


<b>SOLICITATION, OFFER, AND AWARD</b> (Construction, Alteration, or Repair)	1. SOLICITATION NO. 1240LT25R0026	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 06/19/2025	PAGE OF PAGES 1 35	

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

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. 1151705	6. PROJECT NO.
7. ISSUED BY USDA-FS CSA INTERMOUNTAIN 8 324 25TH ST OGDEN UT 84401-2310	CODE 40LT	8. ADDRESS OFFER TO	
9.  a. NAME ERICK PLAMANN		b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 612-315-9982	

### 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)

Project: SRD ANS Boat Launch Gate Replacement

P.O.C. Erick Plamann, Contract Specialist, erick.plamann@usda.gov

There are various gates on boat ramps on the Sulphur Ranger District that need replacement. At the Green Ridge Boat Ramp, contractor must install one gate at the boat ramp, and two gates on an adjacent road. At the Stillwater Boat Ramp and Sunset Boat Ramp, contractor must install one gate at each location IAW with the SOW. All gates will be government furnished. The contractor must familiarize themselves with the Government-furnished gates and provide all hardware and materials necessary for successful gate installation.

There is no site visit planned as the areas are open to the public and require no special access passes

NAICS: 238290: Other Building Equipment Contractors

Size Standard: \$22M

Continued ...

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>30</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 FAR 52.211-10.)	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.)	12b. CALENDAR DAYS 0
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>1300</u> (hour) local time <u>07/18/2025</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 type="checkbox"/> is, <input checked="" 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>0</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-FS CSA INTERMOUNTAIN 8 324 25TH ST OGDEN UT 84401-2310	27. PAYMENT WILL BE MADE BY	

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

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.)  Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, 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)	
		LUCAS J. DAHLMAN	
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA	31c. DATE
		BY	

# CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
1240LT25R0026

PAGE 3 OF 35

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Magnitude: Under \$25,000</p> <p>This is being solicited 100% small business</p> <p>Attachment 1- SOI Attachment 2- SOW Attachment 3- Maps Attachment 4- Gate Drawings Attachment 5- Site Details and Drawings Attachment 6- Wage Determination</p> <p>All questions for this solicitation are due to the P.O.C. listed in block 10, via email and no other means will be accepted, No Later Than 1:00 PM Central Time on 6/29/2025</p> <p>All Proposals for this solicitation are due to the P.O.C. listed in block 10, via email and no other means will be accepted, No Later Than 1:00 PM Central Time on 7/18/2025</p> <p>Delivery: 30 Days After Notice to Proceed Delivery Location Code: 82AT USDA FOREST SERVICE ARAPAHOE-ROOSEVELT NF PAWNEE NG 2150 CENTRE AVENUE BUILDING E FORT COLLINS CO 80526-8119 US</p>				
0001	<p>There are various gates on boat ramps on the Sulphur Ranger District that need replacement. At the Green Ridge Boat Ramp, contractor must install one gate at the boat ramp, and two gates on an adjacent road. At the Stillwater Boat Ramp and Sunset Boat Ramp, contractor must install one gate at each location. All gates will be government furnished. The contractor must familiarize themselves with the Government-furnished gates and provide all hardware and materials necessary for successful gate installation</p>	1	LS		

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## **PART I—THE SCHEDULE**

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

#### **B.1 SCHEDULE OF ITEMS**

See Attachment 1

#### **B.2 SCHEDULE NOTES**

One award will be made from this solicitation, contractors must submit pricing for all items.

See SOI for breakdown

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

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

There are various gates on boat ramps on the Sulphur Ranger District that need replacement. At the Green Ridge Boat Ramp, contractor must install one gate at the boat ramp, and two gates on an adjacent road. At the Stillwater Boat Ramp and Sunset Boat Ramp, contractor must install one gate at each location. All gates will be government furnished. The contractor must familiarize themselves with the Government-furnished gates and provide all hardware and materials necessary for successful gate installation.

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

Green Ridge Boat Ramp: Green Ridge Campground, Off CO Rd 66, Grand Lake, CO 80447 (2 Gates)

Sunset Point Boat Ramp: End of NFSR 125.1E, Off County Rd 6, Granby, CO 80446

Stillwater Boat Ramp: Adjacent to Stillwater Campground, off U.S. Hwy 34, Granby, CO 80446

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

Under \$25,000.00

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

See attachments 3, 4, and 5

## **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.



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

### **E.1 CLAUSES**

FAR 52.246-12      Inspection of Construction (AUG 1996)

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

### **F.1 CLAUSES**

FAR 52.242-14      Suspension of Work (APR 1984)

#### **FAR 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 30 calendar days. The time stated for completion shall include final cleanup of the premises.

(End of clause)

### **F.2 OTHER REQUIREMENTS**

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

### **G.1 CLAUSES**

AGAR 452.204-70 Modification for Contract Closeout

### **G.2 OTHER REQUIREMENTS**

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

### **H.1 CLAUSES**

### **H.2 OTHER REQUIREMENTS**

#### **Minimum Insurance Coverage Requirements**

Pursuant to FAR clause FAR 52.228-5, Insurance-Work on a Government Installation paragraph (a), Contractors shall present evidence and maintain, as a minimum, the amounts of insurance coverage indicated below:

- (1) 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 must 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 must be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.
- (2) General Liability. The Contractor must have bodily injury liability insurance coverage written on a comprehensive form of policy of at least \$500,000 per occurrence.
- (3) Automobile Liability. The Contractor must have automobile liability insurance written on a comprehensive form of policy. The policy must provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States must 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.
- (4) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor must have aircraft public and passenger liability insurance. Coverage must be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger injury. Coverage for passenger injury must be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

## PART II--CONTRACT CLAUSES

### SECTION I--CONTRACT CLAUSES

#### I.1 CLAUSES

##### **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):

Federal Acquisition Regulation (FAR): <https://www.acquisition.gov/browse/index/far>  
(Clauses are located at [FAR part 52](#) and begin with 52)

Department of Agriculture Acquisition Regulation (AGAR): <https://www.acquisition.gov/agar>  
(Clauses are located at [AGAR part 452](#) and begin with 452)

Deviations to clauses may be viewed at: [USDA FAR Class Deviations](#)

FAR 52.203-17	Contractor Employee Whistleblower Rights (NOV 2023) ( <a href="#">Whistleblower Guidance to contractor employees</a> )
FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
FAR 52.204-13	System for Award Management Maintenance (OCT 2018)
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 Covered Entities (DEC 2023)
FAR 52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)
FAR 52.204-27	Prohibition on a ByteDance Covered Application (JUN 2023)
FAR 52.204-30	Federal Acquisition Supply Chain Security Act Orders—Prohibition (Dec 2023)
FAR 52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
FAR 52.219-6	Notice of Total Small Business Set-Aside (NOV 2020)
FAR 52.219-28	Postaward Small Business Program Rerepresentation (JAN 2025)
FAR 52.222-3	Convict Labor (JUN 2003)
FAR 52.222-6	Construction Wage Rate Requirement (AUG 2018)
FAR 52.222-7	Withholding of Funds (MAY 2014)
FAR 52.222-8	Payrolls and Basic Records (JUL 2021)
FAR 52.222-9	Apprentices and Trainees (JUL 2005) (DEVIATION FEB 2025)
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 52.222-36	Equal Opportunity for Workers with Disabilities (JUN 2020)
FAR 52.222-50	Combating Trafficking in Persons (NOV 2021)
FAR 52.222-55	Minimum Wages for Contractor Workers under Executive Order 14026 (JAN 2022)
FAR 52.222-62	Paid Sick Leave under Executive Order 13706 (JAN 2022)
FAR 52.226-7	Drug-Free Workplace (MAY 2024)
FAR 52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024)
FAR 52.227-4	Patent Indemnity -- Construction Contracts (DEC 2007)
FAR 52.232-5	Payments under Fixed-Price Construction Contracts (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 (MAR 2023)
FAR 52.233-1	Disputes (MAY 2014) Alt 1 (DEC 1991)
FAR 52.233-3	Protest after Award (AUG 1996)
FAR 52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
FAR 52.236-5	Material and Workmanship (APR 1984)
FAR 52.236-7	Permits and Responsibilities (NOV 1991)
FAR 52.236-26	Preconstruction Conference (FEB 1995)
FAR 52.240-1	Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (NOV 2024)
FAR 52.244-6	Subcontracts for Commercial Products and Commercial Services (JAN 2025) (DEVIATION FEB 2025)
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)
AGAR 452.236-70	Emergency Response, Fire Suppression, and Liability

**FAR 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*

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

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

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

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

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

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

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

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

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic

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

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If

the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

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

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

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

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

#### **FAR 52.252-6 Authorized Deviations in Clauses (NOV 2020)**

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

(b) The use in this solicitation or contract of any Agriculture Acquisition Regulation (48 CFR 4) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of clause)

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

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

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

Attachment 1- Schedule of Items

Attachment 2- Statement of Work

Attachment 3- Maps

Attachment 4- Gate Drawings

Attachment 5- Site Details and Drawings

Attachment 6- Wage Determination

## PART IV--REPRESENTATIONS AND INSTRUCTIONS

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

#### K.1 PROVISIONS

FAR 52.204-29 Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures (Dec 2023)

#### **FAR 52.204-8 Annual Representations and Certifications (JAN 2025) (DEVIATION FEB 2025)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 238290 *Other Building Equipment Contractors*.

(2) The small business size standard is 22M.

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

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

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

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

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

(2) If the provision at [FAR 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) [FAR 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 [FAR 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) [FAR 52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [FAR 52.203-18](#), Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

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

(v) [FAR 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) [FAR 52.204-26](#), Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

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

(viii) [FAR 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) [FAR 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) [FAR 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) [FAR 52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) [FAR 52.219-1](#), Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied [FAR part 19](#) in accordance with [FAR 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) [FAR 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 [FAR part 19](#) in accordance with [FAR 19.000\(b\)\(1\)\(ii\)](#).

(xiv) [Reserved]

(xv) [Reserved]

(xvi) [FAR 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) [FAR 52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at [FAR 52.223-2](#), Reporting of Biobased Products Under Service and Construction Contracts.

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

(xix) [Reserved]

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

(xxi) [FAR 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 [FAR 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 \$100,000, the provision with its Alternate II applies.
- (C) If the acquisition value is \$100,000 or more but is less than \$102,280, the provision with its Alternate III applies.

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

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

(xxiv) [FAR 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) [FAR 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) FAR 52.204-17, Ownership or Control of Offeror.
- ☐ (ii) FAR 52.204-20, Predecessor of Offeror.
- ☒ (iii) FAR 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- ☐ (iv) FAR 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.
- ☒ (v) FAR 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
- ☐ (vi) FAR 52.227-6, Royalty Information.
  - ☐ (A) Basic.
  - ☐ (B) Alternate I.
- ☒ (vii) FAR 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**

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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.

(End of provision)

**FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)**

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

(End of provision)

**FAR 52.209-13 Violation of Arms Control Treaties or Agreements – Certification (NOV 2021)**

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

☐ (1) The Offeror certifies that–

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President’s or Secretary of State’s determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President’s or Secretary of State’s determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; or

☐ (2) The Offeror is providing separate information with its offer in accordance with

paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

- (i) An inability to certify compliance.
- (ii) An inability to conclude compliance.
- (iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless—

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under 22 U.S.C. 2593e(d) or ©; or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

## **K.2 OTHER STATEMENTS OF OFFERORS OR RESPONDENTS**

System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations, including:

- FAR 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation
- FAR 52.222-25, Affirmative Action Compliance

Contracting officers will not consider these representations when making award decisions or enforce requirements. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

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

### L.1 PROVISIONS

#### **FAR 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): <https://www.acquisition.gov/browse/index/far>  
(Provisions are located at [FAR part 52](#) and begin with 52)

Department of Agriculture Acquisition Regulation (AGAR): <https://www.acquisition.gov/agar>  
(Provisions are located at [AGAR part 452](#) and begin with 452)

Deviations to provisions may be viewed at: [USDA FAR Class Deviations](#)

FAR 52.201-1	Acquisition 360: Voluntary Survey (SEP 2023)
FAR 52.204-7	System for Award Management (NOV 2024)
FAR 52.204-16	Commercial and Government Entity Code Reporting (AUG 2020)
FAR 52.204-22	Alternative Line-Item Proposal (JAN 2017)
FAR 52.215-1	Instructions to Offerors--Competitive Acquisition (NOV 2021) Alternate I (OCT 1997)
FAR 52.222-5	Construction Wage Rate Requirements—Secondary Site of the Work (MAY 2014)
FAR 52.222-33	Notice of Requirement for Project Labor Agreement (JAN 2024)
FAR 52.225-10	Notice of Buy American Act Requirement—Construction Materials (MAY 2014)
FAR 52.225-12	Notice of Buy American Requirement—Construction Materials Under

## **FAR 52.252-5 Authorized Deviations in Provisions (NOV 2020)**

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

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

(End of provision)

## **L.2 INSTRUCTIONS**

(a) General Instructions. Proposals submitted in response to this solicitation shall be furnished as specified below.

(1) The proposal must include a technical proposal and business/price proposal. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. All documents shall be Microsoft Word, Microsoft Excel, or Adobe PDF.

(2) Offerors may, at their discretion, submit alternate proposals or proposals which deviate from the requirement; provided, that an offeror also submit a proposal for performance of the work as specified in the statement of work. Any "alternate" proposal may be considered if overall performance would be improved or not compromised, and if it is the best interest of the Government. Alternate proposals, or deviations from any requirement of this RFP, must be clearly identified.

(3) The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this RFP. Offeror must have an active entity registration at <https://www.sam.gov/SAM/> in order to submit an offer.

(4) All offers shall be submitted in the following format:

(a)   1   copies of the completed technical proposal. Maximum size: Twenty 8 ½ x 11 pages single spaced.

(b)   1   copies of the completed business/price proposal.

### (b) Technical Proposal Instructions

The technical proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the Government. Therefore, the technical proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed description of techniques, procedures and program for achieving the objectives of the specifications/statement of work. At a minimum the technical proposal should clearly address the following:



i) Factor 1. Past Performance: submit a list of relevant past work the offeror has performed within the past 5 years along with contact information so the government may query prior customers. Information should include the project name, location, description of the work, dollar value and name/phone/email of project owner representative. Offerors may provide information on problems encountered on the identified contracts and the offeror's corrective actions.

ii) Factor 2. Technical Approach to Performing the Work: At a minimum, describe your planned approach to performing this work. Include the type of equipment to be used, key personnel and their qualifications, logistics of equipment and supply delivery, crew accommodations, major sub-contractors and their roles, biobased products to be used in the accomplishment of the work, and anticipated schedule of work.

iii) Factor 3. Price

(c) Business/Price Proposal Instructions

*The following information is required:*

i) *Signed Standard Form 1442, Solicitation/Offer/Award (Construction, Alteration, Repair), with blocks 14 – 20c completed by the offeror.*

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 (FAR 52.204-8.). 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 (Standard Form 24 and Power of Attorney).*

*(d) All documents 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.*

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

**Pursuant to [FAR 36.211\(b\)](#), information regarding USDA's definitization of equitable adjustments for change orders under construction contracts may be found at [Contracting with USDA | USDA](#). USDA's procedures that apply to the definitization of equitable adjustment for change orders under construction contracts may be found in the USDA Contracting Desk Book, located at [Policies & Regulations | USDA](#) under Parts 436 and 443.**



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

### **M.1 PROVISIONS**

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

**Proposals will be evaluated using the lowest price technically acceptable as defined in FAR 15.101-2.**

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

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

The past performance evaluation will characterize the level of the Government's confidence that the offeror will successfully complete the work, in compliance with all contract requirements, based on its record of successful performance on recent and relevant similar projects.

#### **Factor 2. Technical Approach to Performing the Work**

When evaluating the Technical Approach to Performing the Work, the government will assess the reasonableness of the contractor's proposed approach to performing the work

#### **Factor 3. Price**

The proposed price will be evaluated for reasonableness in accordance with FAR 15.404-1(b). The government expects to make an award without discussions, however, reserves the right to conduct discussion if necessary. In the event that discussion are conducted, the competitive range may be limited for purposes of efficiency.