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	b. TELEPHONE NO. *(No collect calls)*	8. OFFER DUE DATE/LOCAL TIME
	Bryce Kamerdula	541 408-4185	Open Continuous

9. ISSUED BY	CODE	10. THIS ACQUISITION IS	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS
Procurement & Property Services, **National Procurement Operations** **Stewardship & Disaster Recovery Branch** **1400 Independence Ave SW MS-1138** **Washington DC, 20250-1138**		☐ UNRESTRICTED ☒ SET ASIDE: 100 % FOR ☒ SMALL BUSINESS ☐ SMALL DISADV. BUSINESS ☐ 8(A) NAICS: 237310 SIZE STD:$39.5 million	☐☐ SEE SCHEDULE ☐ 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	16. ADMINISTERED BY	CODE
Stewardship & Disaster Recovery Branch		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
	42a. RECEIVED BY *(Print)*		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			
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.

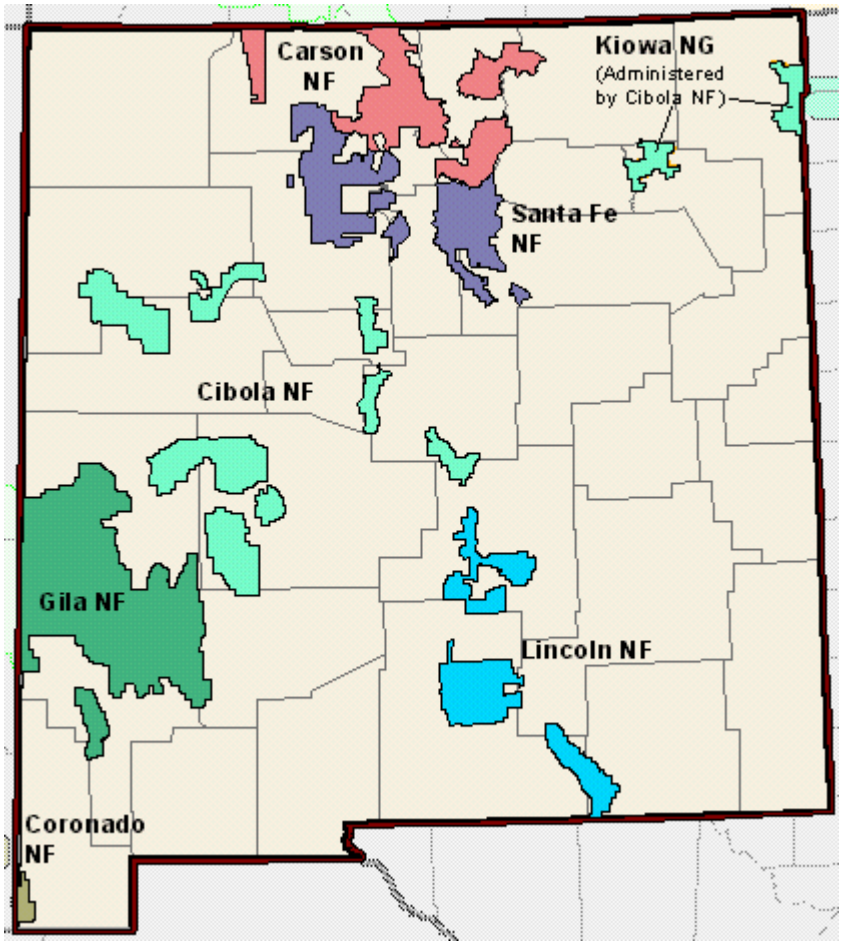
Based on the FAR clause 52.233-2 Affirmative Procurement of Biobased Products under Service and Construction Contracts, reporting of biobased product purchases is completed through a portal in the System for Award Management System. https://www.sam.gov. Contractors will report the category, product type 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 NG	
Zone 3 – Gila NF & Coronado NF	
Zone 4 – Lincoln NF	
Zone 5 – Santa Fe NF	



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			