


<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. 1282MK19R0003	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 07/01/2019	PAGE OF PAGES 1   38	
	<b>IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.</b>				

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 945767	6. PROJECT NO.
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7. ISSUED BY GRAND MESA UNCOMPAGRE GUNNISON N USDA FOREST SERVICE ATTN PEGGY DOBIE 216 NORTH COLORADO STREET GUNNISON CO 81230	CODE 82MK	8. ADDRESS OFFER TO peggy.dobie@usda.gov USDA Forest Service 216 North Colorado Street Gunnison, CO 81230
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9. FOR INFORMATION CALL: 	a. NAME PEGGY DOBIE	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 970-642-4415
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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)

Grand Mesa, Uncompahgre and Gunnison National Forests

Description: Construction of a 4,600 Square Foot Storage/Office Building and demolition of and disposal of 7 existing buildings.

Location: Delta Administrative Site, 1560 H 50 Road, Delta, CO 81416

Set Aside: Total Small Business Set Aside

Magnitude of Project: Between \$500,000 and \$1,000,000

Point of Contact: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Phone: \_\_\_\_\_

DUNS: \_\_\_\_\_

Continued ...

11. The Contractor shall begin performance _____ 10 _____ calendar days and complete it within _____ 180 _____ 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 _____.)
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12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and \_\_\_\_\_ 1 \_\_\_\_\_ copies to perform the work required are due at the place specified in Item 8 by \_\_\_\_\_ 1300 \_\_\_\_\_ (hour) local time  
\_\_\_\_\_ 08/09/2019 \_\_\_\_\_ (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 \_\_\_\_\_ 120 \_\_\_\_\_ 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 <span style="float: right;">FACILITY CODE</span>	

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. 253(c) ( )
26. ADMINISTERED BY CODE <span style="border: 1px solid black; padding: 2px;">82MK</span>	27. PAYMENT WILL BE MADE BY		
GRAND MESA UNCOMPAGRE GUNNISON N USDA FOREST SERVICE ATTN PEGGY DOBIE 216 NORTH COLORADO STREET GUNNISON CO 81230			

**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,	<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.
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30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31a. NAME OF CONTRACTING OFFICER (Type or print)		
	PEGGY DOBIE		
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA	31c. DATE
		BY	

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
1282MK19R0003

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
001	<p>Notice to Offeror(s)/Supplier(s): Funds are not presently available for this effort. No award will be made under this solicitation until funds are available. The Government reserves the right to cancel this solicitation, either before or after the solicitation closing date. In the event the Government cancels this solicitation, the Government has no obligation to reimburse an offeror for any costs incurred.</p> <p>Delivery: 06/03/2019                      Delivery Location Code: 82MK                      GRAND MESA UNCOMPAHGRE GUNNISON N                      USDA FOREST SERVICE                      GRAND MESA UNCOMPAHGRE GUNNISON                      NATIONAL FORESTS 2250 HYWAY 50                      DELTA CO 81416 US</p> <p>FOB: Destination</p> <p>North Delta Garage/Storage building</p>				

**PART I – THE SCHEDULE**

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**PART I – THE SCHEDULE**

**SECTION B – SCHEDULE OF ITEMS**

<b>BASE ITEMS</b>						
<b>#</b>	<b>Description</b>	<b>Method Of Measure</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
<b>1</b>	<b>Site Grading and Compacting</b>	DQ	Lump Sum	1	\$	\$
<b>2</b>	<b>Utility Connections (from building to existing)</b>					
	A. Gas	AQ	Lump Sum	1	\$	\$
	B. Electrical Service	AQ	Lump Sum	1	\$	\$
	C. Telephone/Communication	AQ	Lump Sum	1	\$	\$
	D. Sewer Connection	AQ	Lump Sum	1	\$	\$
	E. Water Service	AQ	Lump Sum	1	\$	\$
	F. Relocate Existing Light Pole	AQ	Lump Sum	1	\$	\$
	G. Relocate Existing Water Hydrant	AQ	Lump Sum	1	\$	\$
<b>3</b>	<b>Aggregates</b>					
	A. 8" CDOT Class 6 compacted	DQ	Cubic Yard	130	\$	\$
	B. Aggregate for Utilities Trench	DQ	Cubic Yard	70	\$	\$
	C. Structural Backfill	AQ	Lump Sum	1	\$	\$
<b>4</b>	<b>Concrete</b>					
	A. 6" Building Slab	AQ	Square Feet	4,600	\$	\$
	B. Building Footings	DQ	Lump Sum	1	\$	\$
	C. Exterior Doors Slab and Door Apron	DQ	Square Feet	580	\$	\$
	D. 4" CDOT Class 4 Compacted	DQ	Cubic Yard	270	\$	\$
<b>5</b>	<b>Building</b>					
	A. Basic Structure with Exterior Doors, Windows and Rollup Doors	DQ	Square Feet	4,600	\$	\$

	B. Exterior Wall – Infill with Hardie Board Siding/Trim	AQ	Square Feet	3,200	\$	\$
	C. Office 20' x 30', Bathroom and Conference Room – Interior Walls/Partitions/Insulation/Doors	AQ	Linear Feet	120	\$	\$
	D. Warehouse 100' x 40' – Interior finish (to 8' high)	AQ	Linear Feet	150	\$	\$
	E. Plumbing (water and sewer)	DQ	Lump Sum	1	\$	\$
	F. Electrical	DQ	Lump Sum	1	\$	\$
	G. HVAC (includes complete installation)	DQ	Lump Sum	1	\$	\$
	H. Floor Covering	DQ	Square Feet	600	\$	\$
	I. Paint, Trim, Finish	DQ	Lump Sum	1	\$	\$
	J. Space Heater (includes complete installation)	DQ	Each	3	\$	\$
	K. Telephone/Communication	DQ	Lump Sum	1	\$	\$
	L. Bathroom Fixtures (includes complete installation)	DQ	Lump Sum	1	\$	\$
	M. Water Fountains (includes complete installation)	DQ	Lump Sum	1	\$	\$
<b>6</b>	<b>Mobilization</b>	DQ	Lump Sum	1	\$	\$
<b>TOTAL BASE ITEMS</b>						<b>\$</b>

<b>OPTION ITEMS</b>						
<b>#</b>	<b>Description</b>	<b>Method Of Measure</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
<b>7</b>	<b>Demolition</b>	<b>DQ</b>	<b>Lump Sum</b>	<b>1</b>	<b>\$</b>	<b>\$</b>
<b>TOTAL OPTION ITEMS</b>						
<b>GRAND TOTAL BASE ITEMS AND OPTION ITEMS</b>						

\*Depending on the availability of funds and proposal prices received, optional items may or may not be awarded.

**Performance Time:** 180 days from Notice to Proceed.

## SECTION C – DESCRIPTION/SPECIFICATIONS

### C.1 Location of the Project:

- North Delta Administrative Site – H 50 Road Delta, CO 81416

### C.2 Description of Work:

The project consists of providing all tools, materials and workmanship to construct a 4,600 square foot metal storage/office building, installation and connection of utilities, parking area reconstruction, and other tasks as detailed in the drawings and specifications.

The optional bid item consists of complete demolition and removal of 7 buildings that currently exist on site. Environmental reports shows the presence of asbestos and lead paint on site. Reports are included.

The Forest personnel will remove the equipment stored at each area to provide a safe construction area.

All work shall be done by a Colorado Certified Contractor and in compliance with building, electrical and/or plumbing codes.

Asbestos removal shall be done by an Asbestos Certified Contractor. Contractor shall provide asbestos removal plan.

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

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

Contractor employees and Subcontractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner. The Contractor shall remove from the site any individual whose continued employment is deemed by the Contracting Officer to be contrary to the public interest or inconsistent with the best interests USDA Forest Service.

#### **452.211-72 Statement of Work/Specifications. (FEB 1988)**

#### **452.211-73 Attachments to Statements of Work/Specifications. (FEB 1988)**

#### **452.211-74 Period of Performance. (FEB 1988)**

The period of performance of this contract is from approximately October 1, 2019 through March 31, 2020 (or 180 calendar days from Notice to Proceed).

**SECTION D - Packaging and Marking**

There are no clauses for this Section.



**SECTION E - Inspection and Acceptance**

**52.246-12 Inspection of Construction. (AUG 1996)**

**52.246-13 Inspection - Dismantling, Demolition, or Removal of Improvements. (AUG 1996)**

**452.246-70 Inspection and Acceptance. (FEB 1988)**

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

b) Inspection and acceptance will be performed at: **the project site.**

**SECTION F - Deliveries or Performance**

**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 October 30, 2019. The time stated for completion shall include final cleanup of the premises.

**52.211-18 -- Variation in Estimated Quantity. (APR 1984)**

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgment of the Contracting Officer, is justified.

**52.242-14 Suspension of Work. (APR 1984)**

## SECTION G - Contract Administration Data

### **G.1 FOREST SERVICE REPRESENTATIVES**

**Peggy Dobie** shall serve as the Contracting Officer (CO) on this contract, unless changed by an authorized government contracting officer. The assigned Contracting Officer has full warrant authority over all contract issues. The CO can be reached by email at [peggy.dobie@usda.gov](mailto:peggy.dobie@usda.gov)

### **G.2 CONTRACTING OFFICER'S REPRESENTATIVE**

A Contracting Officer's Representative (COR) and Government Technical Monitor's (GTM/Inspector) will be designated after contract award. The contractor will be notified by letter of the name and duties of the COR and GTMs.

### **G.3 INVOICES & PAYMENTS**

**All invoices are to be submitted via the electronic Invoice Processing Platform (IPP) System.**

<https://www.ipp.gov/index.htm>

Register: <https://www.ipp.gov/vendors/enrollment-vendors.htm> to establish your account.

These items must be uploaded as Attachments:

#### **Itemized invoice (must include)**

- Name and address of the Contractor (include phone number, mailing address, person to notify if there are issues with the invoice.)
- Invoice date and invoice number
- Contract number
- Taxpayer Identification number
- Description, unit and price of items being invoiced
- Shipping and Payment Terms

**Certified payrolls for Construction:** Contractor and all subcontractors.

**Final Payment** - Following completion and acceptance of the work (including return of Government-furnished property and site cleanup), Final payment will be made within 30 calendar days after presentation of a properly executed invoice. Final payrolls shall be marked "Final".

#### **Contractor Notification & Release of Claims (FS-6300-16) for Final Payment**

A contractor notification and release of all claims form shall be completed by the COR and the contractor. The completed form shall be uploaded as an attachment with the **Final Payment**.

### **G.4 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)**

CPARS is used by the Forest Service for evaluating contractor performance on contracts over \$750,000.00. CPARS is the single USDA-wide system used to collect, maintain, and disseminate contractor performance evaluations to the Past Performance Information Retrieval System (PPIRS). Past performance reporting is required by FAR 42.1502 and 42.1503. The contractor will be notified by email to review evaluation information submitted by the Agency. The contractor will have **30 days** to submit comments, rebutting statements, or additional information to the Assessing Official before any evaluation is considered final.

Each award requiring an evaluation must be registered in CPARS. The contractor will receive several automated emails. Within thirty days of award, the contractor will receive an e-mail that contains

user account information, as well as the applicable contract number(s) and evaluation module assigned. The contractor will have one user account set up that will allow access to all three modules.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used by Federal Agencies to support future award decisions. The contractor is responsible for the accuracy and completeness of the data within the System for Award Management (SAM) database.

**452.215-73 Post award Conference. (NOV 1996)**

A post award conference with the successful offeror is required. It will be scheduled within 10 days after the date of contract award. The conference will be held at: USDA Forest Service, 2250 South Main Street, Delta, CO 81416.

## **SECTION H - Special Contract Requirements**

### **H.1 ACCIDENT REPORTING.**

Maintain an accurate record of all work-related accidents resulting in death, injury, occupational disease, or damage to property, materials, supplies, or equipment.

### **H.2 INJURY NOTIFICATION.**

Injuries to workers will be reported promptly to the COR and appropriate contractor personnel. Emergency care for workers while on the job site is a contractor responsibility.

### **H.3 UTILITIES**

Contractor shall locate all existing utilities and contact utilities company to coordinate relocation, connection or disconnection as needed. The Contractor shall be responsible for repair to any utilities damaged during construction. This shall be done at no additional cost to the Government.

Service Interruptions/Utility Outages. If any utilities or other services must be discontinued (even temporarily) due to scheduled contract work, the Contractor shall notify the Contracting Officer and Contracting Officer Representative three calendar days in advance. Permission to make such an interruption shall be requested in writing to the Contracting Officer, at least **three (3) days prior** to the day of interruption. If the service outage is due to an emergency breakdown the Contractor shall notify the Contracting Officer as soon as practicable. Include the location of the outage, utilities being affected, and duration of outage.

### **H.4 NOXIOUS WEEDS.**

The contractor shall ensure that prior to moving on to the National Forest all equipment is free of soil, seeds, vegetative matter, or other debris that could contain or hold seeds. The contractor shall employ whatever cleaning methods are necessary to ensure that equipment is free of noxious weeds. The contractor shall contact the Contracting Officers Representative and have their equipment inspected before moving on site.

### **H.5 SAFETY PLAN - Must be submitted within 20 calendar days after award of contract.**

When required the Contractor shall prepare a Safety Plan which addresses the specific hazards of the work site, and shall include working in areas of dead trees and falling debris. The Contractor shall identify the specific conditions that s/he considers is a hazard. The Safety Plan shall also address the personal protective equipment and mitigating measures the Contractor will do to increase safety on the worksite. The Safety Plan should also include safety hazards and mitigation while working in areas of bear habitats.

The Safety Plan should be updated with pertinent information when a task order is issued. Pertinent information may include location of local emergency care facilities, contact information for employees should an accident occur at the worksite, etc.

A copy of the Safety Plan shall be submitted to the Contracting Officer for the contract file. The Contractor's Safety Plan is neither approved nor disapproved by the government but will be provided to OSHA when requested.

### **H.6 UTILIZATION OF BIOBASED PRODUCTS STATEMENT.**

The offeror must provide a list of all biobased products that will be utilized for this requirement. If no biobased products are being used a non-applicable statement is required.

### **BIOBASED AND SUSTAINABLE PRODUCTS**

The Contractor must comply with the Agricultural Act of 2014; the Food, Conservation and Energy Act of 2008 (FCEA), 7 U.S.C. 8102; the Farm Security and Rural Investment Act of 2002 (FSRIA), 7 U.S.C. 8102; the Federal Acquisition Regulation; Executive Order (EO) 13514, *“Federal Leadership in Environmental, Energy and Economic Performance,”* dated October 5, 2009; EO 13423, *“Strengthening Federal Environmental, Energy, and Transportation Management,”* dated January 24, 2007; and Presidential Memorandum, *“Driving Innovation and Creating Jobs in Rural America through Biobased and Sustainable Product Procurement,”* dated February, 2012 to provide biobased products.

All supplies and materials shall be of a type and quantity that conform to applicable Federal specifications and standards, and to the extent feasible and reasonable; include the exclusive use of biobased and recycled products.

The following is a list of categories for biopreferred products that may be required in performance of this construction contract:

- **2-Cycle Engine Oils – 34% Minimum BioBased Content**
- **Concrete and Asphalt Cleaners – 70% Minimum BioBased Content**
- **Concrete and Asphalt Release Fluids – 87% Minimum BioBased Content**
- **Corrosion Preventatives – 53% Minimum BioBased Content**
- **Diesel Fuel Additives – 90% Minimum BioBased Content**
- **Dust Suppressants – 85% Minimum BioBased Content**
- **Erosion Control Materials – 77% Minimum BioBased Content**
- **Fertilizers – 71% Minimum BioBased Content**
- **Fuel Conditioners – 64% Minimum BioBased Content**
- **Gasoline Fuel Additives – 92% Minimum BioBased Content**
- **Graffiti and Grease Removers – 34% Minimum BioBased Content**
- **Greases – Truck – 71% Minimum BioBased Content**
- **Inks – Sheetfed (Black) – 49% Minimum BioBased Content**
- **Inks – Sheetfed (Color) – 67% Minimum BioBased Content**
- **Intermediates – Binders – 47% Minimum BioBased Content**
- **Intermediates – Chemicals – 22% Minimum BioBased Content**
- **Intermediates – Paint and Coating Components – 22% Minimum BioBased Content**
- **Metalworking Fluids – General Purpose Soluble, Semi-Synthetic, and Synthetic Oils – 57% Minimum BioBased Content**
- **Mobile Equipment Hydraulic Fluids – 44% Minimum BioBased Content**
- **Mulch and Compost Materials – 95% Minimum BioBased Content**
- **Multipurpose Lubricants – 88% Minimum BioBased Content**
- **Pneumatic Equipment Lubricants – 67% Minimum Biobased Content**
- **Wood and Concrete Sealers – Membrane Concrete Sealers – 11% Minimum Biobased Content**
- **Wood and Concrete Sealers – Penetrating Liquids – 79% Minimum Biobased Content**

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

### **H.7 HAZARDOUS SUBSTANCES**

The Contractor shall notify the National Response Center and Contracting Officer Representative of

all releases of reportable quantities of hazardous substance on National Forest lands that are caused by Contractor's employees, equipment, agents, contractors, subcontractors, or their employees or agents, directly or indirectly, as a result of Contractor's operations, in accordance with 40 CFR 302. See Section J for reporting requirements and documentation.

#### **H.8 EQUIPMENT**

All equipment shall be in good repair and capable of accomplishing assigned tasks in a safe and environmentally acceptable manner. Where applicable, all equipment shall be fitted with approved spark arrestors. All repairs to equipment under this contract shall be made and paid for by the Contractor.

Equipment may be owned, rented or subcontracted.

All equipment shall be cleaned of earthen and vegetative materials that may contain weed seed prior to delivery onto National Forest Lands.

#### **H.9 EQUIPMENT AND MATERIALS STORAGE AND STAGING**

Upon concurrence from the Contracting Officer, certain areas on the National Forest may be used on a case-by-case basis for storage of equipment and/or materials during active construction/reconstruction or maintenance periods. The Contractor shall be responsible for the protection of items stored on Government property, and shall ensure adequate safety measures are maintained at such sites.

#### **H.10 FIELD VERIFICATION**

Field verify all existing dimensions affecting the work of this contract before ordering products.

#### **H.11 WORK RESTRICTIONS**

Nonsmoking buildings: smoking is not permitted within the buildings or within 25 feet of entrances, operable windows, or outdoor air intakes.

#### **H.12 SITE MAINTENANCE**

Contractor shall take necessary safety measures to protect their employees and government employees during all construction operations. Contractor shall minimize disturbance of all undisturbed areas. Contractor shall remove all construction trash and debris from Forest Service property and disposed properly at a landfill, per state and/or local regulations.

#### **452.237-74 Key Personnel. (FEB 1988)**

- (a) The Contractor shall assign to this contract the following key personnel: **Site Superintendent.**
- (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph
- (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should

have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.



**PART II – CONTRACT CLAUSES**

**SECTION I - Contract Clauses**

- 52.202-1 Definitions. (NOV 2013)
- 52.203-3 Gratuities. (APR 1984)
- 52.203-5 Covenant Against Contingent Fees. (MAY 2014)
- 52.203-6 Restrictions on Subcontractor Sales to the Government. (SEP 2006)
- 52.203-7 Anti-Kickback Procedures. (MAY 2014)
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)
- 52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (APR 2014)
- 52.203-19 – Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. (Jan 2017)
- 52.204-2 Security Requirements (AUG 1996)
- 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)
- 52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (OCT 2018)
- 52.204-13 System for Award Management Maintenance. (OCT 2018)
- 52.204-14 Service Contract Reporting Requirements. (OCT 2016)
- 52.204-23-Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018)
- 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015)
- 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters. (OCT 2018)
- 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
- 52.215-2 Audit and Records - Negotiation. (OCT 2010)
- 52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)
- 52.219-6 Notice of Total Small Business Set-Aside. (NOV 2011)
- 52.219-8 Utilization of Small Business Concerns. (OCT 2018)
- 52.219-14 Limitations on Subcontracting. (JAN 2017) (Deviation 2019-O0003)
- 52.219-28 Post-Award Small Business Program Rerepresentation. (JUL 2013)
- 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 Requirements. (AUG 2018)
- 52.222-7 Withholding of Funds. (MAY 2014)
- 52.222-8 Payrolls and Basic Records. (AUG 2018)
- 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. (SEP 2016)

**52.222-27 Affirmative Action Compliance Requirements for Construction. (APR 2015)**

**52.222-35 Equal Opportunity for Veterans. (OCT 2015)**

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

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

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

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate of identify properly the parties and their undertakings.

**52.222-36 Equal Opportunity for Workers with Disabilities. (JUL 2014)**

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

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**52.222-37 Employment Reports on Veterans. (FEB 2016)**

**52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)**

**52.222-50 Combating Trafficking in Persons. (JAN 2019)**

**52.222-54 Employment Eligibility Verification. (OCT 2015)**

**52.222-55 Minimum Wages Under Executive Order 13658. (DEC 2015)**

**52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017)**

**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)**

**52.223-6 Drug-Free Workplace. (MAY 2001)**

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

**52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016)**

**52.223-20 Aerosols. (JUN 2016)**

**52.223-21 Foams. (JUN 2016)**

**52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)**

**52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts.  
(MAY 2008)**

**52.223-18 Encouraging Contractor Policies To Ban Text Messaging While Driving. (AUG 2011)**

**52.225-9 Buy American - Construction Materials. (MAY 2014)**

(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 item (as defined in paragraph (1) of the definition at 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.

“Component” means an article, material, or supply incorporated directly into a construction material.

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

“Cost of components” means--

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

“Domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if—
  - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
  - (ii) The construction material is a COTS item.

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

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

(b) *Domestic preference.*

- (1) This clause implements the 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 component test of

the Buy American statute is waived for construction material that is a COTS item. (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 item or to the construction materials or components listed by the Government as follows: \_\_\_\_\_  
[Contracting Officer to list applicable excepted materials or indicate "none"]

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

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

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

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

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign

construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

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

*[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]*

*[Include other applicable supporting information.]*

*[\*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

**52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)**

**52.227-1 Authorization and Consent. (DEC 2007)**

**52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. (DEC 2007)**

**52.227-4 Patent Indemnity--Construction Contracts. (DEC 2007)**

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

**52.228-2 Additional Bond Security. (OCT 1997)**

**52.228-5 Insurance – Work on a Government Installation (JAN 1997)**

**52.228-11 Pledges of Assets. (AUG 2018)**

**52.228-12 Prospective Subcontractor Requests for Bonds. (MAY 2014)**

**52.228-14 Irrevocable Letter of Credit. (NOV 2014)**

**52.228-15 Performance and Payment Bonds - Construction. (OCT 2010)**

**52.229-3 Federal, State, and Local Taxes. (FEB 2013)**

**52.232-5 Payments Under Fixed-Price Construction Contracts.(MAY 2014)**

**52.232-16 Progress Payments (APR 2012)**

**52.232-17 Interest. (MAY 2014)**

**52.232-18 Availability of Funds (APR 1984)**

**52.232-19 -- Availability of Funds for the Next Fiscal Year. (APR 1984)**

Funds are not presently available for performance under this contract beyond September 30, 2019.

The Government’s obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2019, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

- 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. (DEC 2013)**
- 52.233-1 Disputes. (MAY 2014)**
- 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)**
- 52.236-15 Schedules for Construction Contracts. (APR 1984)**
- 52.236-17 Layout of Work. (APR 1984)**
- 52.236-21 Specifications and Drawings for Construction. (FEB 1997)**
- 52.236-26 Preconstruction Conference. (FEB 1995)**
- 52.242-13 Bankruptcy. (JUL 1995)**
- 52.243-4 Changes. (JUN 2007)**
- 52.243-5 Changes and Changed Conditions (APR 1984)**
- 52.244-6 Subcontracts for Commercial Items. (JAN 2019)**
- 52.245-1 Government Property. (JAN 2017)**
- 52.245-9 Use and Charges. (APR 2012)**
- 52.246-21 Warranty of Construction. (MAR 1994)**
- 52.248-3 -- Value Engineering – Construction. (OCT 2015)**
- 52.249-2 Termination for Convenience of the Government (Fixed-Price). (APR 2012)**
  - Alternate I (SEP 1996)**
- 52.249-3 -- Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements). (APR 2012)**
  - Alternate 1 (SEP 1996)**
- 52.249-10 Default (Fixed-Price Construction). (APR 1984)**

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

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

**52.253-1 Computer Generated Forms. (JAN 1991)**

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

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

**452.228-71 Insurance Coverage. (NOV 1996)**

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

- (a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.
- (b) General Liability. The Contractor shall have bodily injury liability insurance coverage written on a comprehensive form of policy of at least \$500,000 per occurrence.
- (c) Automobile Liability. The Contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage or loss.
- (d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger injury. Coverage for passenger injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

**452.232-70 Reimbursement for Bond Premiums - Fixed-Price Construction Contracts. (NOV 1996)**

**452.236-71 Prohibition Against the Use of Lead-Based Paint. (NOV 1996)**

**452.236-72 Use of Premises. (NOV 1996)**

- (a) Before any camp, quarry, borrow pit, storage, detour, or bypass site, other than shown on the drawings, is opened or operated on USDA land or lands administered by the USDA, the Contractor shall obtain written permission from the Contracting Officer. A camp is interpreted to include a campsite or trailer parking area of any employee working on the project for the Contractor.
- (b) Unless excepted elsewhere in the contract, the Contractor shall (i) provide and maintain sanitation facilities for the work force at the site and (ii) dispose of solid waste in accordance with applicable Federal, State and local regulations.

**452.236-76 Samples and Certificates. (FEB 1988)**

**452.236-77 Emergency Response. (NOV 1996)**

**PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**SECTION J - List of Documents, Exhibits, and Other Attachments**

<b>Attachment Number</b>	<b>Title</b>	<b>Number of Pages</b>
1	Drawings & Maps	23
2	Specifications	128
3	Wage Determination - Delta	14
4	Asbestos Survey 2017	13
5	Lead Survey	12



**PART IV – REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K – Representations, Certifications, and Other Statements of Offerors**

**52.209-13 Violation of Arms Control Treaties or Agreements-Certification. (JUN 2018)**

**52.204-8 Annual Representations and Certifications (OCT 2018)**

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 236210.

(2) The small business size standard is \$36.5 million.

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

(b)

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

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

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.
- (vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (ix) 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.
- (x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiv) 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.
- (xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xvi) 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.
- (xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xviii) 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.
- (xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xx) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.

- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$80,317, the provision with its Alternate II applies.
- (D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.

- (xxi) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xxii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-- Certification. This provision applies to all solicitations.
- (xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.
- (xxiv) 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:

- (i) 52.204-17, Ownership or Control of Offeror.
- (ii) 52.204-20, Predecessor of Offeror.
- (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.
- (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.
- (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- (vii) 52.227-6, Royalty Information.
  - (A) Basic.
  - (B) Alternate I.
- (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

FAR Clause	Title	Date	Change

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

**52.204-19 Incorporation by Reference of Representations and Certifications. (DEC 2014)**

**52.209-7 – Information Regarding Responsibility Matters. (OCT 2018)**

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror  has  does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
  - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
  - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management which can be accessed via <https://www.sam.gov> (see 52.204-7).

**52.236-28 – Preparation of Proposals – Construction. (OCT 1997)**

**452.219-70 Size Standard and NAICS Code Information. (SEP 2001)**

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

Contract line item(s): **ALL**

-- NAICS Code: **236210**

-- Size Standard: **\$36.5 million**

## SECTION L - Instructions, Conditions, and Notices to Offerors or Respondents

### L.1 GENERAL INSTRUCTIONS

The Government must receive your proposal and all required documents no later than the time and date specified in the request for proposal or date specified in subsequent amendment(s) if extended.

### L.2 PROPOSAL DOCUMENTS:

Proposals submitted in response to this solicitation shall be furnished in the following format with the numbers of copies as specified below:

- 1) The proposal must include a **technical proposal** and a **price proposal**. Each of the parts shall be submitted as separate documents, so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must **not** contain reference to cost; however, resource information, such as data concerning labor hours and categories, materials, subcontracts, etc., must be contained in the technical proposal so that the contractor's understanding of the Statement of Work may be evaluated.
- 2) The following information shall be included:
  - a) Completed, signed offer (**SF-1442**, Sections A-K of the solicitation package)
  - b) Signed copies/acknowledgement of all **Amendments** (SF-30s)
  - c) **Technical** and Relevant Experience proposal;
  - d) **Price proposal**;
  - e) Information on up to five (5) **prior contracts of similar size** and scope;
  - f) Section K – **Representations & Certifications** ONLY if not available in SAM ([www.sam.gov](http://www.sam.gov))
  - g) **SF-24, Bid Bond**, (see block 13B of the SF-1442). Must be delivered hard copy by the responses due date.

### L.3 SUBMISSION:

Offerors are responsible for ensuring and verifying their offer and all required proposal documents are received at the office designated in block 8 of the SF-1442, by the date and time specified in block 13A of the SF-1442 (subject to amendment).

**Electronic submittals are the preferred method.** Please list solicitation number in the subject line and include all attachments in one email per the instructions in L.2.

Email: [peggy.dobie@usda.gov](mailto:peggy.dobie@usda.gov)

Facsimile proposals will not be accepted.

### L.4 PROPOSAL DOCUMENTS:

#### Factor 1 – Technical Proposal

**Technical Proposal Instructions:** **10 double-sided**, 8½" x 11" pages maximum; size 12 font.

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. In no case shall words like "we will comply with the requirements of the contract," or equivalent statements, be acceptable to meet the requirements of this

solicitation. Failure to comply with these instructions may result in the offeror's proposal being found non-responsive.

**Sub-Factor 1.1 – Technical Approach Narrative**

Provide a narrative approach for how this work will be accomplished.

**Sub-Factor 1.2 – Company Experience**

For work in which you have been a prime contractor, provide a list of at least two (2) projects within the last five (5) years of similar size, scope, function, and complexity to the subject project. Federal Government experience is preferred but not required. **Provide the information specified below for each project listed.**

1. Title and brief description of contract.
2. Location.
3. Owner/Client.
4. Original dollar value of contract and size.
5. Final dollar value of contract and size.
6. Name and phone number of Contracting Officer/Owner's Representative.
7. Percentage of contract work completed with in-house staff.

**Sub-Factor 1.3 – Key Personnel (Site Superintendent) Experience (Resume does not count toward the technical proposal maximum page limit)**

Provide resume (maximum 2 pages) for Site Superintendent. Include the following information:

1. Number of years with your company.
2. Work performed on prior similar projects.
3. Nature of relationship to company.

The Government may check references of all proposed personnel.

**Sub-Factor 1.4 – Subcontractor Team**

Identify all key subcontractors by firm name and number of years in business. Provide list of past projects worked on with each sub, if any. If trade requires license/certificate, provide a copy. Proposal must show that all major divisions of the work are covered by an experienced and qualified contractor/subcontractor.

**Sub-Factor 1.5 – Schedule**

Provide a proposed construction schedule.

**Factor 2 – Price Proposal**

Enter the proposed dollar amount for each line item in the price schedule. Include a Lump Sum Price on the SF-1442.

**Factor 3 – Past Performance**

Provide information on up to five (5) prior contracts of similar size and scope. These can be the same contracts provided for sub-factor 2.3 or different ones.

**Factor 4 – BioBased**

Offerors shall submit a list of the biobased products to be purchased and used under this contract. For each biobased product, the offeror shall specify the percentage of the biobased content, and for the USDA-designated biobased content products, the offeror shall demonstrate that the products to be used under this contract contain the percentage specified in the USDA recommendations or the highest level of biobased material practicable, consistent with USDA’s recommended percentages of biobased content.

The offeror shall document **prior experience in specifying, purchasing, using, and installing biobased products.** Provide a list of all relevant contracts over the past two years involving the specifications, purchase, and/or use of biobased products.

**L.5 PERFORMANCE AND PAYMENT BONDS**

a. PERFORMANCE BONDS. For contracts over \$150,000, a Performance and Payment Bond are required. The bond(s) must be submitted and approved, to the Government, within 10 calendar days after the Contractor’s receipt of the executed Task Order. Work shall not begin until a Notice to Proceed, fully executed by the Contractor Officer, has been received by the Contractor. The amount of the Performance Bond must equal 100% of the contract amount. (Standard Form 25 is attached, see Section J) (See Section I, 52.228-15)

b. PAYMENT BOND. For contract over \$30,000, a Payment Bond is required. The bond must be submitted and approved within 10 calendar days after receipt of the contract. Work cannot begin until a Notice to Proceed, fully executed by the Contractor, has been given. The amount of the Payment Bond must equal 100% of the contract amount. (Standard Form 25A is attached, see Section J) (See Section I, 52.228-15)

Order Value	Requirement
Orders \$150,000+	Performance and Payment Bonds required for 100% of the order amount. Value of bonds shall be equal to the value of the Contract.

**L.6 Bid Bonds**

In accordance with FAR 28.1--Bonds and Other Financial Protections Bidder(s) shall submit with their bid a Bid Guarantee with good and sufficient surety or sureties acceptable to the Government, or other form of security in the amount of **20 PERCENT OF THE BID PRICE.** The amount of the bid guarantee submitted, if less than that required by the solicitation for the maximum quantity offered, is determined by the Government to be sufficient for a quantity for which the Offeror/Bidder is otherwise eligible for award. Any award to the Offeror/Bidder shall not exceed the quantity covered by the bid guarantee, reference FAR 28.101-4(c)(3) Noncompliance with Bid Guarantee Requirements. (See Section I, 52.228-1)

**52.204-7 System for Award Management. (OCT 2018)**

**52.204-16 Commercial and Government Entity Code Reporting. (JUL 2016)**

**52.204-18 Commercial and Government Entity Code Maintenance. (JUL 2016)**

**52.204-22 – Alternative Line Item Proposal.I (Jan 2017)**

**52.211-6 Brand Name or Equal (AUG 1999)**

**52.215-1 Instructions to Offerors - Competitive Acquisition. (JAN 2017)**



**52.216-1 Type of Contract. (APR 1984)**

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

**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 area, are as follows:

Goals for minority participation for each trade: **Delta County - 10.2%**

Goals for female participation for each trade: **6.9%**

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside 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 Colorado, Delta County, Delta.

**52.225-10 Notice of Buy American Requirement - Construction Materials. (MAY 2014)**

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American-Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.*

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested-

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

- (ii) May be accepted if revised during negotiations.

**52.232-13 -- Notice of Progress Payments. (Apr 1984)**

**52.233-2 Service of Protest. (SEP 2006)**

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: **Contracting Officer, Peggy Dobie, USDA Forest Service AQM, 216 North Colorado Street, Gunnison, CO 81230.**

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

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

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for **July 17, 2019 at 10:00 a.m. Mountain Time**

(c) Participants will meet at - **H 50 Road Delta, CO 81416**

**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): [www.acquisition.gov/far/](http://www.acquisition.gov/far/)  
[www.usda.gov/procurement/policy/agar.html](http://www.usda.gov/procurement/policy/agar.html)

**452.204-70 Inquiries. (FEB 1988)**

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

**452.211-70 Brand Name or Equal. (NOV 1996)**

**452.237-71 Pre-Bid/ Pre-Proposal Conference (FEB 1988)**

(a) The Government is planning a pre-bid/pre-proposal conference, during which potential offerors may obtain a better understanding of the work required.

(b) Offerors are encouraged to submit all questions in writing at least five (5) days prior to the conference. Questions will be considered at any time prior to or during the conference; however, offerors will be asked to confirm verbal questions in writing. Subsequent to the conference, an

amendment to the solicitation containing an abstract of the questions and answers, and a list of attendees, will be disseminated.

(c) In order to facilitate conference preparations, it is requested that the person named on the Standard Form 1442 of this solicitation be contacted and advised of the number of persons who will attend.

(d) The Government assumes no responsibility for any expense incurred by an offeror prior to contract award.

(e) Offerors are cautioned that, notwithstanding any remarks or clarifications given at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the offeror to seek clarification prior to submitting an offer.

(f) The conference will be held at:

Date: **July 17, 2019**  
Time: 10:00 a.m. – Mountain Time  
Location: US Forest Service, H 50 Road Delta, CO 81416

**Deadline for Questions:** All questions must be submitted no later than **July 30, 2019, 1:00 p.m.** Mountain Time.

## SECTION M - Evaluation Factors for Award

### M.1 BASIS FOR AWARD

The Government will award a single contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

All evaluation factors other than cost or price, when combined, are approximately equal to cost or price.

Proposals will be evaluated against the factors set forth in this section. Technical Proposals will receive a preliminary review to determine whether the proposal contains sufficient information, as required by instructions for the Submission of Offers and Other Information, to allow the Government to perform a meaningful evaluation. If the results of this preliminary review indicate that the proposal lacks sufficient information to allow a meaningful evaluation to be conducted, the proposal may be eliminated from further evaluation and consideration for an award. Any offeror's proposal eliminated at this stage from further evaluation or consideration for an award will be notified with the reasons why its proposal was eliminated from further evaluation or consideration for award in accordance with FAR 15.503. Price portions of proposals will be evaluated independently of technical portions of proposals.

The following factors shall be used to evaluate offers:

Factor 1 – **Technical**

Sub-Factor 1.1 – **Technical Narrative Approach**

Sub-Factor 1.2 – **Company Experience**

Sub-Factor 1.3 – **Key Personnel (Site Superintendent) Experience**

Sub-Factor 1.4 – **Subcontractor Team**

Sub-Factor 1.5 – **Schedule**

Factor 2 – **Price**

Factor 3 – **Past Performance**

Factor 4 - **BioBased**

**M.2 EVALUATION CRITERIA:** The Government will utilize the following evaluation criteria in evaluating Offerors' proposals:

- 1) **Technical:** The lowest priced offeror's technical proposal will be evaluated to assess the technical ability to meet the requirements of the scope of work.
- 2) **Price:** A price evaluation will be performed to determine the reasonableness of the proposed price. Reasonableness will be determined considering other competitive prices received and comparison to the Independent Government Estimate. Offerors are cautioned to distribute costs appropriately. Price must be supported with sufficient detail to show major divisions and the costs and quantities of materials and labor within those divisions.
- 3) **Past Performance:** This factor will be evaluated based on the offeror's capability and capacity to meet the contract requirements, based on past contract performance. Past performance will be assessed based on references provided. Offerors should provide references for up to five similar contracts completed within the last two years. If no

references are provided and there is no known past performance with the procurement office, the offeror will be given a neutral rating.

- 4) **BioBased:** Identification of all biobased products to be acquired, used and installed in the performance of operations, maintenance and construction. Identification of past biobased contracts performed using biobased products, dollar amount and experience with the product(s).

### ***M.3 RESPONSIBILITY DETERMINATION***

The offeror must be responsible, as defined by FAR 9.104-1. Responsible includes, but is not limited to, satisfactory past performance, being registered and current in the System for Award Management ([www.sam.gov](http://www.sam.gov)), being a Total Small Business, not being debarred or suspended from doing business with the Federal Government, and other factors.

**NOTE:** The Government intends to award a contract based on initial offers received, without discussion of such offers. Initial offers should be submitted in the most favorable terms the offeror can provide to the Government, from both price and technical standpoint.

### **52.217-5 Evaluation of Options. (JUL 1990)**

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