SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO.

PAGE 1 OF 58

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NO.

6. SOLICITATION ISSUE DATE: October 27, 2022

7. FOR SOLICITATION INFORMATION CALL ▶
a. NAME: Bryce Kamerdula
b. TELEPHONE NO. *(No collect calls)*: 541 408-4185

8. OFFER DUE DATE/LOCAL TIME: November 30, 2022 PST 4:30pm

9. ISSUED BY — CODE

Procurement & Property Services,
National Procurement Operations
Stewardship & Disaster Recovery Branch
1400 Independence Ave SW MS-1138
Washington DC, 20250-1138

10. THIS ACQUISITION IS
☐ UNRESTRICTED
☒ SET ASIDE: 100 % FOR
☒ SMALL BUSINESS
☐ SMALL DISADV. BUSINESS
☐ 8(A)

NAICS: 237310
SIZE STD:$39.5 million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☐☐ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☒ RFQ ☐ IFB ☐ RFP

15. DELIVER TO — CODE
Stewardship & Disaster Recovery Branch

16. ADMINISTERED BY — CODE
Stewardship & Disaster Recovery Branch

17a. CONTRACTOR/ OFFEROR — CODE — FACILITY CODE

18a. PAYMENT WILL BE MADE BY — CODE

INVOICE PROCESSING PLATFORM (IPP)

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Award under this solicitation will be made through issuance of multiple Blanket Purchase Agreements. Utilization of Service Contract Labor Standards and Construction Wage Rate Requirements shall be used in response to this solicitation. **ALL** pay items must be priced with exception to line items categories 2 and 4 in order to be responsive to this RFQ.				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

28. ☐ CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN __ __ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. ☐ AWARD OF CONTRACT: REFERENCE _____OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

31c. DATE SIGNED

32a. QUANTITY IN COLUMN 21 HAS BEEN
☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

33. SHIP NUMBER
☐ _____ PARTIAL

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT
☐ COMPLETE ☐ PARTIAL ☐

37. CHECK NUMBER

32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE

32c. DATE

38. S/R ACCOUNT NO.

39. S/R VOUCHER NO.

40. PAID By

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY *(Print)*

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT *(Location)*

Instructions and Work Description for Pay Items/Work Activities:

New Mexico Forest Engineering and Road Maintenance (FERM) Construction and Disaster Recovery

Please respond fully to the solicitation requirements (e.g. pricing, certifications and representations, and selection criteria). Provide commercial pricing for all line items your firm is qualified and interested in performing. The rates your firm proposes shall be commercial "shelf" rates that will be used for award evaluation purposes. Vendors are cautioned that as awards of a Blanket Purchase Agreements are based, in part, on the pricing proposed herein, subsequent vendor quotes for specific unit BPA calls must be representative and reflective of those rates or they shall be removed from the pool of vendors for that work activity. Therefore, it is imperative that each vendor provide the Government with their best commercial rate they are capable of performing and that those rates be similar to the quotes on individual BPA calls submitted for specific units**. This is NOT a Time and Materials BPA call contract. The unit pricing requested will be utilized for price evaluation purposes in selecting a "Best Value" contractor.**

Note: The general activities used for future call orders will generally be a firm fixed price service. There may be a need for more complex work requirements than listed in the scope of work. Therefore, contractors submitting proposals for commercial treatments may be requested to use either of these more complex requirements.

Stream Restoration projects typically have a limited operating period for in-stream work between July 1 and August 31, during which no in-stream operations are allowed unless a waiver has been granted. In-stream operating periods shall be indicated on individual call orders.

As specified herein, utilization of Service Contract Act and Construction Wage Rates shall be used in response to this solicitation. BPA Calls issued under this contract shall require Service Contract Act wage rates or Construction Wage Rates or both depending on specific activities within the delivery order. Wage determinations shall dictate which terms, conditions, and clauses apply to individual call orders. This solicitation and any resultant Blanket Purchase Agreements may incorporate service, construction, emergency work, and potential for other complex work requirements. Construction work activities will most often be issued on a lump sum basis or as identified within "*Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP14).*

https://flh.fhwa.dot.gov/resources/specs/fp-14/fp14.pdf (FP14)

The intent of this procurement action is to enter into multiple Blanket Purchase Agreements (BPAs) under which road maintenance work may be competed and BPA Calls for project work issued. While a pre-set limitation is not established regarding the number of BPAs that will be entered in to, the amount may be limited in any geographic area if it is determined that sufficient competition is taking place and the administrative burden of entering into more agreements offsets the potential benefit. As a result, this solicitation will remain **Open and Continuous** to add vendors when determined necessary. Quotes for this agreement may be received for the life of the BPA. Quote packages that include technical, past performance, and pricing received after the initial evaluation period will be reviewed at the convivence of the Government.

BPA holders will indicate which forest zone(s) they are interested in providing coverage. When projects come available in those zones BPA holders who have indicated interest in covering the applicable zone will be requested to provide a quote. Construction projects estimated at $2,000, or less, may be negotiated and awarded without competition. Service projects estimated at $2,500, or less, may be negotiated and awarded without competition.

Work may be in one or more of the following counties: There are a total of 32 counties in the State of New Mexico (see attached map).

BIOPREFERRED

The Contractor must comply with Section 9002 of the Farm Security and Rural Investment Act of 2002 (FSRIA), Executive Order (EO) 13423, "Strengthening Federal Environmental, Energy, and Transportation Management," and the Federal Acquisition Regulation to provide biobased products.

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

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

Hydraulic fluids Penetrating lubricants
Concrete and asphalt release fluids Absorbents
Diesel fuel additives Greases
Dust suppressants
2-cycle engine oil
Wood and concrete sealers Fertilizers
Roof coatings Water tank coatings
Adhesive and mastic removers Cleaners
Sorbents Floor finish
Floor stripper Composite panels
Janitorial supplies
Insulating foam Sealers
Carpet Metalworking fluids
Graffiti and grease removers Stain removers
Degreasers De-icers

Biobased products that are designated for preferred procurement under USDA's BioPreferred program must meet the required minimum biobased content as stated in the USDA Final Rule available at www.biopreferred.gov. The Contractor should provide data for their biobased products such as biobased content. In addition to the biobased products designated by the U.S. Department of Agriculture in the BioPreferred Program, the Contractor is encouraged to use other biobased products.

The Contractor shall submit with the initial proposal a complete list of biobased products, indicating the name of the manufacturer, cost of each material, and the intended use of each of the materials that are to be used in carrying out the requirements of the contract. Additionally, the winning Contractor on each anniversary date of the contract shall compile a complete list of biobased products, including the information above, purchased to carry out the contract requirements. The Contractor shall list volume to be used and total cost for each individual product. This information will be used for reporting purposes.

The Contractor shall comply with the provision at FAR 52.223-1, Biobased Product Certification.

The Contractor shall comply with the clause at FAR 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

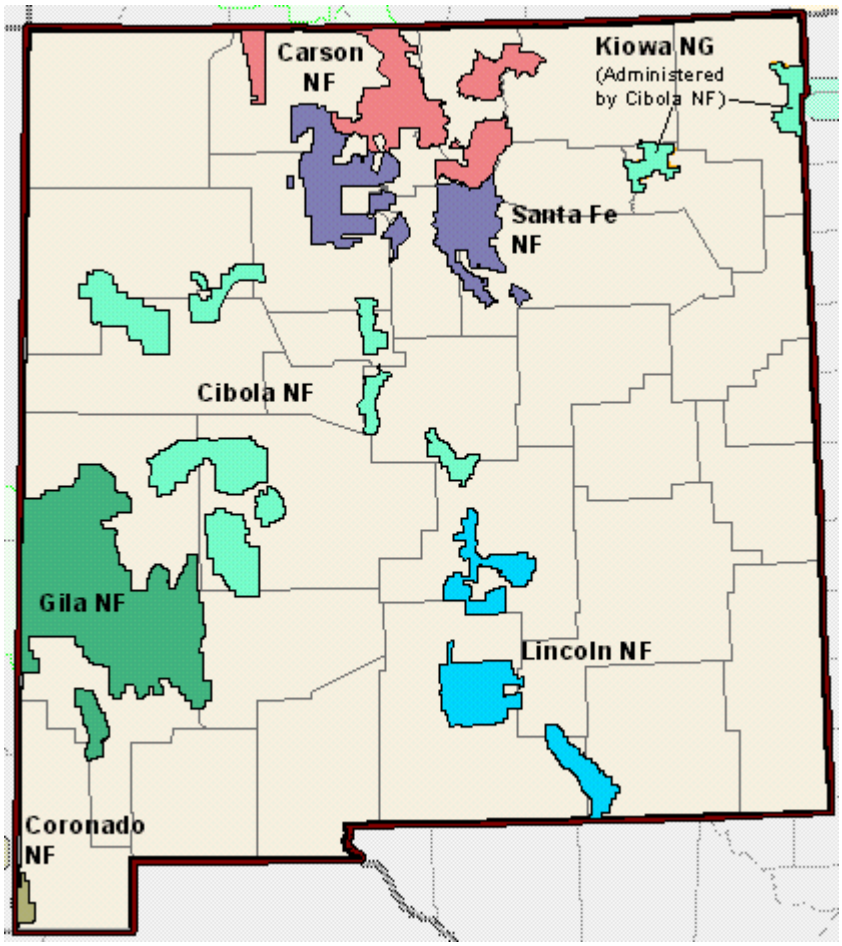
Based on the FAR clause 52.233-2 Affirmative Procurement of Biobased Products under Service and Construction Contracts, reporting of biobased product purchases is completed through a portal in the System for Award Management System. https://www.sam.gov. Contractors will report the category, product type and dollar value of any USDA designated biobased products purchased by the Contractor; and reporting must be completed by the end of October for the previous entire fiscal year (Oct 1 – Sept 30). Complete the required information within the portal at SAM and copy your Contracting Officer.

ITEM NO.	SCHEDULE OF ITEMS	QTY	UNIT	UNIT PRICE	AMOUNT
1	**Surface Maintenance** (Service Wage Rates)				
1.1	811 -Surface Maintance (Single Lane Blading, 14' width, Compaction A, natural moisture)	1	SL Mi.		$
1.2	832 – Load, Haul, and Place Materials (est. 2 miles to disposal site)	1	CY		$
1.3	834 – Roadway Drainage System Maintenance	1	Mi.		$
1.4	861 - Cattleguard Maintenance (14 foot)	1	Each		$
1.5	Construct Earthen Barricade	1	Ea.		$
2	**Vegetation Management** (Service Wage Rates)				
2.1	842- Roadway Vegetation Maintenance (mechanical, single lane)	1	Mi.		$
2.2	851 - Hazard and Obstruction Removal (6 trees/mile)	1	Mi.		$
3	**Construction** (Construction Wage Rates)				
3.1	Construct Drain Dip	1	Ea.		$
3.2	Install Cattleguard (GFM, 14' width, native surfacing)	1	Ea.		$
3.3	Install CMP (GFM – 24")	1	Ea.		$
3.4	Pothole Patching	1	Ton		$
3.5	Install Steel Gate (GFM – 14 foot)	1	Ea.		$
3.6	Install Corrugated Metal Spillway (10' flume)	1	Ea.		$
4	**Rock Crushing** (Service Wage Rate)				
4.1	Crush and Stockpile Aggregate, Grading D (stockpile site is at the source)	1	CY		$
5	**Equipment Rates** (Service Wage Rates)				
5.1	Motor Grader w/operator (min 155 hp)	1	Hr.		$
5.2	Backhoe w/operator (min 78 hp)	1	Hr.		$
5.3	Dump Truck w/operator (min 10 cy)	1	Hr.		$
5.4	Excavator w/operator (min.120 hp)	1	Hr.		$
5.5	Water Truck w/ operator (min 3000 gal)	1	Hr.		$
5.6	Skidsteer w/ operator (min 49 hp)	1	Hr.		$
5.7	Mini Excavator w/ operator (min 25 hp)	1	Hr.		$
** Hourly rates for equipment with operators will be used for negotiation and evaluation purposes only. Vendors shall bid **all** line items ***with exception to line items 2 and 4*** to be considered for the award pool. Line items 2 and 4 will be separate award pools.**					
Mobilization is incidental and shall be captured within the hourly rates. Base mobilization on a total of 200 miles round trip.**					

Proposed Areas for Coverage

Indicate in the table below "X" the Zones in which you would like to provide quotations and are willing to travel for work. See "Project Location" and additional information on geographic zones.

Zone	Areas of Coverage (mark with "X")
Zone 1 – Carson NF	
Zone 2 – Cibola & Kiowa NF	
Zone 3 – Gila NF	
Zone 4 – Lincoln NF	
Zone 5 – Santa Fe NF	



FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (NOV 2021)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-
(1) Within a reasonable time after the defect was discovered or should have been discovered; and
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;
(ii) Invoice date and number;
(iii) Contract number, line item number and, if applicable, the order number;
(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
(vi) Terms of any discount for prompt payment offered;
(vii) Name and address of official to whom payment is to be sent;
(viii) Name, title, and phone number of person to notify in event of defective invoice; and
(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.
(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C.3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C.3903) and prompt payment regulations at 5 CFR Part 1315.
(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-
(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
(B) Affected contract number and delivery order number, if applicable;
(C) Affected line item or subline item, if applicable; and
(D) Contractor point of contact.
(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if–

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.
(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations. (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

Alternate I (Nov 2021). When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i), (l), and (m) for those in the basic clause. Incorporated by Reference (See FAR)

ADDENDUM TO FAR 52.212-4 The following clauses are hereby incorporated by reference or full text as appropriate:

PROJECT DESCRIPTION

(a) Description of Work- This solicitation is for road maintenance and construction work to be performed within the New Mexico National Forest area composed of the Carson, Cibola, Gila, Lincoln, Santa Fe, and Kiowa Forests. This solicitation and any resultant Blanket Purchase Agreements may incorporate service, construction, emergency work, and potential for other complex work requirements. Work includes but is not limited to the following:

Typical Service Activities

Road Maintenance service types of work will consist of routine work necessary to maintain the National Forest Road System in a functioning condition, providing safe public access and protecting the transportation facility investment and adjacent environmental resources.

Work is generally confined to within the limits of the existing traveled way and adjacent ditches, shoulders and cut/fill slopes. Work may also take place under or adjacent to the traveled way for resource protection, road stabilization, or to maintain traffic flow.

Potential Performance Activities: Sign Maintenance; Work Area Management (traffic control); Bridge maintenance; Surface Maintenance (Blading, Compaction, Watering); Drainage Maintenance (Slide & Slough Removal, Ditch Cleaning, Culvert Inlet/Outlet Cleaning, Cross-drain installation and maintenance, Ditch and Catch Basin Buttressing), Shoulder maintenance, Fill slope Armoring, Hazard Removal (Danger Tree Falling, Rock Fall and Debris Removal, etc.); Vegetation Management (seeding, brushing requirements); Bridge, guardrail, and Cattle guard Maintenance; Road Closure Device Maintenance or Construction, Rock Crushing and Stockpiling; Placement of Spot Rock; Dust Abatement; Minor and Major Flood Repair and Water Diversion, and Road Demolition. Emergency Relief for Federally Owned Roads (ERFO), Burned Area Emergency Response (BAER) (BAR), Fire Suppression Rehabilitation, Infrastructure BIL, and Stream Restoration. Other complex systems or special funding may be within the scope to support road maintenance and restoration activities. Log out and mobilization costs are incidental to ordered work unless otherwise specified in the call order.

Work performed under this description is subject to the requirements of the Service Contract Act.

Typical Construction Activities

Road construction types of work will consist of all construction activities normally associated with new road construction or reconstruction, but will be limited in scale, size, and complexity.

Work is generally confined to within the limits of the existing traveled way and adjacent ditches, shoulders and cut/fill slopes, or under the road prism for stream crossing improvements or road stabilization.

Possible Performance Activities: Surveying/Staking of Work Activities, signing (traffic control and new sign installation); Clearing; Earthwork and realignment; Drainage (surface, subsurface, drain dips, corrugated metal pipe, under drains, etc.); Aquatic Passage Work activities (small bridges or prefabricated structures, etc.); Aggregate Placement (base, surface, pit-run, riprap, etc.); Erosion Control (some erosion control such as seeding may be a service work activity; Shoulder, cut and fill slope reconstruction; Asphalt Placement, Asphalt Restoration (grinding, overlays, pothole patching, skin patching, crack sealing, chip sealing (some activities may be service work activity for supply/install), etc.); Cut/Fill Slope Stabilization; Aquatic Passage Construction; Cattle guard Installation; Installing Closure Devices (gates, earthen barriers, guardrails, etc.); Fence and Gate construction. Emergency Relief for Federally Owned Roads (ERFO), Burned Area Emergency Response (BAER) (BAR), Fire Suppression Rehabilitation, Infrastructure BIL, Stream Restoration, and specialty projects may also be included, such as recreation facility enhancements (campground road/trail work, toilet installation, parking lot and boat launch repairs, etc.). Other complex systems or special funding may be within the scope to support road maintenance and restoration activities. Emergency road repairs may require snowplowing for access, but in general, snowplowing is not part of this contract. Log out and mobilization costs are incidental to ordered work unless otherwise specified in the call order.

Work performed under this description is subject to the requirements of the Construction Wage Rates.

Minimum equipment specifications for applicable work activity groupings are as follows. Equipment listed represents what has been utilized in past projects and what is typically expected but not required for a contractor's fleet.

1. Road Grader:
    a. Engine rating of at least 155 hp (base power, all gears, gross).
    b. Blade assembly dimensions at least 14 ft by 24 inch.

2. Dump Truck:
    a. Engine rating at least 350 hp.
    b. Dump box with at least 10 cubic yard struck capacity.

3. Belly Dump Truck:
    a. Engine rating at least 300 hp.
    b. Dump box with at least 20 cubic yard struck capacity.

4. Water Truck:
    a. Engine rating at least 300 hp, with a minimum capacity of 3,000 gallons.
    b. Watertight tank with adequate capacity to efficiently complete projects.
    c. Equipped to provide positive, uniform control of specified water application rate.
    d. Equipped with air gap or positive anti-siphon device between the water source and the vehicle.
    e. Inside-cab operating controls

5. Medium Dozer:
    a. Net engine power at least 90 hp to a maximum of 185 hp
    b. Equipped with a six (6) way blade at least 8 feet in length and rear-mounted ripper with 3 or more teeth with a ripping depth of 12 inches or more.

6. Large Dozer:
    a. Net engine power at least 185 hp
    b. Equipped with rear-mounted ripper with 3 or more teeth with a ripping depth of 12 inches or more.

7. Small Excavator:
    a. Weight class at least 18,000 lbs.
    b. Net engine power at least 55 to 125 hp
    c. Bucket with at least 0.25 cubic yard struck capacity

8. Excavator:
    a. Weight class at least 41,000 lbs.
    b. Net engine power at least 120 to 240 hp.
    c. Bucket with at least 1.1 cubic yard struck capacity

9. Mechanical Brush Cutter:
    a. Able to cut up to 20 feet from edge of road.
    b. Able to operate from existing road surface without damaging road surface.
    c. Cutting head able to cut to within 4 inches of ground surface.

10. Front End Loader:
    a. Engine rating at least 75 hp.
    b. Bucket with at least 3.0 cubic yard struck capacity.

11. Backhoe Loader:
    a. Engine rating of at least 78 hp.
    b. Loading bucket

12. Walking Backhoe/Excavator:

a. Four (4) independently hydraulic powered adjustable legs and power driven wheels) with opposable thumb on buck and cable winch with 360º rotation working ability.
b. One Bucket, with digging teeth and hydraulic thumb designed to handle boulders and logs, 18-24".
c. Ability to operate in 5 feet of water and work on 1:1 slope.
d. Diesel engine with a minimum power (Net) of 55 h.p. (If other than 55 h.p., meaning 78 h.p. or larger, provide pricing and equipment description as specified on Page 54 herein.)
e. Minimum backhoe reach of 25 feet (horizontal) and minimum backhoe digging of 15 feet (horizontal) reach.
f. Hydraulic winch mounted on the machine with a minimum of 150 ft of ½ inch cable rated at 10,000 lbs or more.
g. Pads on legs with teeth may be needed to exit streams.
h. Capable of propelling itself with four (4) rubber tires.
i. Power to the rear tires or all 4 tires.

13. Skidsteer
    a. Engine rating at least 49 hp.
    b. Minimum 60" bucket width

14. Mini Excavator
    a. Engine rating at least 25 hp.
    b. Minimum 1.5 Cu. Ft. bucket capacity

15. Utility and Support Vehicles:
    a. On highway vehicle.
    b. Able to Service all listed equipment.

Requirements of all equipment:

1. All equipment and vehicles to be used at the job site shall be cleaned and free of invasive species (noxious weeds), seeds, external grease and oil and shall be inspected prior to entrance onto Federal lands. The restriction shall include equipment and vehicles intended for off-road use as well as on road use, whether they are owned, leased, or borrowed by the Contractor or Subcontractor.
2. All protective plating and armoring shall be intact and properly functioning on the equipment to reduce the potential for damaging hydraulic hoses or the undercarriage.
3. Spill kit approved by OSHA for petroleum product leaks will be on site at all times.

Labor Rates:

Call orders issued under this BPA shall require Service Contract Act wage rates or Construction Wage Rate requirements or both depending on specific activities within the call order.

General Guidelines:
Project areas are located on the Carson, Cibola, Gila, Lincoln, Santa Fe, and Kiowa National Forests boundaries. The scope covers all Federal, State, and local agency lands within Forests' boundaries which include but are not limited to; all counties within forest boundaries. The BPA call will be issued and administered by a Government entity.

(b) Resulting Award – BPA calls will be issued against any resultant Blanket Purchase Agreements and reference the parent Blanket Purchase Agreement when ordered by warranted contracting personnel from USDA within 150 miles of Forests' boundaries. In accordance with the Ordering Procedures Provision herein, BPA calls placed against the Agreements may be competed within the awardee pool or sole source when determined to be in the Governments best interest.

SPECIFICATIONS

General specifications for each Contract Scope individually described by an item number in the Schedule of Items can be found in individual call orders or specificiatons (note-specifications may change at time of BPA call creation).

PERFORMANCE REQUIREMENTS

All work shall be performed in accordance with the attached performance based standard specifications unless otherwise specified in a call order.

Acceptable Quality Levels (AQLs) for each performance standard are also established in the attached documents. AQLs may vary between forests. These AQLs will apply to all ordered work unless otherwise specified in a call order.

The attached performance standards, typical drawings, and AQLs are part of this solicitation and any resulting contract.

CONTRACTOR QUALITY CONTROL INSPECTION

When requested by the Contracting Officer, the successful Contractor(s) shall provide a written Quality Control Plan satisfactory to the Government describing how the Contractor will control work quality and document inspection results for awarded call orders.

Contractor shall conduct ongoing quality control inspections in accordance with the approved plan. Contractor shall also provide written certification for all invoiced work that was accomplished in accordance with the terms and conditions of the contract.

Inspection shall be maintained concurrent with contract work. Contractor inspection results shall be available to the Contracting Officer at all times

GOVERNMENT QUALITY ASSURANCE

Government Quality Assurance Plan

The Government may make periodic inspections while work is in progress. After completion of a pay item, the Government may also inspect to determine compliance with performance standards and acceptable quality levels. Determination of the acceptability of the work performed will be based on these verification inspections and will be considered conclusive

Acceptance and Payment for Road Maintenance

Acceptance will be based on visual inspection of pay items. If visual inspection finds that Acceptable Quality Levels for any Performance Standard is not met, rework will be required.

Before final acceptance, all areas occupied by the Contractor in connection with the work shall be cleaned of all Contractor's rubbish, excess materials, temporary structures, and equipment, and all parts of the work area shall be left in a neat and presentable condition.

INSPECTION AND ACCEPTANCE FOR CONSTRUCTION

Inspection and acceptance procedures for construction are found in the construction specifications that will be referenced in the call order.

MEASUREMENT AND PAYMENT

1) Service Call Orders: All measurements and payments are as defined in the Forest Service Performance Based Maintenance Specifications (as included elsewhere in this document), or on the specifications provided within the individual call order(s).

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 receipt of Notice to Proceed or Order for specific work items, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than as the date specified on each BPA call. The time stated for completion shall include final cleanup of the premises.

Performance shall be made only as authorized by orders issued in accordance with the Ordering clauses. Except as this contract otherwise provides, the Government shall order all services within the scope that are required by Government activities specified in the Schedule only with the vendor holding this contract for the specified services.

ORDERING

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of BPA calls by the individuals or activities designated in the Schedule. Such orders may be issued from **date of award** through **December 31, 2032.** The agreement shall remain until either party to the agreement determines that it is no longer beneficial or effective during the performance period. Should the Government make this determination, a cancellation notice shall be provided to the vendor. Should the vendor make the determination, they shall provide written notice to the Government of their intent to cancel the agreement. Cancellation of the BPA will not affect the obligations of either party regarding outstanding Call Orders which have not been closed out.

(b) All BPA calls are subject to the terms and conditions of this agreement. In the event of conflict between a BPA call and this agreement, the BPA signed contract shall control.

(c) When emailed, a BPA call is considered "issued" when the Government sends the order via email. BPA calls may be issued by mail, orally, by facsimile, or by electronic commerce methods.

BLANKET PURCHASE AGREEMENTS – REVIEW PROCEDURES
This agreement is subject to the annual review procedures outlined in FAR 13.303-6. "Maintain awareness of changes in market conditions, sources of supply, and other pertinent factors that may warrant making new arrangements with different suppliers or modifying existing arrangements".

PURCHASE LIMITATIONS
With the exception of those projects determined to be commercial services, all call orders placed under this blanket purchase agreement shall fall under FAR 13.5. For those projects determined to be commercial services, the maximum call order amount shall be established in FAR 13.303-5 (b)2 under subpart FAR 13.5.

FINAL PAYMENT - RELEASE OF CLAIMS

The Government shall pay the amount due the Contractor under this contract after—
(1) Completion and acceptance of all work;
(2) Presentation of a properly executed voucher; and
(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release.

AGAR 452.215-73 POST AWARD CONFERENCE (NOV 1996)

A post award conference with the successful offeror is required. It will be held with each individual vendor upon successful award of first BPA call and prior to performance. The conference will be held at the Forest Service Office designated in the BPA call, and will include discussion of contract terms and work performance requirements, work progress schedule and fire prevention/suppression and safety plans.

FAR 52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by visual observation.

(b) Additional informational material made available to contractors including but not limited to: environmental documentation, timber cruise data, timber removal report and appraisal, maps, access permits, etc.

AGAR 452.237-74 KEY PERSONNEL (FEB 1988)

(a) The Contractor shall assign to this contract the following key personnel:

Overall Project Manager

Qualified Operator - The government reserves the right to request a new operator for any of the equipment, if that operator is not capable of performing work in a safe, efficient, and proficient level.

Individual Sub-Managers – Individuals supervising individual sub-contracts for work items not covered by personnel noted previously herein.

(b) During the first 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 5 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 5 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.

AGAR 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:

(1) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State worker's 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.

(2) 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.

(3) 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.

(4) 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.

Evidence of coverage will be provided at the time of issuance of a BPA Call.

DESIGNATION OF CONTRACTNG OFFICER'S REPRESENTATIVE

The Contracting Officer's Representative (COR) is responsible for administering the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order or other matter deviating from the terms of this contract be effective or binding upon the government unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of the contract. The Contracting Officer should be informed as soon as possible or any actions, or inactions, by the Contractor, or the Government, which will change the required delivery or completion times stated in the contract, and the contract will be modified accordingly. (This does not apply to individual assignments which were issued by the COR provided they do not affect the delivery schedule or the performance period stated in the contract.)

On all matters that pertain to the contract terms, the Contractor must communicate with the Contracting Officer. Whenever, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor should so advise the COR. If the COR persists and there still exists a disagreement as to proper contractural coverage, the Contracting Officer should be notified immediately, preferably in writing, if time permits. Proceeding with work without proper contractural coverage could result in nonpayment or necessitate submittal of a contract claim.

USE OF PREMISES

The Contractor shall comply with the regulations governing the operation of premises which are occupied and shall perform this contract in such a manner as not to interrupt or interfere with the conduct of Government business.

Before any camp is opened or operated on National Forest land or lands administered by the Forest Service, written permission shall be obtained through the Contracting Officer. A camp is interpreted to include the camp site or trailer parking area of any employee working on the project for the Contractor. Such permission, if granted, will be without charge to the Contractor.

The Contractor shall request permission (in writing) from the appropriate Ranger District to use campsites. If permission is granted, the District Ranger's letter shall specify all conditions and requirements.

It is further stipulated that in addition to clean-up of any camp sites, the Contractor is required to remove all his equipment from National Forest land before final acceptance and payment of the project.

Portable chemical toilets, self-contained holding tanks, approved pit or vault toilets which meet State Code are required.

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

A. Safety/ Pollution/ Erosion Control Plan. The contractor would be required to have a written plan which describes measures to prevent or reduce impacts from potential spills (fuel, hydraulic fluid, etc.) The plan should contain a description of the hazardous materials that would be used, including inventory, storage, handling procedures; a description of quick response containment supplies that would be available on the site (e.g. a silt fence, straw bales, oil-absorbing pads, floating boom whenever surface water is present).

B. Pollutants such as fuels, lubricants, bitumens, raw sewage, and other harmful materials shall not be discharged on the ground; into or nearby rivers, streams, or impoundments; or into natural or man-made channels. Wash water or waste from concrete or aggregate operations shall not be allowed to enter live streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.

C. An environmentally compatible hydraulic fluid shall be used during project operations. “In-stream Work”

D. Mechanized equipment shall have the appropriate spill containment equipment.

E. Staging areas would be designated as far as possible from streams (because of the drawbottom road and confined canyon, a staging area of 300’ slope distance will not always be possible to achieve). These staging areas would be used for fueling, equipment storage, and maintenance.

F. All equipment used for instream work shall be cleaned and leaks repaired prior to entering the project area. External oil and grease, along with dirt and mud would be removed prior to construction operations. Thereafter, equipment would be inspected daily for leaks or accumulation of grease, and fix any identified problems before entering streams or areas that drain directly into streams or wetlands.

G. The time that heavy equipment is in stream channels would be minimized as much as possible. Mitigation would include using chokers and block and tackle to move logs into place instead of entering the stream, when possible.

SANITATION AND SERVICING

Contractor shall take all reasonable precautions to prevent pollution of air, soil, and water by Contractor's operations. If facilities for employees are established on Contract Area, they shall be operated in a sanitary manner. Contractor shall not service tractors, trucks, or other equipment on National Forest lands where servicing is likely to result in pollution to soil or water. Contractor shall remove from National Forest lands all refuse resulting from use, servicing, repair, or abandonment of equipment. In the event that Contractor's operations or servicing of equipment result in pollution to soil or water, Contractor shall conduct cleanup to restore the polluted site to the satisfaction of the Forest Service.

PREVENTION OF OIL SPILLS

If Contractor maintains storage facilities for oil or oil products on Contract Area, Contractor shall take appropriate preventive measures to insure that any spill of such oil or oil products does not enter any stream or other waters of the United States or any of the individual States.

If the total oil or oil products storage exceeds 1,320 gallons or if any single container exceeds a capacity of 660 gallons, Contractor shall prepare a Spill Prevention Control and Countermeasures (SPCC) Plan. Such plan shall meet applicable EPA requirements (40 CFR 112) including certification by a registered professional engineer.

NOXIOUS WEED CONTROL

(1) In order to prevent the potential spread of noxious weeds onto National Forest lands, the Contractor shall be required to furnish the Forest Service with proof of weed-free equipment.

(2) Noxious weeds are defined as any exotic plant species established or that may be introduced in the State, which may render the land unfit for agriculture, forestry, livestock, wildlife, or other beneficial uses and which is designated by the Oregon Department of Agriculture or the local counties vendor is operating in, or by other appropriate agencies having jurisdiction.

(3) All equipment and vehicles to be used at the job site shall be cleaned and certified free of noxious weeds and their seeds prior to entrance onto the National Forest. The restriction shall include equipment and vehicles intended for off-road use, as well as on road use, whether they are owned, leased, or borrowed by the Contractor or subcontractor.

(4) Cleaning shall consist of the removal of all dirt, grease, debris, and materials that may harbor noxious weeds and their seeds. This may require the use of a pressure hose. Cleaning shall occur off Federal lands.

(5) Equipment, materials and vehicles shall be visually inspected by a designated Forest Service Officer, and certified in writing to be reasonably clean and weed free **(use Equipment Cleaning Inspection/Verification Form)**. Inspections will take place at a location designated by the Forest Officer in advance of equipment and material arrival. Equipment and vehicles are expected to proceed directly to the job site following the inspection.

SUBMITTALS, SHOP DRAWINGS, MATERIAL CERTIFICATIONS AND TESTING REPORTS

Any submittals, shop drawings, material certifications or testing reports to be submitted will be identified in the call order.

PRODUCT SUBSTITUTION

Any modification of other items, designs, materials, products or equipment (including Government-furnished property), made necessary because of a substitution, will be the responsibility of the Contractor without adjustment in contract price or time. The Contracting Officer's approval of any substitute will not affect the Contractor's responsibility for such modification. Any and all substitutions will be requested by the Contractor after award of the contract has been made. No approvals will be made prior to award.

SPECIAL BLASTING TECHNIQUES

(NOTE: Use for projects requiring rock crushing where more than 5% of material in designated source is expected to exceed 24" least dimension when blasted).

Government observations and appraisal indicate that the materials in the designated source require specialized blasting techniques in order to reduce the material to a size commensurate with the jaw limitations of individual crushers. The Contractor shall be responsible for utilization of all materials produced by their blasting operations.

MOISTURE SENSITIVE SOILS

Contractors are cautioned that the roadway structure is designed so that the completed road will support highway legal loads during a limited use season. Construction equipment often subjects the uncompleted roadway structure to loadings it is not designed to

support. This is especially critical during periods of excessive moisture. Materials on this project are sensitive to excessive moisture and will require careful selection and scheduling of equipment to permit efficient operation. Any damage resulting from operations which renders the material unsuitable for use or results in potential siltation of streams will be corrected by the Contractor at Contractor's expense.

CONFORMITY WITH DRAWINGS AND SPECIFICATIONS

Unless working tolerances are specified, all work performed and materials furnished shall be in reasonably close conformity with lines, grades, cross sections, dimensions, and material requirements shown on the drawings, indicated in the specifications, or designated on the ground. "Reasonably close conformity" is in compliance with reasonable and customary manufacturing and construction tolerances.

A. Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

B. The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

C. Government inspections and tests are for the sole benefit of the Government and do not--

1. Relieve the Contractor of responsibility for providing adequate quality control measures;

2. Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

3. Constitute or imply acceptance; or

4. Affect the continuing rights of the Government after acceptance of the completed work under paragraph (I) below.

D. The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

E. The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

F. The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

G. If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

H. If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

I. Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's

rights under any warranty or guarantee.

CONSTRUCTION STAKES, LINES, AND GRADES

(a) Unless a Pay Item for Construction Staking is included in the Schedule of Items, the Government will set initial construction stakes establishing lines, slopes, and continuous control points, reference lines, and bench marks for other structures and improvements and will furnish the Contractor with all necessary information relating to lines, slopes, and grades.

(b) These stakes and control points shall constitute the field control from which the Contractor shall establish other necessary controls and execute the work. The Contractor shall furnish, without additional compensation, all additional stakes, all templates, batter boards, and other materials and supplies necessary for marking and maintaining points and lines established. If any construction control points have been destroyed or displaced or are erroneous, the Contractor shall promptly notify the Contracting Officer.

(c) The Contractor is responsible for the preservation of all stakes and control points. The cost of replacing them will be charged to the Contractor when destroyed due to Contractor's negligence or operation.

(d) In the case of alterations which involve any changes in construction staking, the Contractor shall cooperate with the Contracting Officer and facilitate the prompt re-establishment of the field control for the altered or adjusted work.

AGAR 452.236-77 EMERGENCY RESPONSE (NOV 1996)

(a) Contractor's Responsibility for Fire Fighting. (1) The Contractor, under the provisions of FAR clause 52.236-9, Protection of existing vegetation, structures, equipment, utilities, and improvements, shall immediately extinguish all fires on the work site other than those fires in use as a part of the work. (2) The Contractor may be held liable for all damages and for all costs incurred by the Government for labor, subsistence, equipment, supplies, and transportation deemed necessary to control or suppress a fire set or caused by the Contactor or the Contractor's agents or employees.

(b) Contractor's Responsibility for Notification in Case of Fire. The Contractor shall immediately notify the Government of any fires sighted on or in the vicinity of the work site.

(c) Contractor's Responsibility for Responding to Emergencies. When directed by the Contracting Officer, the contractor shall allow the Government to temporarily use employees and equipment from the work site for emergency work (anticipated to be restricted to fire fighting). An equitable adjustment for the temporary use of employees and equipment will be made under the Changes clause, FAR 52.243-4.

(NOTE: See Fire Plan Requirements referenced in the attachments.)

SUSPENSIONS FOR OTHER THAN GOVERNMENT'S CONVENIENCE

The Contracting Officer may issue orders to suspend the work wholly or in part for such period of time as deemed necessary because of: (1) Weather or ground conditions when further prosecution of the work might cause environmental or resource damage to the project, access roads to the project, or adjacent property. Such action would include but not be limited to instances such as siltation of streams, damage to access roads, rutting of project roads which causes otherwise suitable soils to become muddy or unsuitable; or (2) Failure of the Contractor to comply with Specifications such as but not limited to placement of frozen material in fills, placing of asphalts at temperatures lower than those specified, performing work prior to prerequisite approvals, operating equipment not meeting fire requirements, or when conditions exist which do not meet safety requirements. Whether or not a suspend work notice is issued, the Contractor shall be responsible for correcting any damage caused by his/her operation, whether inside or outside project limits, at no cost to the Government. Such suspensions shall not be considered as suspensions for the Convenience of the Government under FAR 52.242-14, Suspension of Work, and shall not qualify for equitable adjustment.

CONTRACTOR'S USE OF EXISTING ROADS

The Contractor is authorized to use National Forest System Roads in the immediate construction project area for performance of work under this contract. The authorization is limited to roads necessary for direct access to, and between, the work area and storage sites, disposal areas, and other work areas designated in the call order.

The roads authorized for use will be subject to the following general conditions:

(1) State laws governing traffic rules and equipment requirements on State and County Highways.

(2) Federal Regulations contained in 36 CFR 261.12. These regulations prohibit use in excess of State Codes for weight and size, damaging a road while using it, and blocking a road open to use by others.

(3) The road rules in the associated National Forest Commercial Road Rules document are applicable to all commercial road users. These documents are available for inspection at the office of the Forest Supervisor(s) and shall be applicable except when modified by provisions of this contract. They are also available at the following web address:

New Mexico Forest Service Road Rules will apply to this BPA and may be included in each individual call order.

As stated in the road rules document, all vehicles and equipment shall not exceed State legal highway loads and width or posted limits without valid State and Forest Service overload or overwidth permits. Forest Service overload permits for project work may be obtained from the District Ranger(s). Bridge overload permits must be applied for at least 30 days in advance of the need.

The Contractor shall be responsible for protecting and performing road maintenance or repairs to authorized roads commensurate with his use.

ROAD MAINTENANCE REQUIREMENTS

The Contractor(s) shall perform road maintenance work in accordance with the following:

1.The Contractor shall avoid permanent fouling of gravel or bituminous with earth or debris from side ditches, slides, or other sources. The Contractor shall avoid blading surface material off roads.

2.The Contractor shall minimize damage to ditches, slopes and road surfaces. Where damage does occur, the Contractor shall restore the road to a condition agreed to by the Contracting Officer within a reasonable period of time.

3.The Contractor shall remove all excess materials and debris from asphalt roadways and trails immediately after backfilling has been completed. This may require brooming and/or hosing down with water.

4.Upon completion and acceptance of work requirements, including acceptance of road maintenance by the Forest Service, the Contractor's road maintenance responsibilities shall terminate.

TRAFFIC CONTROL

The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Roads closed to traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

The Contractor shall erect warning signs in advance to any place on the project where operations may interfere with the use of the road or trail by traffic and at all intermediate points where the new work crosses or coincides with an existing road or trail. All road barricades, warning signs, lights, temporary signals, flagman and pilot car operators and equipment, and other protective devices, except for special devices, shall conform with Part VI of the Manual on Uniform Traffic Control Devices for Streets and Highways, published by the Federal Highway Administrations and applicable safety codes.

The Contractor shall furnish, erect, maintain, and remove when notified any project identification signs shown on the drawings.

Necessary warning signs and guards shall be posted during blasting operations to safeguard the public.

CONTROL OF MATERIAL FOR SERVICE AND CONSTRUCTION

Rights In and Use of Materials

(a) The Contractor, with the written approval of the Contracting Officer, may use on the project suitable stone, gravel, and sand,

or other material found in the excavation. Payment will be made both for the excavation of such materials at the corresponding contract unit price and for the pay items for which the excavated material is used. The Contractor shall replace without additional compensation sufficient suitable materials to complete the portion of the work which was originally contemplated to be constructed with such material.

(b) Materials produced or processed from Government lands in excess of the quantities required for performance of this contract are the property of the Government. The Government is not obligated to reimburse the Contractor for the cost of their production.

Material Sources

(a) Designated Sources - Sources of local materials are designated on the drawings. The Government assumes responsibility for the quality and quantity of material in the source. The Contractor shall determine the equipment and work required to produce the specified product.

The Contractor shall utilize all suitable material in the source. The designation of source will include the rights of the Contractor to use certain area(s) for plant site, stockpiles, and haul roads.
When materials are subject to weight measurement, the weight/volume relationship used for determination of designed quantities will be shown on the Drawings.
Should the designated source, due to causes beyond the control of the Contractor, contain insufficient suitable material, the Government will provide another source with an equitable adjustment in accordance with Clauses 52.243-5, Changes and Changed Conditions or Clause 52.236-2, Differing Site Conditions.

(b) Contractor Furnished Sources - When the material sources are not designated as provided above or the Contractor elects not to use designated sources, the Contractor shall be responsible for providing the specified product with no adjustment in contract price, unless weight/volume relationship differences between designated source material and Contractor furnished source material result in financial disadvantage to the Government. Quality Testing shall be the responsibility of the Contractor. Test results shall be furnished to the Contracting Officer.

Storage Stockpiling of Materials

Materials shall be stored to assure the preservation of quality and fitness for the work. Stored materials shall be located to facilitate their prompt inspection. Sites on Forest Service administered land, approved by the Forest Service, may be used for storage purposes and for the placing of Contractor's plant equipment. All storage sites provided by the Forest Service shall be restored at Contractor's expense. Contractor shall be responsible for making arrangements for storage on other than Forest Service administered lands.

Earthwork Tolerance

Changes within specified tolerances (such as adjustment of horizontal or vertical alignment) shall be made as necessary to maintain earthwork quantities substantially as designed within balance points. Such adjustments shall not be considered as "Changes" under Clause 52.243-5.

SAFETY

Contractor's Operations shall facilitate Forest Service's safe and practical inspection of Contractor's Operations and conduct of other official duties on Contract Area. Contractor has all responsibility for compliance with safety requirements for Contractor's employees. In the event that a conflict develops between the requirements of this contract or agreed upon methods of proceeding hereunder and State or Federal safety requirements, the contract shall be modified and Contractor may request an equitable adjustment.

Unless otherwise agreed in writing, when Contractor's Operations are in progress adjacent to or on Forest Service controlled roads and trails open to public travel, Contractor shall furnish, install, and maintain all temporary traffic controls that provide the user with adequate warning of hazardous or potentially hazardous conditions associated with Contractor's Operations. Contractor and Forest Service shall agree to a specific Traffic Control Plan written for each individual project prior to commencing operations. Devices shall be appropriate to current conditions and shall be covered or removed when not needed. Except as otherwise agreed, flagmen and devices shall be as specified in the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) and as shown on Plans, Contract Area Map, Traffic Control Plan, or in specifications attached hereto.

Road maintenance activities are inherently hazardous. Conditions, which are inherently hazardous, that could lead to serious injury or

loss of life include, but are not limited to:

1. Traffic hazards	5. Heavy equipment operations
a. Narrow gravel or native surface forest roads, some single lane with turnouts (limited visibility)	a. Backing into objects
b. Long, steep grades (less than 20%)	b. Steep side slopes or soft ground for rollovers
c. Logging, Administrative, and Recreational Traffic	c. Refueling hazards
d. Unskilled visitor traffic	d. Exceeding equipment limitations
e. Dusty conditions hindering visibility behind vehicles	e. Unsafe equipment / lack of safety equipment
f. Horse traffic at crossings	f. Operator fatigue
	g. May be overwidth/overweight equipment to watch for on roads
2. Work environment	6. Excavation
a. Inclement weather for potential hypo/hyperthermia	a. Slope or trench wall instability
b. High winds that can bring down trees and blow dust	b. Air quality/ventilation
c. Wet, snowy or ice conditions making ground unstable	
d. High db noise	7. Truck Driving & Trailer Towing
e. Insects, plants, animals	a. Increased stopping distance
f. Hazardous footing/terrain	b. Loads insecurely lashed
	c. Low clearances (power lines, etc.)
3. Communications	
a. Cell phone or radio availability for emergencies	8. Personnel
4. Chainsaw operations	a. Carry adequate liquids to prevent dehydration
a. Improper safety equipment	b. Dress for working conditions including wearing appropriate safety equip.
b. Overhead/falling debris	c. Keep in communications for safety
c. Fatigue/improper cutting techniques	

Contractor shall provide a job-specific safety plan, addressing mitigation of the hazards listed above and any other hazards known to the Contractor. The plan shall be presented at the post-award conference.

(The following clauses apply to Construction Projects)

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 a this/these address(es):

http://acquisition.gov/far/index.html
http://www.usda.gov/procurement/policy/agar.html

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fee (MAY 2014)
52.203-7	Anti-Kickback Procedures (June 2020)
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 (JUN 2020)
52.203-14	Display of Hotline Poster(s) (NOV 2021)
52.203-17	Whistleblower Rights & Requirements to Inform Employees of Whistleblower Rights (JUN 2020)
52.204-4	Printed or Copied Double-Sided (MAY 2011)
52.204-13	System for Award Management Maintenance (OCT 2018)
52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)
52.210-1	Market Research (NOV 2021)
52.222-8	Payrolls and Basic Records (AUG 2018)
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)
52.223-3	Hazardous Material Identification and Material Safety Data (FEB 2021)
52.223-6	Drug Free Workplace (MAY 2001)
52.228-2	Additional Bond Security (OCT 1997)
52.228-1	Bid Guarantee (20% of the offer price for construction over $150,000) (SEP 1996)
52.228-11	Pledges of Assets (AUG 2018)(DEVIATION APR 2020)
52.228-13	Alternative Payment Protections (required for construction $35,000 to $150,000) (JULY 2000)
52.228-14	Irrevocable Letter Of Credit (Nov 2014)
52.232-16	Progress Payments (APR 2012)
52.232-35	Designation of Office for Government Receipt of EFT Information (JUL 2013) (c) Designated Office: Name: National Finance Center (NFC); Telephone #: 1-800-421-0323
52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Deviation APR 2020)
52.236-1	PERFORMANCE OF WORK BY THE CONTRACTOR 20% (APR 1984)
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 (ALTERNATE I) NOV 1991
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION FEB 1997
52.236-26	PRECONSTRUCTION CONFERENCE FEB 1995
52.242-14	SUSPENSION OF WORK APR 1984
52.242-13	BANKRUPTCY JUNE 1995

52.242-15	STOP WORK ORDER AUG 1989
52.243-4	CHANGES JUNE 2007
52.243-5	CHANGES AND CHANGED CONDITIONS APR 1984
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2022) (DEVIATION APR 2020)
52.245-1	GOVERNMENT PROPERTY (JAN 2017) -ALT 1 (APRIL 2012)
52.245-9	USE AND CHARGES (APR 2012)
52.246-6	INSPECTION-TIME-AND-MATERIAL LABOR-HOUR (MAY 2001)
52.246-12	INSPECTION OF CONSTRUCTION AUG 1996
52.246-13	INSPCTION-DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS (AUG 1996)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (APR 2012) Alternate I (SEP 1996)
52.249-10	DEFAULT (FIXED PRICE CONSTRUCTION APR 1984
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)
452.236-73	ARCHAEOLOGICAL OR HISTORIC SITES. (FEB 1988)
452.236-74	CONTROL OF EROSION, SEDIMENTATION, AND POLLUTION. (NOV 1996)
452.236-76	SAMPLES AND CERTIFICATES. (FEB 1988)

Clauses Applicable to Project Calls for Labor Hour Activities

52.216-7 Allowable Cost and Payment (AUG 2018)
52.232-7 Payments Under Time-and-Materials and Labor-Hour Contracts (AUG 2012)
52.243-3 Changes -- Time-and-Materials or Labor-Hours (SEPT 2000)
52.249-6 Termination (Cost Reimbursement)(MAY 2004)Alternate IV (SEP 1996)

CEILING PRICE (AGAR 452.216-74)(FEB 1988) (*Applicable to Time-And-Materials/Labor Hour BPA Calls)*
The ceiling price shall be specified in each BPA Call. The Contractor shall not make expenditures or incur obligations in the performance the BPA Call which exceed the ceiling price specified, except at the Contractor's own risk.

CONTRACTOR PERFORMANCE SYSTEM REGISTRATION

All Contractors shall ensure that they are registered with the Contractor Performance Assessment Reporting System within 30 days of contract award. System information can be found at: **https://cpars.gov/**

INVOICE PROCESSING PLATFORM (IPP)

The "Submit Invoice-to" address for USDA orders is the Department of Treasury's Invoice Processing Platform (IPP). The Contractor must follow the instructions on how to register and submit invoices via IPP as prescribed in the previous communications from USDA and Treasury. All invoices shall be submitted via the electronic Invoice Processing Platform. This platform is managed by the U.S. Department of Treasury and additional information is available at this website: https://www.ipp.gov/

Vendors register at: https://www.ipp.gov/vendors/index to establish an account.

END OF ADDENDUM TO FAR 52-212-4

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS. (MAY 2022)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[*Contracting Officer check as appropriate*.]

_X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

_X_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

_X_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (5) [Reserved].

_X_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

_X_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101 note).

_X_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

__ (10) [Reserved].

__ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2021) (15 U.S.C. 657a).

__ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Sep 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (13) [Reserved]

_X_ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

__ (ii) Alternate I (Mar 2020) of 52.219-6.

__ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

__ (ii) Alternate I (Mar 2020) of 52.219-7.

_X_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

__ (17) (i) 52.219-9, Small Business Subcontracting Plan (Nov 2021) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Nov 2016) of 52.219-9.

__ (iii) Alternate II (Nov 2016) of 52.219-9.

__ (iv) Alternate III (Jun 2020) of 52.219-9.

__ (v) Alternate IV (Sep 2021) of 52.219-9.

_X_ (18) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

__ (ii) Alternate I (Mar 2020) of 52.219-13.

_X_ (19) 52.219-14, Limitations on Subcontracting (Sep 2021) (15 U.S.C. 637s).

__ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

__ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Sep 2021) (15 U.S.C. 657f).

_X_ (22) (i) 52.219-28, Post Award Small Business Program Re-representation (Sep 2021) (15 U.S.C. 632(a)(2)).

__ (ii) Alternate I (Mar 2020) of 52.219-28.

__ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Sep 2021) (15 U.S.C. 637(m)).

__ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Sep 2021) (15 U.S.C. 637(m)).

__ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

__ (26) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15U.S.C. 637(a)(17)).

_X_ (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

__ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2022) (E.O.13126).

_X_ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

_X_ (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).

__ (ii) Alternate I (Feb 1999) of 52.222-26.

_X_ (31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

__ (ii) Alternate I (Jul 2014) of 52.222-35.

_X_ (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

__ (ii) Alternate I (Jul 2014) of 52.222-36.

_X_ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

_X_ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

_X_ (35) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

__ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

_X_ (36) 52.222-54, Employment Eligibility Verification (May 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

__ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

__ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

__ (40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Oct 2015) of 52.223-13.

__ (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun2014) of 52.223-14.

__ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).

__ (43) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-16.

_X_ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

__ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

__ (46) 52.223-21, Foams (Jun2016) (E.O. 13693).

_X_ (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

__ (ii) Alternate I (Jan 2017) of 52.224-3.

_X_ (48) 52.225-1, Buy American-Supplies (Nov 2021) (41 U.S.C. chapter 83).

__ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2021) (41 U.S.C.chapter83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I (Jan 2021) of 52.225-3.

__ (iii) Alternate II (Jan 2021) of 52.225-3.

__ (iv) Alternate III (Jan 2021) of 52.225-3.

__ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).

__ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302Note).

_X_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

_X_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).

__ (55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

__ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

_X_ (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

__ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

__ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

__ (63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

__ (ii) Alternate I (Apr 2003) of 52.247-64.

__ (iii) Alternate II (Nov 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[*Contracting Officer check as appropriate.*]

_X_ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).

_X_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_X_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S.C. chapter 67).

__ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

__ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

_X_ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

_X_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii)

(A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xix)

(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(The following clauses apply to Construction Projects)

ADDENDUM TO FAR 52-212-5: The following clause(s) are hereby incorporated by reference or full text as appropriate:

52.211-6	BRAND NAME OR EQUAL	AUG 1999
52.211-18	VARIATION IN ESTIMATED QUANTITY	APR 1984
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS—OVERTIME	MAR 2018
52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS	AUG 2018
52.222-7	WITHOLDING OF FUNDS	MAY 2014
52.222-8	PAYROLLS AND BASIC RECORDS	JUL 2021
52.222-9	APPRENTICES AND TRAINEES	JUL 2005
52.222-10	COMPLIANCE WITH COPELAND ACT REGULATIONS	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 REQUIREMENTS AND RELATED ACT REGULATIONS	MAY 2014
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	MAY 2014
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	APR 2015
52.222-30	CONSTRUCTION WAGE RATE REQUIREMENTS-PRICE ADJUSTMENT PRICE METHOD	AUG 2018
52.227-1	AUTHORIZATION AND CONSENT	JUN 2020
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	JUN 2020
52.227-4	PATENT INDEMNITY – CONSTRUCTION CONTRACTS	DEC 2007
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.228-5	INSURANCE – WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.228-11	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 (DEVIATION APR 2020)	OCT 2010
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	MAY 2014
52.232-13	NOTICE OF PROGRESS PAYMENTS	APR 1984
52.232-16	PROGRESS PAYMENTS (ALT I)(MAR 2000)	APR 2012
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	JAN 2017
52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994
52.248-3	VALUE ENGINEERING – CONSTRUCTION	OCT 2020
452.237-75	RESTRICTIONS AGAINST DISCLOSURE	FEB 1988

OPTIONS (Applies to both Service and Construction Projects)
52.217-6 Options for Increased Quantity MAR 1989
52.217-7 Options for Increased Quantity-Separately Priced Line Items MAR 1989
52.217-8 Option to Extend Services Nov 1999, (prior to end of contract)

BONDING

Individual Orders will identify relevant bonding requirements per Federal Acquisition Regulation Part 28-102-1.

AGAR 452.228-70 Alternative Forms Of Security (NOV 1996)

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

Table (Applies to Construction Only)

Individual Project Call, amounts $35,000 or less; bonding is not required for service call orders	No bid guarantee is required. No bonding is required.
Individual Project Call, amounts exceeding $35,000 but not exceeding $150,000 Refer to FAR 52.228-13	No bid guarantee is required. Alternate Payment Protection is required: 100% Payment Bond –or- 100% Deposit [authorized check/MO]
Individual Project Call, amounts greater than $150,000.00 Refer to FAR 52.228-1 Refer to FAR 52.228-15	20% bid guarantee may be required depending on project. 100% Payment Bond is required.–and- 100% Performance Bond is required.

In accordance **with FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**, the following information is provided:

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage	Fringe Benefits
Heavy Equipment Operator WG-8	$23.82/hr	*
Crew Leader GS-5	$17.45/hr	*
Forestry Tech GS-5	$17.45/hr	*
Laborer GS-3 or GS-4	$13.89 or $15.59/hr	*

*FRINGE BENEFITS: Life, Accident and Health Insurance and Sick Leave Programs - 5.1 percent of basic hourly rate.
Paid Holidays - 11 per year: New Year's Day, Martin Luther King, Jr's Birthday, Washington's Birthday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day
Vacation - 13 days paid vacation per year up to 3 years of service, 20 days after 3 years of service, and 26 after 15 years of service.
Retirement - 7 percent basic hourly rate.

FAR 52.225-9 BUY AMERICAN ACT-CONSTRUCTION MATERIALS (NOV 2021)

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

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

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

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

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

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

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

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

Cost of components means—

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

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

Domestic construction material means—

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

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

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

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

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

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

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

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

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

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

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

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

(b) Domestic preference.

(1) This clause implements 41 U.S.C.chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied

only to the iron and steel content of the construction materials, excluding COTS fasteners. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

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

_____*[Contracting Officer to list applicable excepted materials or indicate "none"]*

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

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

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

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

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

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description	Unit of Measure
Item1:	
Foreign construction material	_____
Domestic construction material	_____

Item2: _____

Foreign construction material _____

Domestic construction material

[* *Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)*].
[*List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*]
[*Include other applicable supporting information.*]

ORDER PROCEDURES (Multiple Award)

The following provision defines the process by which (1) Fair Opportunity for Award will be afforded; (2) BPA calls will be processed and priced; and (3) BPA calls will be awarded.

(**a) Fair Opportunity for Consideration**:

1. One or more BPA calls will be issued during the performance period of the resulting Blanket Purchase Agreements. The Contracting Officer's (CO) decision to issue a BPA call to a particular awardee shall be based on the criteria stated below. The CO will give each qualifying (Business Status) awardee a "fair opportunity" to be considered for each order in excess of $2,500 unless one of the conditions in paragraph (2) below applies.

2. Exceptions to Fair Opportunity for Consideration: Awardees will not be given a fair opportunity to be considered for requirements which are expected to exceed $2,500 when the Contracting Officer determines one of the following conditions apply:

A. *The agency need for the services is so urgent that providing such opportunity would result in unacceptable delays;*

B. *The agency need to meet Socio-Economic goals and FAR requirements for Set-Asides.*

C. *Agency Cooperators provision of matching value under Stewardship Activities.*

D. *Only one such awardee is capable of providing such services required at the level of quality required because the services ordered are unique or highly specialized; or*

E. *The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given fair opportunity to be considered for the original order.*

F. *The agency need for emergency services may require sole-source to nearest available awardee.*

(b) Selection Criteria for Awarding a BPA call

The Government will evaluate the BPA call proposals against selection criteria in each individual BPA call. At a minimum, the Government's award decision will be based on selection criteria addressing relevant past performance, availability, and price.

Evaluation of relevant past performance will be based on each awardee's original past performance data as supplemented by the Government and contractor during the life of the Agreement. As work proceeds under this Agreement, it is probable that the relevant past performance data submitted with the original Agreement solicitation proposal will be disregarded for current performance reports

received on BPA calls performed under an Agreement. In addition, individual BPA call selection criteria may include other factor(s) relevant to the particular call. The order of importance for the factors will be identified on each individual project call.

(c) BPA call quote process

1. A warranted Contracting Officer, responsible for acquisitions within the area defined in the Scope of Work must issue any BPA call exceeding $2,500 for service and $2,000 for construction. The Contracting Officer will issue a BPA call Quote Request to all contractors within a designated work activity; **unless** an exception to fair opportunity applies. If a Fair Opportunity Exception Applies, the BPA call quote request will be issued to the designated group or single contractor, as applicable. The BPA call quote request will include a due date for quote/proposal submission and a Statement of Work (SOW) which includes a detailed description of work to be accomplished, a listing of the deliverables required, and additional data as appropriate. The BPA call quote request will also include specific instructions for the submission of offers, the selection criteria factors, the factors' order of importance, and other information deemed appropriate.

2. Awardees under their Blanket Purchase Agreement will generally be allowed 10 working days to prepare and submit quotes or proposals. However, more or less time may be necessary based on the requirements. The due date shall be set forth in each BPA call quote request. If an awardee is unable to perform a requirement, the awardee may "NO QUOTE" the BPA call quote request. All "NO QUOTE" shall include a brief statement as to why the awardee is unable to perform (i.e., Conflict of Interest). While no mandatory requirement exists for the submission of a proposal/quote, firms consistently declining to submit offers for availability reasons may jeopardize their ability to receive future BPA calls.

3. Technical Proposals. A BPA call request for quotes or proposals **MAY** include the demand for any or all of the following information depending upon the complexity of the project. Majority of call orders will require technical information from vendors, however, a PASS/FAIL technical evaluation in line with lowest price technically acceptable (LPTA) will be the preferred method of evaluation. Contracting Officer's will have the flexibility to tailor evaluations and criteria on an individual basics per call order.

* Technical Approach (Including Operating Plan and Benefit to Local Community)
* Key Personnel utilized
* Quantities/hours of personnel by labor categories
* Quantities/hours of equipment by specific type
* Other Direct Costs (ODCs) (e.g. material not provided by the Government, mobilization, etc.)
* Site Specific augmentation to the Formal Letter of Agreement's Safety Plan
* Performance Work Plan Schedule
* Use of Government Property
* Necessary flagging requirements
* Teaming Arrangement to include subcontracting from the list of approved subcontractors established at time of award

Technical proposal information will be streamlined to no more than 5 pages; excluding any Safety Plan augmentation and the Performance Work Plan Schedule. Proposals shall not merely restate the BPA call's work statement requirements or Statement of Work.

4. Price Quotes. A written price quote will always be required on the face of each BPA call form. Completing the form with an authorized signature will, in most cases, represent the sum of a firm's price quote. Vendor submission (email) of pricing will only be provided to the Contracting Officer.

5. Clarification of Offer: Quotes/Proposals will be evaluated in accordance with selection criteria set forth in the BPA calls Request for Quotes. If necessary, during the evaluation of quotes/proposals the Government may contact an Agreement holder with questions concerning their quote/proposal. Upon completion of evaluations, the CO will issue a BPA Call to the awardee whose proposal is most advantageous to the Government.

6. BPA call Issuance: Calls may be issued verbally, by facsimile, or by electronic commerce methods. However, all calls must be finalized in writing and provided to the Contracting Officer with the appropriate signatures and agreed upon pricing for stated pay items.

7. Unauthorized Work: The Contractor is not authorized to commence performance prior to issuance of a signed BPA call and Notice to Proceed or verbal approval provided by the CO to begin work.

8. BPA call Funding Restrictions: No unfunded calls are authorized under this Agreement.

9. The acceptance of a vendor's quote/proposal by Contracting Officer and any subsequent issuance of a signed BPA call makes said call a binding contract.

ORDER OF PRECEDENCE --CONSTRUCTION

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The Schedule (excluding the specifications).
(2) Representations and other instructions.
(3) Contract clauses.
(4) Other documents, exhibits, and attachments.
(5) Special Project Specifications.
(6) Standard Specifications, (including FAR clauses).
(7) (a) Drawings, figured dimensions over scaled dimensions.
(b) Drawings, large scale contract drawings over small scale contract drawings.
(c) Schedules on contract drawings over any conflicting notations on contract drawings.
(8) Shop drawings.

LIST OF ATTACHMENTS

The following attachments are made a part of this solicitation and any resultant contract.

Title	Pages
840-2 Install Detail	1
840-2 Drawings	2
Specifications for Maintenance of Roads	99
DOL Wage Decision No. 1969-0115 Rev. 75 Dated 06/27/22 (The wage determinations for service construction activities will be attached to the individual call orders. Examples for both are attached for bidder purposes).	4
Fire Protection and Suppression	4
Quoters Package	15
Contractor's Past Performance History Sheet	1

All road maintenance specifications, drawings, and construction specifications are made a part of this solicitation and any resultant contract. Specifications and drawings may be found at the following links:

Specification	Address
Road Maintenance Specifications and Drawings	Included with individual call orders
FP-14 Standard Specifications for Construction of Roads and Bridges for Federal Highway Projects	https://flh.fhwa.dot.gov/resources/specs/fp-14/fp14.pdf
CSI Specifications	https://www.arcat.com/sd/specifications.shtml
Any specifications or supplemental specifications not included at these sites will be physically attached to the individual call orders.	

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of Blanket Purchase Agreements resulting from this solicitation in conjunction with FAR 13.5.

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) - Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer, Bryce Kamerdula 1550 Dewey Ave/PO Box 907 Baker City, OR 97814.

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

Service Protest Call Orders: no protest under Subpart 33.1 is authorized in connection with the issuance or proposed issuance of a call order under this BPA.

END OF ADDENDUM TO FAR 52.212-5

FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (NOV 2021)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, 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 if the acquisition—

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

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

(3)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) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers. (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to- GSA Federal Supply Service Specifications Section Suite 8100 470 East L'Enfant Plaza, SW Washington, DC 20407 Telephone (202) 619-8925 Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (https://assist.dla.mil/online/start/).

(ii) Quick Search (http://quicksearch.dla.mil/

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by-

(i) Using the ASSIST Shopping Wizard (https://assist.dla.mil/wizard/index.cfm);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Unique entity identifier.(Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) [Reserved]

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
(4) A summary of the rationale for award;
(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.
(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

ADDENDUM TO FAR 52.212-1 The following clause(s) are hereby incorporated by reference or full text as appropriate:
FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.204-6 Unique Entitiy Identifier (OCT 2016)
52.204-7 System for Award Management (SAM) (OCT 2018)
52.204-16 Commercial and Government Entity Code Reporting (AUG 2020)
52.204-17 Ownership or Control of Offeror (JUL 2016)
52.204-18 Commercial and Government Entity Code Maintenance (AUG 2020)
52.204-22 Alternative Line Item Proposal (JAN 2017)
52.214-34 Submission of Offers in the English Language (APR 1991)
52.214-35 Submission of Offers in U.S. Currency (APR 1991)
52.222-5 Construction Wage Rate-Secondary Site of Work (MAY 2014)
52.232-13 Notice of Progress Payments (APR 1984)
52.223-4 Recovered Material Certification (MAY 2008)
52.237-1 Site Visit (APR 1984)
452.237-70 Loss, Damage, Destruction or Repair (FEB 1988)

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

45.9- All Counties

Goals for Female Participation for Each Trade

6.9% - All Counties

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 the State of Oregon in the counties listed in the Schedule of Items.

52.225-10 NOTICE OF BUY AMERICAN ACT 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.

INSTRUCTIONS FOR SUBMISSION OF OFFERS AND OTHER INFORMATION

(a) General Instructions - Proposals submitted in response to this solicitation shall be furnished in the following format with the numbers of copies as specified below:

(1) Proposals shall be submitted **in two parts - a technical proposal and a price proposal.** Each part shall be separate and complete in itself so that evaluation of one may be accomplished independently of the other. The price proposal shall be submitted with the solicitation forms, no breakdown of the unit price is required. The technical proposal must not contain reference to cost.

(2) Offerors are cautioned that sufficient and detailed information must be presented in their technical proposals to enable the Government to evaluate their proposals fully in accordance with the evaluation and award criteria contained herein. The Government is not obligated to ask for additional information and in the absence of appropriate information, the proposal will be rated deficient.

(3) The Government will evaluate proposals in accordance with FAR Clause 52.212-2 "Evaluation – Commercial Items (JAN 1999)" evaluation criteria as set forth herein.

(4) Offerors shall submit their proposal(s) in the following format and the quantities specified:
(i) 1 emailed copy of the completed, signed offer with pricing (The Quoters Package).
(ii) 1 emailed copy of the Technical Proposal/Documentation (Past Performance, Equipment Availability, BioPreferred).
(iii) In addition to a successful firm's response to the solicitation, responses to all Evaluation Factors excepting Relevant Past Performance will be incorporated into the resulting BPA by reference at time of award and retain the full force and effect as all of the other contractual terms and conditions hold therein.

Submittals can be made in any of the following methods:

- Via email Contracting Officers: bryce.kamerdula@usda.gov CC: breanne.parker@usda.gov

(b) Relevant Past Performance – Offerors shall submit past performance information for their firm **and** any proposed major subcontractors performing more than 20% of the work. Performance information may be obtained from references provided or from personal knowledge of the evaluators and AQM personnel.

The offeror and their subcontractors performing at least 20% of the work shall provide information for **EACH** reference and for **EACH** Pay Item for which the offeror is submitting pricing in the solicitation's SF 1449, Block 20 description that must have been completed during the past three years and all contracts and subcontracts in progress. The information should be completed primarily for contracts and subcontracts similar in nature and complexity to that required by this solicitation. Include contracts with the Federal Government, agencies of state, and local governments, and commercial customers. Offerors that are newly formed entities, without prior contracts as an entity, should provide contracts and subcontracts completed by all **key personnel**. Firms with no experience in the type of work described may show: similar type projects which demonstrate their ability to perform in a timely manner, experience, and past performance of their employees, or their work as a subcontractor.

The offeror may provide information on problems encountered on the contracts and subcontracts listed and the corrective actions taken to resolve those problems. The Government may obtain information from existing contract files. Because discussions may not be held, the offeror may refute any problems in the original offer.

Each offeror will be evaluated on their performance under existing and prior contracts of a similar nature. Performance information will be used as an evaluation factor against which offerors' relative rankings will be compared to assure best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The Government may contact references beyond those identified by the offeror to obtain additional information for use in both the responsibility determination and in further evaluation of the offerors's past performance.

Note: If the contractor does not provide past performance information or **indicate a lack of Past Performance** with its offer, the Contracting Officer need not pursue further information if it is clear that the offeror's price is not competitive.

The Office of Management and Budget (OMB) has authorized Federal agencies to collect past performance information under OMB clearance number 9000-0142.

(c) Equipment Availability

The Government will evaluate the offeror's equipment availability, suitability, and capability to perform the activities **listed in the solicitation's schedule of items.** Provide a complete inventory of equipment available by ownership, under lease or subcontract. For each piece of equipment specify:

a. Ownership
b. Model/type & Year Manufactured
c. Capacity & Attachments
d. Location of staging areas and/or equipment yard(s).
e. If proposing any rental/lease equipment provide principle source of rental.

(d) Biobased/BioPreferred Products:

- Lists of biobased products that demonstrate their use of biobased products on projects completed in the last two years, and
- Intent of using biobased products on this project.

(e) Cost/Price: A firm's completion and submission of Blocks 19 through 24 of the subject solicitation's Standard Form 1449 (Pages 1- 5) constitutes the fulfillment of the Government's price proposal requirements under this solicitation.

FAR 52.212-2 EVALUATION—COMMERCIAL ITEMS (NOV 2021)

(a) The Government will award a 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. The following factors shall be used to evaluate offers:

The offeror's proposal shall be in the format prescribed, and shall contain a response to each of the areas identified, which affects the evaluation factors for award. The Government will determine best overall value on the basis of the factors described below.

1. General. Proposals will be evaluated on the basis that the following technical factors are in descending order of importance whereby each factor is more important than the next: (1) Relevant Past Performance, (2) Equipment Availability, and (3) Biobased/BioPreferred. When combined, these technical evaluation factors are approximately equal to cost or price.

2. Relevant Past Performance. Past performance is a measure of the degree to which an offeror, as an organization, has: (1) satisfied its customers, and (2) complied with federal, state, and local laws and regulations. The Government will inquire about the following elements, which are **all of equal importance** in relation to each other, (1) quality of the offeror's work; (2) customer satisfaction; (3) timeliness of the Firm during performance and the final completion of the project; and (4) overall business relations.

(A) Quality of Services: Demonstrated ability to perform services listed in the solicitation's SF 1449, Block 20 description techniques in accordance with contract specifications and conformance to good standards of workmanship.
(B) Customer Satisfaction: Satisfaction of end users with the Contractor's completed products and services.
(C) Timeliness of performance: Compliance with delivery schedules; reliability; responsiveness to technical direction, no assessment of liquidated damages.
(D) Business relations: Effective management; ability to manage projects involving subcontracts; good working relationship with the Contracting Officer and technical representatives; reasonable/cooperative behavior; flexibility; effective contractor recommended solutions; businesslike concern for Government's interests.

Government evaluators may avail themselves of various federal, state, and local past performance databases. The Government may research offeror performance on any federal, state, local, and commercial contract performance of the offeror that is known to the Government, but not included on the submitted performance information. Additionally, the personal experience and evaluator knowledge of offeror performance may be utilized.

The Government will consider the relevance of past performance information obtained in relation to the scope of this procurement with respect to both similar efforts, and the length, scope, number, complexity, and diversity of contracts completed by the firm in the fields of work activity or activities for which the offeror has priced in the solicitation's SF 1449, Block 20 description. Past performance, either positive or negative, which is considered by the Government to be more closely related to the scope of this effort will be given additional weight in the evaluation process.

Offerors with past performance data will be evaluated in the same manner as all other evaluation factors; however, those offerors with no past performance data will treated as an unknown performance risk and neither be evaluated favorably nor unfavorably. Therefore, offerors will receive credit for good past performance, lose credit for poor past performance, and neither receive nor lose credit for no relevant past performance.

3. Equipment Availability. The Government will evaluate the offeror's equipment availability, suitability, and capability to perform the activities listed in the solicitation's schedule of items.

4. Designated BioPreferred Items. The Government will evaluate the offeror's useage of all biobased products to the maximum extent possible by identification of all biobased products to be acquired, used, and installed in the performance of this solicitation.

5. Cost/Price Evaluation Criterion.

A. The degree of importance of the price will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based, or when the price is so significantly high as to diminish the value of the technical superiority to the Government.

B. The Government may award an Agreement on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, if considered necessary by the Contracting Officer, discussions will be conducted with only those offerors determined to have a reasonable chance for award.

C. The Government reserves the right to make an award to other than the lowest priced offeror or to the offeror with the highest non-price evaluation if the Contracting Officer determines that to do so would result in the greatest value to the Government.

D. **All pay items that an offeror is interested in performing under a perspective Agreement must be priced with a commercial rate reflective of the work descriptions herein to be considered for award.** Items not priced shall indicate that (a) the work described is outside an offeror's current business operations; (b) an offeror's inability to provide the personnel or equipment, (c) develop the necessary business relationships to accomplish work under any subsequent Agreement and BPA calls, and/or (d) a lack of intent to fully perform under any subsequent Agreement, should award be executed.

(b) A written notice of award or acceptance of an offer, emailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding Agreement without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. **The award or awards will incorporate written information provided by the offeror(s) and utilized by the Government as the basis for award selection.**

SINGLE OR MULTIPLE AWARDS

The Government may elect to award a single Agreement or to award multiple Agreements for the same or similar supplies or services. The government reserves the right to award more or less firms than the targeted award pool.

AWARD STATEMENT

1) Award will be made to that offeror (1) whose proposal is technically acceptable and (2) whose technical/price relationship is the most advantageous to the Government.
2) The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, if considered necessary by the Contracting Officer, discussions will be conducted with only those offerors determined to have a reasonable chance for award based on initial evaluation of proposals submitted by the Technical Review Board.
3) The Government reserves the right to make an award to other than the lowest priced offeror or to the offeror with the highest non-price evaluation if the Contracting Officer determines that to do so would result in the greatest value to the Government.
4) Contractors must submit pricing on all items including optional items to be considered for award. The Government reserves the right to make price/technical trade-offs that are in the best interest and to the advantage of the Government.
5) The proposal evaluation will be rated utilizing the Adjectival Rating System as follows: Outstanding, Satisfactory, Marginal, Unacceptable. If in the best interest of the government, a + or – may be given to a firm. Example: Satisfactory +, Outstanding -.

FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2022) (DEVIATION JUL 2020)

If Offeror Representations and Certifications are not complete in SAM the offeror shall submit a completed copy of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items, with your offer. The full provision is available from http://www.acquisition.gov/far/.
If Offeror Representations and Certifications are complete in SAM, the offeror shall complete the following:

(b)(1)*Annual Representations and Certifications*. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2)The offeror has completed the annual representations and certifications electronically in SAM accessed through http://www.sam.gov. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in 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), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.
[*Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any. Write "None" if there are no changes needed to your online reps and certs.*
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.
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 electronically on SAM.]

ADDENDUM TO FAR 52.212-3: OFFEROR REPRESENTATIONS AND CERTIFICATIONS --COMMERCIAL ITEMS

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 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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

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

(b) *Prohibition*.

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

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

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

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

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

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

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

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

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

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

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

(e) *Disclosures.*

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals–

(A) Are □ are not □ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have □ have not □, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission

of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are □ are not □ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have □, have not □, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples*.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has □ has not □, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, 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).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) 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 rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

FAR 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 proceedings 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 (FAPIIS) 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 viahttps://www.sam.gov (see 52.204-7).

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

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

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

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

(b) The Offeror represents that–

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

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

FAR 52.222- 38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (FEB 2016)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has filed the most recent VETS-4212 Report required by that clause.

NOTE: Offerors should address questions concerning VETS-4212 reporting and reporting requirements to the Office of Veterans Employment and Training Services offices at the following:
Telephone: (866)237-0275

Website: http://www.dol.gov/vets/vets4212.htm
Reporting Questions: VETS4212-customersupport@dol.gov
Reporting Verification: VETS4212-customersupport@dol.gov

FAR 52.223-1 BIOBASED PRODUCT CERTIFICATION (MAY 2012)

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

FAR 52.223-4 RECOVERED MATERIAL CERTIFICATION (MAY 2008)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

AGAR 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 237310 Highway, Street and Bridge Construction

Size Standard $39.5 Million

GOVERNMENT EMPLOYEES, FORMER USDA EMPLOYEES, AND USDA RETIREES

The offeror/quoter represents and certifies that—

a) It [ ] is, [ ] is not a current Federal government employee.

b) It [ ] is, [ ] is not a former USDA employee.

c) It [ ] is, [ ] is not a retired USDA employee. If retired, give date of retirement: _____.

d) It [ ] is, [ ] is not related by blood or marriage to a current Forest Service employee on the _____ National Forest. If so, list employee's name and location:_____.

e) It [ ] is, [ ] is not substantially owned or controlled by a former USDA employee or retiree.

UNIQUE ENTITY ID (UEI)

Quoter shall insert their UEI number: _____

SYSTEM FOR AWARD MANAGEMENT (SAM)

Are you registered in SAM and is your registration current?

[ ] Yes [ ] No

END OF ADDENDUM TO FAR 52.212-3

SUBMITTALS with your quote package (quote package is attached as a separate document)

Fill out and return pages 1-5 and 44-50 (if you have filled out info in SAM only fill out paragraph b1 and 2 in FAR 52.212-3 Representations and Certifications (see quoters package attached).

Pages 48-53 asks for the vendor to submit information to the Government. Please read and respond accordingly and appropriately to all the requests for documentation (see quoters package attached).

TECHNICAL EVALUATION QUESTIONNAIRE

CONTRACTOR'S PAST PERFORMANCE HISTORY

Provide a listing of your projects for the past three-year period which most closely relate to this type of work. Include the dates of performance, the agency or company name, the name and phone number of the contact person, the dollar value of the contract, the contract number, and the type of work performed. These firms may be contacted for references.

If you have failed to complete any project in the last three-year period, provide any information regarding the cause or remedy of that particular situation.

Note: Other forms and/or formats may be used which provide the required information.

Agency/Company			
Contact Name		Phone No.	
Dates of performance			
Contract Number			
Dollar Value			
Type of work performed			

Agency/Company			
Contact Name		Phone No.	
Dates of performance			
Contract Number			
Dollar Value			
Type of work performed			

Agency/Company			
Contact Name		Phone No.	
Dates of performance			
Contract Number			
Dollar Value			
Type of work performed			

Agency/Company			
Contact Name		Phone No.	
Dates of performance			
Contract Number			
Dollar Value			
Type of work performed			