

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. 1240LU23Q0047	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 07/06/2023	PAGE OF PAGES 1   3	
	<b>IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.</b>				

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 1098462	6. PROJECT NO.
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7. ISSUED BY USDA-FS CSA INTERMOUNTAIN 9 324 25TH ST OGDEN UT 84401-2310	CODE 40LU	8. ADDRESS OFFER TO
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9. FOR INFORMATION CALL: 	a. NAME JOHN CURRY	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 605-673-9216
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**SOLICITATION**

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

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

Coeur d' Alene nursery buildings exterior painting in accordance with statement of work.

11. The Contractor shall begin performance within 0 calendar days and complete it within 0 calendar days after receiving  award,  notice to proceed. The performance period is  mandatory  negotiable. (See \_\_\_\_\_.)

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES", indicate within how many calendar days after award in Item 12b.)</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 15
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and \_\_\_\_\_ copies to perform the work required are due at the place specified in Item 8 by 07/26/2023 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee  is,  is not required.

c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

d. Offers providing less than 30 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected .

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

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

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

**AMOUNTS**

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

**19. ACKNOWLEDGEMENT OF AMENDMENTS**

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

AMENDMENT NO.										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE
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**AWARD** (To be completed by Government)

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA		
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 3304(a) ( )
26. ADMINISTERED BY BLACK HILLS NATIONAL FOREST 1019 N FIFTH ST CUSTER SD 57730-8214	CODE <b>67T0</b>	27. PAYMENT WILL BE MADE BY	

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

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

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
1240LU23Q0047

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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: 10/31/2023 Delivery Location Code: 0287 COEUR DALENE NURSERY 3600 NURSERY ROAD COEUR DALENE ID 83815 US  Period of Performance: 08/01/2023 to 10/31/2023				
0001	Exterior Painting of 13 Working Capital Fund Buildings located on the Coeur d'Alene Nursery site.				
0002	Exterior painting of two residents on the Coeur d'Alene Nursery site. Both houses have cedar shake wood siding and were last painted in 2011 with an exterior latex paint.				

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**PART I—THE SCHEDULE****SECTION B--SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 SCHEDULE OF ITEMS**

<b>Base Item No.</b>	<b>Building Number</b>	<b>Pay Unit</b>	<b>Estimated Quantity Sq. Ft</b>	<b>Unit Price per Sq Ft</b>	<b>Total Price</b>
1	QA Lab #2024	LS	622	\$	\$
2	Main Office #2027	LS	34,386	\$	\$
3	Nursery Shop #2115	LS	2837	\$	\$
4	Seed Extractory complex #2120	LS	21681	\$	\$
5	Irrigator's Workshop #2139	LS	2932	\$	\$
6	Pesticide Building #2240	LS	1618	\$	\$
7	Garage Shop \$2320	LS	3358	\$	\$
8	Carpenter's Shed #2325	LS	1664	\$	\$
9	Gas-Oil House #2508	LS	207	\$	\$
10	Greenhouse Office #2813	LS	1720	\$	\$
11	North Well House # 2830	LS	438	\$	\$
12	East Well House #2812	LS	117	\$	\$
13	Sand House #2610	LS	1120	\$	\$
<b>Total Cost (Items 1 – 13)</b>					\$
<b>Option Item No.</b>	<b>Building Number</b>	<b>Pay Unit</b>	<b>Estimated Quantity Sq ft</b>	<b>Unit Price per Sq Ft</b>	<b>Total Price</b>
14	Nurseryman Dwelling #1015	LS	3306	\$	\$
15	Caretaker's Dwelling #1014	LS	2760	\$	\$
<b>Total Cost (Items 14-15)</b>					\$
<b>Grand Total (All Items)</b>					\$

\*Note: LS - Lump Sum

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## B.2 SCHEDULE NOTES

Quote on all items. Optional items will be executed at the time of award. Estimated dimensions are for bidding purposes, it is the Contractor's responsibility to confirm actual measurements for construction purposes.

### Prices Submitted By:

Printed Name:	Fax:
Business Name:	Unique Entity ID:
Address:	Phone:
	Email:

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

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

This project will involve supplying the paint, labor, and other materials to repaint 13 buildings and two residential houses at the Coeur d'Alene Nursery site. The buildings that are wood sided construction are either cedar shake siding or T-11 panels. Two building have concrete block walls. The resident houses are cedar shake siding. The buildings were last painted in 2011 with an exterior grade latex paint matching the existing building colors.

### **C.2 PROJECT LOCATION**

The Nusery buildings are located at 3600 W Nursery Rd, Coeur d'Alene, ID 83815. The project buildings are dipicted in attachment 1

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

Between \$100,000 and \$250,000

### **C.4 TECHNICAL SPECIFICATIONS**

**See Attachment 4 Statement of Work and Attachment 3 Supplemental Specifications.**

#### **AGAR 452.211-72 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.

#### **AGAR 452.211-73 Attachments to Statement of Work/Specifications (FEB 1988)**

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

**AGAR 452.211-74 Period of Performance.** The period of performance is from the date of Notice to Proceed to 10/31/2023. Estimated start date is 8/01/2023.

#### **FAR 52.237-1 Site Visit. (Apr 1984)**

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

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

### **D.1 PACKING AND MARKING**

All shipments of materials, equipment and/or supplies shall be addressed to the Contractor and not to the Government.

### **D.2 PROJECT LABELING FOR OFFICIAL CORRESPONDENCE**

The Government singularly identifies each project with a contract number at time of award. The contract number is a unique identifier to purposely and permanently represent an awarded project. The Government issued contract number is to be referenced on all official communication starting upon notice of award.

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

### **E.1 CLAUSES**

52.246-12 Inspection of Construction (AUG 1996)

## SECTION F--DELIVERIES OR PERFORMANCE

### F.1 CLAUSES

52.211-18 Variation in Estimated Quantity (APR 1984)

52.242-14 Suspension of Work (APR 1984)

#### **52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 10/31/2023. The time stated for completion shall include final cleanup of the premises.

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

### **G.1 CLAUSES**

#### **452.215-73 Post Award Conference (NOV 1996)**

A post award conference with the successful offeror is required. It will be scheduled and held within 10 days after the date of contract award. The conference will be held at TBD.

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

## PART II--CONTRACT CLAUSES

### SECTION I--CONTRACT CLAUSES

#### I.1 CLAUSES

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

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

Federal Acquisition Regulation (FAR) Clauses:

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

Department of Agriculture Acquisition Regulation (AGAR) Clauses:

<https://www.acquisition.gov/agar> (AGAR clauses begin with 452)

FAR and AGAR Deviations to clauses may be viewed at: [Policies & Regulations | USDA](#)

- 52.203-7 Anti-Kickback Procedures (JUN 2020)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 2020)
- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020)
- 52.204-13 System for Award Management Maintenance (OCT 2018)
- 52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)
- 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021)
- 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)
- 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021)
- 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
- 52.215-8 Order of Precedence—Uniform Contract Format (OCT 1997)
- 52.219-6 Notice of Total Small Business Set-Aside (NOV 2020)
- 52.219-28 Post Award Small Business Program Rerepresentation (MAR 2023)
- 52.222-3 Convict Labor (JUN 2003)
- 52.222-4 Contract Work Hours and Safety Standards -- Overtime Compensation (MAY 2018)
- 52.222-6 Construction Wage Rate Requirement (AUG 2018)
- 52.222-7 Withholding of Funds (MAY 2014)
- 52.222-8 Payrolls and Basic Records (JUL 2021)
- 52.222-9 Apprentices and Trainees (JUL 2005)
- 52.222-10 Compliance with Copeland Act Requirements (FEB 1988)
- 52.222-11 Subcontracts (Labor Standards) (MAY 2014)
- 52.222-12 Contract Termination - Debarment (MAY 2014)

- 52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations (MAY 2014)
- 52.222-14 Disputes Concerning Labor Standards (FEB 1988)
- 52.222-15 Certification of Eligibility (MAY 2014)
- 52.222-21 Prohibition of Segregated Facilities (APR 2015)
- 52.222-26 Equal Opportunity (APR 2016)
- 52.222-27 Affirmative Action Compliance Requirements for Construction (APR 2015)
- 52.222-35 Equal Opportunity for Veterans (JUN 2020)
- 52.222-36 Equal Opportunity for Workers with Disabilities (JUN 2020)
- 52.222-37 Employment Reports on Veterans (JUN 2020)
- 52.222-50 Combating Trafficking in Persons (NOV 2021)
- 52.222-54 Employment Eligibility Verification (MAY 2022)
- 52.222-55 Minimum Wages for Contractor Workers under Executive Order 14026 (JAN 2022)
- 52.222-62 Paid Sick Leave under Executive Order 13706 (JAN 2022)
- 52.223-2 Affirmative Procurement of Biobased Products under Service and Construction Contracts (SEP 2013)
- 52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2011)
- 52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (AUG 2018)
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020)
- 52.223-20 Aerosols (Jun 2016)
- 52.225-13 Restrictions on Certain Foreign Purchases (FEB 2021)
- 52.226-1 Utilization of Indian Organizations and Indian-Owned Economic Enterprises (June 2000)
- 52.227-4 Patent Indemnity -- Construction Contracts (DEC 2007)
- 52.228-2 Additional Bond Security (OCT 1997)
- 52.228-12 Prospective Subcontractor Requests for Bonds (DEC 2022)
- 52.228-14 Irrevocable Letter of Credit (NOV 2014)
- 52.232-5 Payments under Fixed-Price Construction Contracts (MAY 2014)
- 52.232-23 Assignment of Claims (MAY 2014)
- 52.232-27 Prompt Payment for Construction Contracts (JAN 2017)
- 52.232-33 Payment by Electronic Funds Transfer – System for Award Management (OCT 2018)
- 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (MAR 2023)
- 52.233-1 Disputes (MAY 2014) Alt 1 (DEC 1991)
- 52.233-3 Protest after Award (AUG 1996)
- 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- 52.236-2 Differing Site Conditions (APR 1984)
- 52.236-3 Site Investigation and Conditions Affecting the Work (APR 1984)
- 52.236-5 Material and Workmanship (APR 1984)
- 52.236-6 Superintendence by the Contractor (APR 1984)
- 52.236-7 Permits and Responsibilities (NOV 1991)

- 52.236-8 Other Contracts (APR 1984)
- 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
- 52.236-10 Operations and Storage Areas (APR 1984)
- 52.236-11 Use and Possession Prior to Completion (APR 1984)
- 52.236-12 Cleaning Up (APR 1984)
- 52.236-13 Accident Prevention (NOV 1991)
- 52.236-14 Availability and Use of Utility Services (APR 1984)
- 52.236-17 Layout of Work (APR 1984)
- 52.236-21 Specifications and Drawings for Construction (FEB 1997)
  - Alternate I (APR 1984)
  - Alternate II (APR 1984)
- 52.243-5 Changes and Changed Conditions (APR 1984)
- 52.244-6 Subcontracts for Commercial Products and Commercial Services (JUN 2023)
- 52.245-1 Government Property (SEP 2021) - Alt 1 (APR 2012)
- 52.245-9 Use and Charges (APR 2012)
- 52.246-21 Warranty of Construction (MAR 1994)
- 52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)
- 52.249-10 Default (Fixed-Price Construction) (APR 1984)
- 52.253-1 Computer Generated Forms (JAN 1991)
- 452.232-70 Reimbursement for Bond Premiums – Fixed-Price Construction Contracts (NOV 1996)
- 452.236-70 Additive or Deductive Items (FEB 1988)
- 452.236-71 Prohibition Against the Use of Lead-Based Paint (NOV 1996)
- 452.236-72 Use of Premises (NOV 1996)
- 452.236-76 Samples and Certificates (FEB 1988)
- 452.236-77 Emergency Response (NOV 1996)

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

(a) Definitions. As used in this clause—

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

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

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

(i) Of that equipment; or

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

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

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

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

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

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

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within \_\_\_\_\_ 10 \_\_\_\_ (insert period of time).

**52.225-9 Buy American Act-Construction Materials (OCT 2022)**

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

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

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

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

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

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

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

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

*Cost of components means—*

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

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

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

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

*Domestic construction material* means—

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

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

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

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

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

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all component used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the

cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

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

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

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

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

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

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

(b) Domestic preference.

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

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

**None**

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

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

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

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

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a

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

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

(B) *For domestic construction material that is a critical item or contains critical components.*

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

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

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1			
Foreign construction material			
Domestic construction material			
Item 2			
Foreign construction material			
Domestic construction material			

*[\*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)

**52.228-1 Bid Guarantee (SEP 1996)**

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

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

- (1) To unsuccessful bidders as soon as practicable after the opening of bids, and (2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.
- (c) The amount of the bid guarantee shall be 20 percent of the bid price or \$\$250k, whichever is less.
- (d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.
- (e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

**52.228-11 Individual Surety - Pledge of Assets (FEB 2021) ([DEVIATION MAY 2023](#))**

- (a) The Contractor shall obtain from each person acting as an individual surety on a performance bond or a payment bond -
- (1) A pledge of assets that meets the eligibility, valuation, and security requirements described in the Federal Acquisition Regulation (FAR) [28.203-1](#); and
- (2) Standard Form 28, Affidavit of Individual Surety, **[except that the words “being duly sworn, depose and say” on the Standard Form 28 are replaced with the word “affirm” and the Standard Form 28 is not required to be sworn and notarized in block 12].**
- (b) The Contracting Officer may release a portion of the security interest on the individual surety's assets based upon substantial performance of the Contractor's obligations under its performance bond. The security interest in support of a performance bond shall be maintained—
- (1) Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding \$150,000 (40 U.S.C. 3131). Until completion of any warranty period, or for 1 year following final payment, whichever is later.
- (2) Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1)). For the full contract performance period plus 1 year.
- (3) Other contracts not subject to the requirements of paragraph (b)(1) of this clause. Until completion of any warranty period, or for 90 days following final payment, whichever is later.
- (c) A surety's assets pledged in support of a payment bond may be released to a subcontractor or supplier upon Government receipt of a Federal district court judgment, or a sworn statement by the subcontractor or supplier that the claim is correct along with a notarized authorization of the release by the surety stating that it approves of such release. The security interest on the individual surety's assets in support of a payment bond shall be maintained—
- (1) Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding \$150,000 which require performance and payment bonds (40 U.S.C. 3131). For 1 year following final payment, or until resolution of all pending claims filed against the payment bond during the 1-year period following final payment, whichever is later.
- (2) Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1)). For the full contract performance period plus 1 year.

- (3) Other contracts not subject to the requirements of paragraph (c)(1) of this clause. For 90 days following final payment.
- (d) The Contracting Officer may allow the Contractor to substitute an individual surety, for a performance or payment bond, after contract award. The Contractor shall comply with the requirements of paragraph (a) of this clause within the timeframe established by the Contracting Officer.

**52.228-15 Performance and Payment Bonds -- Construction (JUN 2020) ([DEVIATION MAY 2023](#))**

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

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

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

(1) *Performance Bonds (Standard Form 25, **EXCEPT THAT A SEAL IS NOT REQUIRED**).* The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment Bonds (Standard Form 25-A, **EXCEPT THAT A SEAL IS NOT REQUIRED**).* The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) *Additional bond protection.*

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

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

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

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

U.S. Department of Treasury  
Financial Management Service  
Surety Bond Branch  
3700 East West Highway, Room 6F01

Hyattsville, MD 20782

Or via the internet at <http://www.fms.treas.gov/c570/>.

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

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

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

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

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

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

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

**452.204-70 Modification for Contract Closeout ([DEVIATION JUL 2022](#))**

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

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

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

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

### **SECTION J--LIST OF ATTACHMENTS**

#### **J.1 ATTACHMENTS**

Attachment 1- Nursery buildings Map

Attachment 2- Building exterior Photos

Attachment 3- Painting Supplemental Specifications

Attachment 4- Statement of Work

Attachment 5- Wage Determinations

Attachment 6- Solicitation Experience Questionnaire

## PART IV--REPRESENTATIONS AND INSTRUCTIONS

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

#### K.1 PROVISIONS

##### **52.204-8 Annual Representations and Certifications (MAR 2023) ([DEVIATION DEC 2022](#))**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 238320 .

(2) The small business size standard is 19M

construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition -

- (i) Is set aside for small business and has a value above the simplified acquisition threshold;
  - (ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
  - (iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.
- (b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

- (i)  Paragraph (d) applies.
  - (ii)  Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--
    - (A) The acquisition is to be made under the simplified acquisition procedures in part 13;
    - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
    - (C) The solicitation is for utility services for which rates are set by law or regulation.
  - (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
  - (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal

Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation.

This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

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

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

[\(DEVIATION DEC 2022\)](#) This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied Part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied Part 19 in accordance with 19.000(b)(1)(ii).

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the

simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates-II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$50,000, the basic provision applies.

(B) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(C) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i)

(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)

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

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

**FAR Clause # Title Date Change**

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

[DEVIATION NOV 2022](#) *Offerors that are representing as Small Business Joint Venture or Service Disabled Veteran Owned Small Business Joint Venture should submit their socio-economic status in the space provided above until such time that SAM.gov has been updated to include the joint venture representations contained within provision 52.219-1 paragraph (c).*

**52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020)**

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

(a) Definitions. As used in this provision—

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

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

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

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

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

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

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

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

(d) Representation. The Offeror represents that—

(1) 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 (c)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

### L.1 PROVISIONS

#### 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

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

Federal Acquisition Regulation (FAR) Clauses:

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

Department of Agriculture Acquisition Regulation (AGAR) Clauses:

<https://www.acquisition.gov/agar> (AGAR clauses begin with 452)

FAR and AGAR Deviations to provisions may be viewed at: [Policies & Regulations | USDA](#)

- 52.204-7 System for Award Management (OCT 2018)
- 52.204-16 Commercial and Government Entity Code Reporting (AUG 2020)
- 52.204-22 Alternative Line-Item Proposal (JAN 2017)
- 52.211-6 Brand Name or Equal (AUG 1999)

### L.2 QUOTE PREPARATION INSTRUCTIONS:

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

2) All offers shall include:

a) **Price Proposal**

i) Signed Standard Form 1442, Solicitation/Offer/Award Construction.

ii) Section B - Schedule of Items, All blocks must be completed by the offeror. All Items must be priced.

iii) Section K - Offeror Representations and Certifications – Complete the requested information in each applicable provision in Section K (52.204-8, 52.204-24, 52.219-4). Only return the applicable provisions, not the entire solicitation.

iv) Acknowledgement of solicitation amendments (if any). This can be accomplished by

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

v) Scanned copy of fully executed Bid Guarantee for offers over \$150,000 (Standard Form 24 and Power of Attorney).

**b) Technical Proposal**

The technical proposal shall include, at a minimum, the information identified below in sufficient detail to allow for evaluation based on the criteria identified in Section M Evaluation Criteria. It is strongly suggested that offerors organize their technical proposal with individual sections that address each of the following evaluation criteria:

i) Factor 1. Past Performance: submit a list of **relevant/similar** past work the contractor has performed with the past 5 years along with contact information so the government may contact prior customers to evaluate past performance. Information should include the project name, location, description of the work, dollar value and name/phone/email of project owner representative.

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

(4) Contact the Contracting Officer by telephone or by e-mail if you do not understand any part of these instructions.

(5) Offer submission instructions are contained on the SF-1442.

**52.222-5 Construction Wage Rate Requirements—Secondary Site of the Work (MAY 2014)**

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

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

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

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

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

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

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

Goals for minority participation for each trade	Goals for female participation for each trade
3.0%	6.0%
<i>(Contracting Officer shall insert goals)</i>	

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 Kootenai County, ID

**452.228-70 Alternative Forms of Security (NOV 1996)**

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

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**The notice regarding timely definitization of equitable adjustments for change orders under construction contracts required by FAR Subpart 36.211(b) is located at:**

[Notice Regarding Construction Contract Administration](#) under the heading Small Business Information and Resources, Procurement Information.

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

### **M.1 PROVISIONS**

52.217-5 Evaluations of Options (JUL 1990)

### **M.2 QUOTE EVALUATION**

Quotes will be evaluated using a best value approach. This allows the Government to accept other than the lowest priced quote. The Government may perform a comparative evaluation (comparing offers to each other) to select the contractor that provides the best value, considering the evaluation factors in this solicitation.

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

#### **Factor 1. Past Performance**

Past performance is a measure of the degree to which the offeror (including major subcontracts) has satisfied previous customers and complied with Federal, State and Local laws and regulations. The Government will contact references to assess the quality of the contractor's work, timely completion, project management, and compliance with regulatory requirements. The Government will consider the currency and relevance of the information, source of the information, context of the data and general trends in contractor performance. The Government shall consider this information, as well as information obtained from any other sources, when evaluating the offeror's past performance.

#### **Factor 2. Price**

The proposed price will be evaluated for reasonableness and will be weighed in conjunction with the technical factors to determine the quote offering the best value to the government.