**PERIOD OF PERFORMANCE:** 150 calendar days from receipt of Notice to Proceed for Base Offer.

**WAGE DETERMINATION:** Department of Labor General Decision Number OH20230061 08/04/2023 is included as an attachment to solicitation and is applicable to any resultant contract. If necessary, subsequent revisions will be posted to the solicitation via amendment prior to Proposal submission date. Revision may also be applicable prior to any contract award. Wage decisions are available at <https://beta.SAM.gov>.

**REQUESTS FOR INFORMATION (RFI):** To obtain clarifications and/or additional information concerning the contract requirements, specifications and/or drawings, submit a **written RFI utilizing the RFI Form attached to this Solicitation, send via email to [joel.maas@usda.gov](mailto:joel.maas@usda.gov)**. The subject line of the email must read 'RFI – 12505b23R0012'. RFIs must be specific identifying section, paragraph and page no. of the specifications or cite the drawing number and must be in question format. All RFIs submitted shall include the solicitation number and title, contractor name, city, state, telephone, email address, date submitted, and the RFI question(s). RFI responses will be posted to [www.fbo.gov](http://www.fbo.gov) as necessary in amendment format. **Deadline for submission of RFIs for this solicitation is close of business August 25, 2023.** No questions will be answered after this date unless determined to be in the best interest of the Government as deemed by the Contracting Officer. Telephone requests for information will not be accepted or returned.

### **TYPE OF SET-ASIDE**

**THIS SOLICITATION IS A 100% SET-ASIDE FOR HUBZONE.  
SEE THE SOLICITATION FOR ELIGIBILITY REQUIREMENTS.**

### **DATABASE REGISTRATION INFORMATION**

**SYSTEM FOR AWARD MANAGEMENT REGISTRATION:** The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of the Central Contractor Registration (CCR including FedReg), Online Representations and Certifications Application (ORCA), and the Excluded Parties List System (EPLS). Federal Acquisition Registrations require that federal contractors register in SAM at [www.sam.gov](http://www.sam.gov) and enter all mandatory information into the system.

**Warning:** Offerors are required to be registered in SAM at the time an offer is submitted in order to comply with the annual representations and certifications requirements. If registration is not fully validated the date Offers are due, offers may be considered non-responsive and rejected.

**THE EXCLUDED PARTIES LIST SYSTEM (EPLS):** To ensure that the individuals or businesses providing services under the contract have not engaged in fraud or abuse regarding Sections 1128 and 1128A of the Social Security Act regarding federal health care programs, the contractor is required to check the Excluded Parties List System (EPLS) located at [www.sam.gov](http://www.sam.gov) for each person or business providing services under this contract. During the performance of this contract the Contractor is prohibited from using any individual or business listed on the List of Excluded Individuals/Entities.

**VETS-4212 REPORTING REQUIREMENT:** Contractors are required to submit a required annual Form VETS-4212, Federal Contractor Veterans' Employment Report (VETS-4212 Report) in all cases where the contractor or

subcontractor has received an award of \$100,000 or more in any fiscal year. Contracting Officers are prohibited from awarding a contract to a contractor that has not submitted a required VETS-4212 Report with respect to the preceding fiscal year if the contractor was subject to the reporting requirement of 38 U.S.C. 4212(d). Submit this report as soon as possible, if not already submitted, to avoid delays in the contract award process. For more information on this requirement and/or for completing the web-based reporting form, check the following website: <http://www.vets4212.dol.gov>. See FAR provision 52.222-38, Compliance with Veterans' Employment Reporting Requirements (FEB 2016) under the Representations, Certifications and Other Statements of Offerors, and FAR clause 52.222-37, Employment Reports Veterans (FEB 2016) under the General Conditions.

### **BONDING INFORMATION**

**BID GUARANTEE:** 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 proposals of \$35,000 or more). Failure to furnish the required bid guarantee in the proper form and amount, by the time set for opening of proposals, shall require rejection of the proposal 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) and the form must be provided in original (no white outs, faxed or copied signatures, seals) with 'wet ink' signatures and contain the proper solicitation number, proposal opening date, and be from a corporate surety listed in Department of Treasury Circular 570. 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.

**PERFORMANCE AND PAYMENT BONDS:** In accordance with Contract Clause 52.228-15, and FAR 28.102, Contractors are reminded that any amount awarded over \$30,000.00 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. Awards greater than \$35,000, but not greater than \$150,000, the contracting officer shall select two or more of the following payment protections, giving particular consideration to inclusion of an irrevocable letter of credit as one of the selected alternatives:

1. A payment bond.
2. An irrevocable letter of credit (ILC).
3. A tripartite escrow agreement.
4. Certificates of deposit.
5. A deposit of the types of security listed in 28.204-1 and 28.204-2

Bonds must be provided with original 'wet ink' signatures - no white outs or other corrections are allowable. Copies and facsimiles of bonds shall not be accepted.

**E-VERIFY SYSTEM:** Companies awarded a contract with the federal government shall enroll in E-Verify within 30 days of the contract award date. They shall also begin using the E-Verify system to confirm that all of their new hires and their employees directly working on federal contracts are authorized to legally work in the United States. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, to determine the eligibility of that employee to work in the United States. There is no charge to employers to use E-Verify. (FAR 52.222-54).

### **OTHER IMPORTANT OFFEROR INFORMATION**

#### **ADDITIONAL PRIME CONTRACTOR INFORMATION- SAFETY OR ENVIRONMENTAL VIOLATIONS AND EXPERIENCE MODIFICATION RATING INFORMATION:**

1. All Offerors shall submit information pertaining to their past Safety and Environmental record. (using the attached EMR information and certification form) pertaining to their past Safety and Environmental record. The information must contain a certification that the offeror has no more than three (3) serious, or one (1) repeat or one (1) willful OSHA or any EPA violation(s) in the past three years. If such certification cannot be made, a Offeror shall explain why and submit as much information as possible regarding the circumstances of its past safety and environmental record, including the number of EPA violations and/or the number of serious, repeat, and/or willful OSHA violations, along with a detailed description of those violations.

2. All Offerors shall submit information regarding their current Experience Modification Rate (EMR). This information shall be obtained from the Offeror's insurance carrier and be furnished on the insurance carrier's letterhead. If a Offeror's EMR is above 1.0, Offeror must submit a written explanation of the EMR from its insurance carrier furnished on the insurance carrier's letterhead, describing the reasons for the elevated EMR and the anticipated date the EMR may be reduced to 1.0 or below.

3. Self-insured contractors or other contractors that cannot provide their EMR rating on insurance letterhead must obtain a rating from the National Council on Compensation Insurance, Inc. (NCCI) by completing/submitting form ERM-6 and providing the rating on letterhead from NCCI. Note: Self-insured contractors or other contractors that cannot provide EMR rating on insurance letterhead from the states or territories of CA, DE, MI, NJ, ND, OH, PA, WA, WY, and Puerto Rico shall obtain their EMR rating from their state-run worker's compensation insurance rating bureau.

4. If the NCCI cannot issue an EMR because the Offeror lacks insurance history, Offeror shall submit a letter indication so from its insurance carrier furnished on the insurance carrier's letterhead and include a letter from the NCCI indicating that it has assigned Offeror a Unity Rating of 1.0.

5. The above information, along with other information obtained from Government systems, such as the OSHA and EPA online inspection history databases, will be used to make an initial Determination of Responsibility.

6. This requirement is applicable to all subcontracting tiers, and prospective prime contractors are responsible for determining the responsibility of their prospective subcontractors.

7. This requirement is applicable to all subcontracting tiers, and prospective prime contractors are responsible for determining the responsibility of their prospective subcontractors.

#### **CONFORMANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS:**

The Contractor shall 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.

#### **EIGHT SUSTAINABLE PRODUCT CATEGORIES**

1. Energy Efficient Products
2. Biobased Products
3. Environmentally Preferred Products
4. Water efficient products
5. Recycled Content Products
6. Non-Ozone Depleting Substances
7. EPEAT Products
8. Less Toxic Products

Offerors shall identify the product material and content levels (postconsumer content % and total recovered materials content %) for each proposed product. The content levels shall, at minimum, meet the minimum recommended content levels as identified under the CPG program. For purposes of this contract, applicable content levels will be those published at the time of the offer due date.

Offerors shall identify the ENERGY STAR qualified product(s) by brand, model name, and model number to be supplied under this contract. Offerors should be prepared to provide evidence of product certification by an EPA-recognized certification body upon request.

Offerors shall identify the WaterSense labeled product(s) by brand, model name, and model number to be supplied under this contract. In addition, offerors shall provide evidence of product certification by an EPA-recognized certification body.

In the technical proposal, the offeror shall identify the biobased products to be purchased and used under this minor construction contract. For each biobased product, the offeror shall specify the percentage of biobased content, and for the USDA-designated biobased content products, the offeror shall demonstrate that the products to be used under



this contract will contain the percentage specified in the USDA recommendations or the highest level of biobased material practicable, consistent with USDA's recommended percentages of biobased content.

The offeror shall document prior experience in specifying, purchasing, using, and installing USDA-designated biobased products.

The offeror shall document past performance by providing a list for all relevant contracts over the past three years involving the specification, purchase, and/or use of USDA-designated biobased products. The offeror shall include a list of the biobased products specified, purchased, used, and installed. The following information shall also be provided: client name; point of contact familiar with the offeror's performance; total dollar amount of work performed; period of performance; and description of the work performed.

The content levels shall, at minimum, meet USDA BioPreferred's minimum biobased content level as identified on the BioPreferred web site (<https://www.biopreferred.gov/BioPreferred/>). Note that the offered product is not required to be third-party certified and qualified under the USDA Certified Biobased Product Labeling Program. However, offerors must be able to demonstrate that the offered product meets minimum content levels upon request.

Offerors shall identify the EPEAT-registered product(s) by manufacturer, model name, and model number to be supplied under this contract. In addition, offerors shall specify the EPEAT level rating (bronze, silver, or gold) for each product.

In the technical proposal, offerors shall identify the FEMP-designated product(s) by brand, model name, and model number to be supplied under this contract. In addition, offerors shall provide supporting documentation, such as product specification sheets (or a link to supporting documentation), that clearly demonstrates compliance with the applicable FEMP energy efficiency requirements. Compliance must be determined based on the industry-recognized testing standards identified by FEMP.

Offerors shall identify the Safer Choice labeled product(s) by product name and manufacturer to be supplied under this contract. In addition, offerors shall provide evidence of product certification by EPA (i.e., Safer Choice Partnership Agreement or product listing on EPA's Safer Choice website).

**PAYMENT FOR MATERIALS STORED OFF-SITE:** Payment in advance of installation for materials stored off-site is not authorized under this contract.

**SCHEDULE OF MATERIAL SUBMITTALS:** The submittals contemplated by FAR 52.236-5, Material and Workmanship.

**PROGRESS SCHEDULE:** Progress schedule shall be completed and submitted to the Contracting Officer before the Pre-Construction Conference.

End of this section

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

### **M.1 CRITERIA FOR EVALUATING PROPOSALS**

This is a Lowest Price Technically Acceptable (LPTA) source selection. Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for the non-cost factors. The lowest priced proposal will first be evaluated for technical acceptability. If determined not technically acceptable, it will be removed from competition and the next lowest priced proposal will be evaluated for technical acceptability. This will continue until the lowest price proposal is determined technically acceptable. Once the lowest priced proposal is determined technically acceptable, then a determination of responsibility will be completed. If found responsible, evaluations will be closed and award will be made.

Proposals will be evaluated for merit and the ability to satisfy the objectives of the acquisition based on the evaluation criteria, factors, and sub-factors listed herein. Cursory responses or responses that merely reiterate or reformulate the Drawings and Specifications will not be considered to meet the requirements of the solicitation. Assurance of experience, capability, and qualifications which clearly demonstrate and support the offeror's claim are essential. The absence of such evidence will adversely influence the evaluation of the proposal. The Government will award the contract to the responsive, responsible offeror whose proposal provides the lowest price based upon meeting a Go/No-Go on technical acceptability evaluation criteria as follows:

Factor 1 – **Price**

Factor 2 – **Technical**

Factor 3 – **Past Performance**

**EVALUATION CRITERIA:** The Government will utilize the following evaluation criteria in evaluating Offerors' proposals:

1. **Price:** This factor will not be assigned an adjectival rating. The basis for award for the price factor will be lowest price. The Government will evaluate the Offeror's proposed price for completeness and reasonableness. Price must be supported with sufficient detail to show major divisions and the costs and quantities of materials and labor within those divisions.
2. **Technical:** The lowest priced offeror's technical proposal will be evaluated to assess the technical ability to meet the requirements of the scope of work based on a Go/No-Go rating.
3. **Past Performance:** This factor will be evaluated based on the offeror's capability and capacity to meet the contract requirements, based on past contract performance. Past performance will be assessed based on references provided to the procurement office and any other information obtained using methods listed in FAR 15.305(a)(2)(ii). Offerors should provide references for up to six (6) similar contracts completed within the last five (5) years. If no references are provided and there is no known past performance with the procurement office, the offeror will be given a neutral rating.

### **M.2 BASIS FOR AWARD**

Award of the contract resulting from this solicitation will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors. The offeror must be responsible, as defined by FAR 9.104-1. Responsible includes, but is not limited to, satisfactory past performance, being registered and current in the System for Award Management ([www.sam.gov](http://www.sam.gov)), being a HUBZONE Small Business, not being debarred or suspended from doing business with the Federal Government, and other factors.

**NOTE:** The Government intends to award a contract based on initial offers received, without discussion of such offers. Accordingly, each initial offer should be submitted in the most favorable terms, from a price and technical

standpoint, which the offeror can provide to the Government.

End of Section