

**SECTION B- SUPPLIES AND SERVICES AND PRICE/COST****B.1 PROPOSAL SCHEDULE**

In order to be considered responsive, a proposal must propose on all items in the quantities stated in the schedule.

**B.2 SCOPE OF WORK**

The USDA ARS requires that all labor, supervision, tools, and materials be provided to complete the Bldg. 8 HVAC Equipment Replacement and Interior Renovations Project at the USDA-ARS facilities in Stoneville, MS. All work shall be performed in accordance with the terms, conditions, drawings, and specifications contained in this document and related attachments.

**B.3 SCHEDULE OF ITEMS**

Base

<u>Item No.</u>	<u>Description</u>	<u>Price/Cost</u>
01	Replace HVAC Equipment for Bldg. 8	\$ _____
02	Bldg. 8 Interior Renovations	\$ _____

Add Alternate

<u>Item No.</u>	<u>Description</u>	<u>Price/Cost</u>
1001	Windows Installation	\$ _____

All for the Lump Sum: \$ \_\_\_\_\_

**B.4 Period of Performance**

120 calendar days after Notice to Proceed

**B.5 ADDITIONAL OFFER INFORMATION**

Proposal shall be received not later than August 06, 2021 at 2:00 p.m. Central. Proposal must be in writing and emailed to:

Nicholas D. Langley, Contract Specialist  
USDA, ARS, SEA AAO

Emailed to [Nicholas.Langley@usda.gov](mailto:Nicholas.Langley@usda.gov)

**PROPOSAL MUST BE ANNOTATED AS SUCH AND REFERENCE THE SOLICITATION NUMBER. Please include a detailed breakdown of price with various cost elements (e.g. materials, sub-costs, bonding, insurance, etc.). Additional proposal submission requirements can be found in Section L & Section M.**

**SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT****C.1 STATEMENT OF WORK/SPECIFICATIONS (AGAR 452.211-72) (FEB 1988)**

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications referenced in Section J.

(End of Clause)

**C.2 ATTACHMENTS TO STATEMENT OF WORK/SPECIFICATIONS (AGAR 452.211-73) (FEB 1988)**

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

(End of Clause)

**C.3 BONDING**

Offer Guarantee: An offer guarantee is required in an amount not less than 20 percent of the proposed price but shall not exceed \$3,000,000 (for proposals of \$35,000 or more). Failure to furnish the required offer guarantee in the proper form and amount, by the time set for opening of proposals, shall require rejection of the proposal in all cases except those listed in Federal Acquisition Regulation (FAR) 28.101-4. Bid Bonds must be provided using Standard Form 24 (see FAR 28.106-1) electronic versions of Offer Guarantee will be accepted. Individual sureties have to be acceptable to the Contracting Officer (see FAR 28.203) and be accompanied by Standard Form 28 Affidavit of Individual Surety. Other forms of offer security are acceptable as denoted in solicitation provision FAR Part 28.203-2. The cost of Offer Guarantees will not be reimbursed.

After award, in accordance with Contract Clause 52.228-15, and FAR 28.102, Contractors are reminded that any amount awarded over \$35,000.00 shall require a Payment Bond (SF 25A), and awards exceeding \$150,000.00 shall require both Payment and Performance Bonds (SF 25). Payment and Performance bonds are due no later than 10 days after notification of award.

**C.4 BIOBASED PRODUCTS REQUIREMENTS**

This procurement requires the use of biobased products to the extent that such products are reasonably available, meet agency or relevant industry performance standards, and are reasonably priced. Where available, these products should first be acquired from among qualified products that fall under the umbrella of items designated through the USDA BioPreferred SM Program

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

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 minor construction contract for which biobased products are available and the designated biobased content. 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.

- Adhesive and Mastic Removers – 58 percent
- Asphalt and Tar Removers - 80 percent
- Asphalt Restorers – 68 percent
- Carpet – 7 percent
- Carpet and Upholstery Cleaners – 54 percent and Spot Removers – 7 percent
- Composite Panels – Acoustical – 37 percent; Interior Panels – 55 percent; Plastic Lumber – 23 percent; Structural Interior Panels – 89 percent; Structural Wall Panels – 94 percent and Countertops and Solid Surface - 89 percent
- Concrete and Asphalt Cleaners – 70 percent
- Concrete and Asphalt Release Fluids – 87 percent
- Dust Suppressants – 85 percent
- Erosion Control Materials – 77 percent
- Floor Coverings (Non Carpet) – 91 percent
- General Purpose Cleaners - 54 percent
- Hand Soaps and Cleaners – 64 percent
- Industrial Cleaners – 41 percent
- Insulating Foam – 7 percent
- Leather, Vinyl, and Rubber Care Products – 55 percent
- Paint- Interior Paints and Coatings, Latex – 20 percent and Oil-based – 67 percent
- Paint Removers – 41 percent
- Roof Coatings – 20 percent
- Wastewater Systems Coatings – 47 percent
- Water Tank Coatings – 59 percent
- Wood and Concrete Sealers – Membrane Concrete Sealers- 11 percent and Penetrating Liquids – 79 percent
- Wood and Concrete Stains – 39 percent

Reporting is required by Sections 9002 of the Food Conservation and Energy Act of 2008 and the Agricultural Act of 2014. The Contractor shall provide quantities, product types and dollar value of any USDA-designated biobased product purchased by the Contractor. This important data shall be submitted to the COR for the current quarter and current contract year. A brief explanation shall include the methodology used to calculate the dollar value of USDA-designated products used or supplied.

The Contractor should also note that USDA-designated biobased products are available for purchase through the AbilityOne Program (formerly known as the Javits- Wagner-O’Day (JWOD) Program). Under this program, members of organizations including the National Industries for the Blind (NIB) and the National Institute for the Severely Disabled (SourceAmerica) offer products and services that are mandatory by Federal agencies. A search of the AbilityOne Program’s online catalog ([www.ability.gov](http://www.ability.gov)) indicated biobased products that include but are not limited to: cleaners (glass, hand, and multipurpose), graffiti removers, and sorbents.

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

**C.5 PERMITS AND LICENSES**

Pursuant to FAR 52.236-7 Permits and Responsibilities, the Contractor shall obtain all required permits, licenses, and authorizations to perform work under this contract and comply with all the applicable Federal, state, and local laws and regulations.

**C.6 DIRECTIVES, INSTRUCTIONS AND REFERENCES**

Only the Contracting Officer shall issue directives/instructions defining the roles and responsibilities and appointment of a Contracting Officer Representative (COR); Location Monitor (LM); Project Manager (PM); Occupational Health & Safety Manager and/or any other functional appointment as deemed necessary for the scope of work.

**C.7 WORK MANAGEMENT/EMPLOYEE REQUIREMENTS**

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

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

**C.8 SERVICE INTERRUPTIONS/UTILITY OUTAGES**

If any utilities or other services must be discontinued (even temporarily) due to scheduled contract work, the Contractor shall notify the Contracting Officer Representative ten calendar days in advance to allow notification of affected tenants and customers. If the discontinued service is due to an emergency breakdown the Contractor shall notify the Contracting Officer Representative as soon as practicable.

At a minimum, include the location of the outage, utilities being affected, duration of outage and any necessary sketches. Once approved, and prior to beginning work on the utility system requiring shut down, attend a pre-outage coordination meeting with the Contracting Officer to review the scope of work and the lock-out/tag-out procedures for worker protection. No work will be performed on energized electrical circuits unless proof is provided that no other means exist.

**C.9 OSHA**

Contractor must maintain a workplace and ensure that workplace conditions conform to applicable OSHA standards.

**C.10 EMPLOYEE CONDUCT/REMOVAL OF EMPLOYEES**

Contractor employees and Subcontractor employees shall conduct themselves in a proper, efficient, courteous, and businesslike manner.

The Contractor shall remove from the site any individual whose continued employment is deemed by the Contracting Officer to be contrary to the public interest or inconsistent with the best interests of USDA ARS.

**SECTION D - PACKAGING AND MARKING****D.1 (FOR THIS SOLICITATION, THERE ARE NO CLAUSES IN THIS SECTION).****SECTION E - INSPECTION AND ACCEPTANCE****E.1 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)**

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

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

NUMBER	TITLE	DATE
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996

**E.2 INSPECTION AND ACCEPTANCE (AGAR 452.246-70) (FEB 1988)**

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

**USDA ARS Jamie Whitten Delta States Research Center (JWDSRC)  
141 Experiment Station Road  
Stoneville, MS 38776**

Acceptance will be performed at: See (b) above.

(End of Clause)

**E.3 FINAL INSPECTION**

- (a) A final inspection shall be made only when all the materials have been furnished, all the work has been performed, and all the construction provided for by the contract has been completed in accordance with the terms, conditions, specifications, and drawings set forth in this contract. If, upon examination by the Contracting Officer, his/her designated representative, and Government inspection personnel, the project is determined not sufficiently completed to have warranted a final inspection, the Contractor may be held financially liable for any additional cost of re-inspection when material and workmanship are not ready at the time specified by the Government for project inspection.
- (b) Contractor shall give the Contracting Officer **ten (10) calendar days** advance notice, in writing, of the date the work will be fully completed and ready for final inspection.
- (c) The Contracting Officer will notify the Contractor of any discrepancies and/or omissions noted at the final inspection by providing a "punchlist" as to the discrepancies/omissions, replacement of materials and performance or re-performance of any unsatisfactory work necessary for final acceptance. This notification shall not in any way be deemed an extension of the contract completion date. If all construction required by the contract is found completed and all contractual documents (i.e. payrolls, shop/as-builts/red-line

drawings, release from claims, etc.) have been submitted, the Contracting Officer shall notify the Contractor of such in writing by processing the final payment for the project.

- (d) Acceptance shall be final and conclusive, except for latent defects, fraud, or such gross mistakes as may amount to fraud, or regarding the Government's right under any warranty or guarantee.

#### **E.4 FINAL ACCEPTANCE**

Upon written notification that all deficiencies identified during the final inspection have been corrected, the Contracting Officer will schedule a final acceptance inspection of the work. If all construction required by the contract is determined to be complete and all requisite contract deliverables (e.g., certified payroll records, as-built drawings, warranty documents, etc.) have been submitted and approved by the Government, the Contracting Officer shall notify the Contractor in writing of such acceptance. 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.

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

#### **F.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

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

NUMBER	TITLE	DATE
52.236-15	Schedules for Construction Contracts	APR 1984
52.242-14	Suspension of Work	APR 1984

#### **F.2 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (FAR 52.211-10) (APR 1984)**

The Contractor shall be required to:

- (a) commence work under this contract within fourteen **14** calendar days after the date the Contractor receives the notice to proceed,
- (b) prosecute the work diligently, and
- (c) complete the entire work ready for use not later than **120** calendar days after receipt of the notice to proceed. The time stated for completion shall include final cleanup of the premises.

(End of Clause)

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE**

The Contracting Officer shall designate the Contracting Officer's Representative (COR) at the time of contract award. The Contractor will be notified by letter of the name and duties of the COR.

**G.2 CONTRACT CLOSEOUT**

- (a) Closeout Procedures:
  - (1) Comply with provisions in conditions of Solicitation/Contract Agreement relating to submittals prior to substantial completion, or Owner's use of completed portions of work.
  - (2) Provide submittals required by governing authorities.
- (b) Cleaning:
  - (1) Execute cleaning during progress of work and at completion of work.
  - (2) Reference other specification sections for additional specific work.
  - (3) Maintain premises and public properties free from accumulations of waste, debris, and rubbish caused by operations.
  - (4) At completion of work, remove waste materials, rubbish, tools, equipment, machinery, and surplus materials:
    - a. Clean all sight-exposed surfaces.
    - b. Leave project clean and ready for occupancy or use.
    - c. All floors are to be broom and wet-mop cleaned.
  - (5) Areas disturbed during construction operations shall be restored generally to match conditions existing prior to start of work.
- (c) Project Record Drawings:
  - (1) Maintain documents in clean, dry, legible condition.
  - (2) Make documents available at all times for inspection by COR, CO, and other individuals as may be designated by the CO.
  - (3) Label each document "Project Record."
  - (4) Keep record documents current.
  - (5) Do not conceal work until required information has been recorded.
  - (6) At completion of work, and before final acceptance, submit as-built drawings in accordance with special contract requirements.
- (d) Operating and Maintenance Manuals:
  - (1) System Demonstration
    - a. Prior to final inspection demonstrate operation of each system to the COR, CO, and other individuals as may be designated by the CO.
    - b. Instruct designated Government personnel in operation, adjustment, and maintenance of equipment and systems, using the operation and maintenance data as the basis of instruction.
  - (2) Warranties and Bonds:
    - a. Submit warranties and maintenance bonds prior to final application for payment.
      - 1. Submit within ten days after date of substantial completion.
      - 2. For items of work delayed materially beyond date of substantial completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

**G.3 AS-BUILT DRAWINGS**

On completion of work, one set of paper specifications and one print and one plastic reproducible of each of the contract drawings accompanying those specifications shall be neatly and clearly marked in red to show all variations between the construction actually provided and that indicated or specified and delivered to the CO. Where a choice of materials and/or methods is permitted, the as-built drawings shall define the construction actually provided. Representation of such variation shall conform to standard drafting practice and include such supplementary notes, legends and details as may be necessary. The contractor shall stamp the term RECORD DOCUMENTS, date and sign all plastic reproducible, drawings and volumes of marked specifications. Legibility and clear portrayal of the as-built construction and marked prints shall be subject to approval by the Contracting Officer with the recommended approval of the Area Office Engineer.

**G.4 RELEASE FROM CLAIMS**

The Contractor shall complete and submit a release of all claims against the Government arising under and by virtue of the purchase order, similar to the following with the final invoice/billing request:

For and in consideration for the receipt of final payment in the amount of \$ \_\_\_\_\_ under and pursuant to Purchase Order No. \_\_\_\_\_, the undersigned hereby releases the Government from any and all obligations whatsoever arising under said purchase order.

\_\_\_\_\_  
Name, Title, and Signature of Contractor

\_\_\_\_\_  
DATE

**G.5 SUPPLEMENT TO CHANGES CLAUSE**

The provisions of the Changes Clause (FAR 52.243-4), as applicable, are supplemented as follows:

- a) The contractor shall provide an itemized breakdown or take-off for all charges involving an increase or decrease in the contract price. The proposal shall be in sufficient detail that will enable the Government to determine the reasonableness of the contractor's and subcontractor's cost to do the change. As a minimum, the following shall be shown:
  1. Material quantities and unit prices;
  2. Labor costs (broken down by trades, hours worked, and hourly rate);
  3. Labor burden (Fringe Benefits, Workmen's Compensation, and Public Liability Insurance);
  4. Overhead;
  5. Profit;
  6. FICA, and FUTA employment taxes; and
  7. Sales tax (if any).
- b) On proposals offering a credit for work omitted, deductions for overhead and profit shall also be shown.
- c) If the proposed change will result in an increase or decrease in the contract performance period, the contractor shall state the exact number of days involved. If the proposed change is approved and the Government agrees with the increase or decrease in completion time, the completion date will become a part of the contract modification.
- d) Following (G.6) is a sample format for showing related costs as a result of a change order. A similar sheet shall accompany each written detailed cost breakdown. The sample format is self-explanatory and clearly shows the method for computing overhead, profit, and other items on proposed changes.



**G.6 SUMMARY SHEET FORMAT**

DATE  
 PROJECT  
 LOCATION  
 CONTRACT NUMBER  
 CONTRACTOR  
 CHANGE ORDER NO. \_\_\_\_\_ DESCRIPTION

PRIME CONTRACTOR'S WORK

1. Direct Materials		\$
2. Sales Tax on Materials	_____ % of line 1	\$
3. Direct Labor		\$
4. Insurance, Taxes, and Fringe Benefits	_____ % of line 3	\$
5. Rental Equipment		\$
6. Sales Tax - Rental Equipment	_____ % of line 5	\$
7. SUBTOTAL (lines 1-6)		\$
8. Overhead	_____ % of line 7	\$
9. SUBTOTAL (add lines 7-8)		\$

SUBCONTRACTOR'S WORK

10. Direct Materials		\$
11. Sales Tax on Materials	_____ % of line 10	\$
12. Direct Labor		\$
13. Insurance, Taxes, and Fringe Benefits	_____ % of line 12	\$
14. Rental Equipment		\$
15. Sales Tax - Rental Equipment	_____ % of line 14	\$
16. SUBTOTAL (lines 10-15)		\$
17. Overhead	_____ % of line 16	\$
18. SUBTOTAL (add lines 16-17)		\$
19. Profit	_____ % of line 18	\$
20. SUBTOTAL (add lines 18-19)		\$

SUMMARY

21. Primes Work (from line 9)		\$
22. Subs Work (from line 20)		\$
23. SUBTOTAL (add lines 21-22)		\$
24. Primes Overhead on Sub	_____ % of line 16	\$
25. Primes Profit	_____ % of line 16	\$
26. SUBTOTAL (add lines 23-25)		\$
27. Primes Bond Premium	_____ % of line 26	\$
28. TOTAL Cost		\$

Estimated time extension (if any and justification):

Signature and Title of Preparer

Date

**NOTE: THE CUMULATIVE TOTAL FOR OVERHEAD AND PROFIT OF ALL SUBCONTRACTORS AND THE PRIME CONTRACTOR SHALL NOT EXCEED 30 PERCENT. FOR PRIME CONTRACTORS WORK ONLY, THE CUMULATIVE TOTAL FOR OVERHEAD AND PROFIT SHALL NOT EXCEED 20 %.**

## **G.7 INVOICE PREPARATION AND SUBMISSION**

Based upon acceptance of required contract deliverables, the contractor shall submit an original invoice and one copy to the following address:

USDA ARS SEA AAO  
ATTN: Nicholas D. Langley  
Email: [Nicholas.Langley@usda.gov](mailto:Nicholas.Langley@usda.gov)

The contractor shall include the following information on each invoice in order to be considered a proper invoice:

1. Name and address of contractor.
2. Invoice number and Invoice date.
3. Contract number.
4. Description of work and period of performance.
5. Name, title, phone number, and complete mailing address of official to whom payment is to be sent.
6. Name, title, phone number, and complete mailing address of person to notify in the event of a defective invoice.
7. Taxpayer Identification Number (TIN) and DUNS Number.
8. Invoices must be submitted with ARS-371 and ARS-372, along with certified payroll records, Contractor certification, and updated CPM Schedule.

Once the paper invoice has been approved by the Contracting Officer, the Contractor shall submit the invoice electronically through the U.S. Department of Treasury Invoice Processing Platform (IPP) at [www.ipp.gov](http://www.ipp.gov). This is a mandatory requirement.

## **G.8 Contractor Performance Information and Contractor Performance Assessment Reporting System (CPARS) (FAR 42.1502)**

(a) General. Past performance evaluations shall be prepared at least annually and at the time the work under a contract or order is completed. Past performance evaluations are required for contracts and orders as specified in paragraphs (b) through (f) of this section, including contracts and orders performed outside the United States. These evaluations are generally for the entity, division, or unit that performed the contract or order. Past performance information shall be entered into CPARS, the Government wide evaluation reporting tool for all past performance reports on contracts and orders. Instructions for submitting evaluations into CPARS are available at <http://www.cpars.gov/>

(b) Past performance evaluations shall be prepared for each construction contract of \$700,000 or more, and for each construction contract terminated for default regardless of contract value. Past performance evaluations may also be prepared for construction contracts below \$700,000.

**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 INSURANCE COVERAGE-ALT 1 (AGAR 452.228-71) (NOV 1996)**

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

- (a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.
- (b) General Liability.
  - (1) The Contractor shall have bodily injury liability coverage written on a comprehensive form of policy of at least \$500,000 per occurrence.
  - (2) The Contractor shall have property damage liability insurance shall be required in the amount of \$1.0 million per occurrence.
- (c) Automobile Liability. The Contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the con contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage or loss.
- (d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger injury. Coverage for passenger injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of Clause)

**H.2 PROHIBITION AGAINST THE USE OF LEAD-BASED PAINT (AGAR 452.236-71) (NOV 1996)**

Neither the Contractor nor any subcontractor performing under this contract shall use paints containing more than 0.06 of 1 percent lead by weight (calculated as lead metal) in the total nonvolatile content of the paint, or the equivalent measure of lead in the dried film of paint already applied, or both.

(End of Clause)

**H.3 USE OF PREMISES (AGAR 452.236-72) (NOV 1996)**

Before any camp, quarry, borrow pit, storage, detour, or bypass site, other than shown on the drawings, is opened or operated on USDA land or lands administered by the USDA, the Contractor shall obtain written permission from the Contracting Officer. A camp is interpreted to include the campsite or trailer parking area of any employee working on the project for the Contractor.

Unless accepted elsewhere in the contract, the Contractor shall (i) provide and maintain sanitation facilities for the workforce at the site and (ii) dispose of solid waste in accordance with applicable Federal, State and local regulations.

(End of Clause)

**H.4 ARCHAEOLOGICAL OR HISTORIC SITES (AGAR 452.236-73) (FEB 1988)**

If a previously unidentified archaeological or historic site(s) is encountered, the Contractor shall discontinue work in the general area of the site(s) and notify the Contracting Officer immediately.

(End of Clause)

**H.5 CONTROL OF EROSION, SEDIMENTATION AND POLLUTION (AGAR 452.236-74) (NOV 1996)**

- (a) Operations shall be scheduled and conducted to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, and impoundments (lakes, reservoirs, etc.)
- (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, and 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) Mechanized equipment shall not be operated in flowing streams without written approval by the Contracting Officer.

(End of Clause)

**H.6 MAXIMUM WORKWEEK - CONSTRUCTION SCHEDULE (AGAR 452.236-75) (NOV 1996)**

Within 10 (ten) calendar days after receipt of a written request from the Contracting Officer, the Contractor must submit the following information in writing for approval:

A schedule as required by FAR clause 52.236-15, "Schedules for Construction Contracts" and

The hours (including the daily starting and stopping times) and days of the week the Contractor proposes to carry out the work.

The maximum workweek that will be approved is 8:00 a.m. to 4:30 p.m., Mon. thru Fri., excluding Federal holidays.

**MAXIMUM WORKWEEK - CONSTRUCTION SCHEDULE (SUPPLEMENT)**

The following applies to all work performed on Government-owned property:

(a) Listed below are official Government holidays:

New Year's Day	January 1*
Martin L. King Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4*
Labor Day	First Monday in September
Columbus Day	Second Monday in October

Veterans Day	November 11*
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25*
Inauguration Day	January 20* (for Washington D.C. Metropolitan Area (WDCMA))

If a Sunday, the next succeeding day is selected.

\*In accordance with Federal regulations, if these holidays fall on a Saturday, the holiday will be observed on Friday, if Sunday, holiday will be observed on Monday.

The contractor will be required to follow Government procedures for any unscheduled shut down of the Government installation due to weather conditions, security, Government identified emergency health and safety evacuation, etc.

(b) SEVERE WEATHER WARNING REQUIREMENTS: When a severe weather warning has been issued for the area in which construction is being performed, the contractor shall immediately take action to tie down, or otherwise secure structures, materials, and equipment on the job site that could become airborne as a result of strong winds, thunderstorms, rain or other weather related conditions, including protection from extreme or extended periods of cold or heat. These requirements are applicable 24 hours a day, 7 days a week.

(c) WORK OUTSIDE REGULAR HOURS: If the contractor desires to work outside regular hours, or on Saturday, Sunday, or Federal legal holidays, he shall submit a written request to the CO/COR 5 working days in advance to allow ample time for approval or disapproval and to enable satisfactory arrangements to be made for security, safety, and inspecting the work progress.

In cases where the contractor receives approval to work outside of normal working hours for his convenience, cost incurred by the contractor for overtime and additional cost incurred by the Government for services including inspection costs shall be borne by the contractor.

(End of Clause)

#### **H.7 SAMPLES AND CERTIFICATES (AGAR 452.236-76) (FEB 1988)**

When required by the specifications or the Contracting Officer, samples, certificates, and test data shall be submitted after award of the contract, prepaid, in time for proper action by the Contracting Officer or his/her designated representative. Certificates and test data shall be submitted in triplicate to show compliance of materials and construction specified in the contract performance requirements.

Samples shall be submitted in duplicate by the Contractor, except as otherwise specified, to show compliance with the contract requirements. Materials or equipment for which samples, certifications or test data are required shall not be used in the work until approved in writing by the Contracting Officer.

(End of Clause)

#### **H.8 KEY PERSONNEL (AGAR 452.237-74) (FEB 1988)**

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

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall

notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

(End of Clause)

## **H.9 SUBMITTALS AND SHOP DRAWINGS**

- a. The Contractor shall submit for approval, two (2) copies (minimally) of shop drawings of all manufactured products required in the construction for which such drawings are required. When approved, the Government will forward one set to the Contracting Officer's Representative (COR), one set to the Construction Manager (CM), and one set to the Contractor. If the Contractor requires more than one approved set, additional copies of this document must be forwarded in the number needed.
- b. Shop drawings and submittals shall be marked with the Purchase Order Number, Project Description, Name of the Contractor, and accompanied by a letter of transmittal. If the shop drawings show variations from the purchase order requirements because of standard shop practice or other reasons, the Contractor shall make specific mention of such variations in his/her letter of transmittal or directly on the drawing/submittal.
- c. Approval of shop drawings will be general and will not relieve the Contractor of the responsibility of furnishing material and work required by the purchase order.
- d. Shop drawings shall be submitted for approval in ample time to permit checking of the drawings, allow the Contractor to make any corrections and resubmit drawings prior to the time construction is started on work covered by any drawings.
- e. Non-approval of equipment due to failure to meet specifications or non-approval of the Contractor's drawings due to submission of incomplete or incorrect information shall not be considered as a basis for extension of time for completion of the purchase order.
- f. The quantity of shop drawings required may be subject to change due to construction management surveillance needs and/or the complexity of the project. Quantities of shop drawings and submittals will be finalized at the preconstruction conference.

## **H.10 CHANGE ORDERS OVER \$3,000**

The Contractor shall submit a written statement to the Contracting Officer of the monetary extent of a claim for equitable adjustment with each proposal involving an increase or decrease in the purchase order price for any change order. Submit an itemized cost breakdown to show all increases or decreases in order for the Government to properly evaluate the reasonableness of all items. At a minimum, submit the following:

- a. Material quantities and unit costs
- b. Labor costs broken down by trades, hours to be worked, and hourly rates
- c. Rental or operation cost of construction equipment used exclusively on work involved in the change
- d. Labor burden (i.e., fringe benefits, Workers Compensation, Insurance, etc.)
- e. Overhead
- f. Profit

- g. FICA and FUTA taxes
- h. Sales tax (if any)

#### **H.11 CONSTRUCTION PROGRESS AND PAYMENT SCHEDULE**

Within 14 (fourteen) calendar days after the date of receipt of Notice of Award, the Contractor shall prepare and submit to the Contracting Officer for approval and signature, an original and two copies (with original signatures by the Contractor) of ARS Form 371, "Construction Progress and Payment Schedule." This form, in conjunction with ARS Form 372, "Contractor's Request for Payment Transmittal" (or an acceptable facsimile), will be the basis for partial payments to the Contractor. The values employed in making the schedule will be used only for determining partial payments and will not be considered as fixing a basis for additions to or deductions from the purchase order. Upon the Contracting Officer's approval and signature, a copy of the Form 371 (with original signatures) will be given to the Contractor. A blank copy of both the ARS-371 and ARS-372 will be provided to the Contractor with the Notice of Award. No work may be performed onsite unless and until the ARS Form 371 has been approved by the Contracting Officer. The ARS Form 371 is required even though progress or partial payments would not be requested by the Cooperator. The need by a Contractor for partial or progress payments, when authorized by the terms of this document, will not be treated as a handicap in making a purchase order award.

#### **H.12 INVOICES**

Invoices shall be submitted in an original and one (1) copy to the attention of the Contracting Officer Representative who will forward them to the Contracting Officer. Invoices shall contain, at a minimum, the name of the Company; Purchase Order Number; description of services, price for such services actually rendered; shipping and payment terms; and name (where practicable), title, phone number and complete mailing address of responsible official to whom payment is to be sent. In order for invoices to be processed, certified payroll records must have been received by the Contracting Officer for the period being invoiced. **NO INVOICES WILL BE PROCESSED UNLESS CURRENT CERTIFIED PAYROLL RECORDS ARE ON FILE WITH THE CONTRACTING OFFICER IN ACCORDANCE WITH THE DAVIS-BACON ACT.** All invoices will be returned to the Contractor without payment action until payroll records are received by the Contracting Officer. The final invoice shall include a Release of Claims Form as shown in Section G.4 of the contract.

#### **H.13 AS-BUILT DRAWINGS AND OPERATIONS AND MAINTENANCE MANUALS**

Upon completion of the Contract, the Contractor shall submit to the Contracting Officer two (2) sets of neatly marked (in red) and labeled "As-Built" drawings and shall also submit three (3) copies of each Operations and Maintenance Manuals for any and all equipment furnished and/or installed by the Contractor under this contract. Final payment shall not be made unless and until such documentation is received and accepted by the Contracting Officer.

#### **H.14 UTILITIES OUTAGE**

Any interruption of utilities or services that would interfere with the operation of the facility will be permitted only with prior written approval from the Contracting Officer. Any utilities or service connections made at other than normal working hours will be at no additional cost to the Government. Permission to make such an interruption shall be requested in writing to the Contracting Officer, at least **three (3) days prior** to the day of interruption. Failure by the Contractor to comply with this requirement will cause the Contractor to be subject to liability for actual damages.

**H.15 LIST OF MATERIALS**

- (a) The Contractor shall submit for approval a complete list, in duplicate, of brands, type, and make of various equipment and materials proposed to be used. If the Contractor fails to submit such a list, or names of equipment which does not comply with the specifications, or if the manufacturers named are unsatisfactory, the Government reserves the right to reject same and to select satisfactory substitute materials. This selection shall be final and finding upon the Contractor, and the work shall be installed on this basis without change in contract price.
- (b) In order to properly identify and to prove compliance with the requirements of the specifications, the Contractor shall give the following data for each product included in the list of materials.

Section heading of the specifications under which material is specified.

Manufacturer's name and address.

Grade, type, trade, or catalog number.

Size, capacity, and other pertinent data.

- (c) All materials, fixtures, and equipment furnished and installed under this contract shall be new and of the best quality; shall be standard cataloged products or reputable manufacturers products or of special manufacture, satisfying completely the contract requirements.
- (d) Similar items, unless otherwise specified herein or approved by the Contracting Officer, shall be the product of the same manufacturer, and those fulfilling the same requirements as to size and construction shall be identical.
- (e) Substitutions and/or Approved Equal: Where particular make, brand or type of material or equipment is mentioned in these specifications, it is to denote quality standard of article desired, but does not restrict contractor to brand specified; however, any substitution must be met with approval of the Contracting Officer. Other products comparable in type, quality, utility, and price are acceptable if approved by the Contracting Officer. Burden of proof of equality shall rest with the Contractor. The Contracting Officer shall be sole judge of paralleled quality.

**H.16 COOPERATION WITH OTHER CONTRACTORS**

During the period of construction for the work covered by this contract, other contractors performing work for the Government may be operating concurrently at the site. To minimize interference and delay to the construction progress of all concerned, all contractors shall cooperate with each other and coordinate their construction operations to the fullest extent. As far as practicable, all contractors performing work for the Government at the site shall have equal rights to the use of all referenced facilities. In a dispute regarding the use of such facilities, the matter shall be referred to the Contracting Officer.

**H.17 PROPERTY DAMAGE LIABILITY INSURANCE**

The Contractor shall ensure that the property damage liability insurance policy (or rider) required by FAR 52.228-5, Insurance—Work on a Government Installation, is in full compliance with all the terms and conditions of this contract. The policy shall not contain any exclusions or exceptions that would limit or adversely affect the Government's rights and remedies under any other clause in this contract or other Federal regulation or law. Should there be any exclusions or exceptions contained in the policy that limits or adversely affects the Government's rights, the Contractor shall be responsible for the full amount of any damages that occur to the immediate facilities, adjacent facilities/property, and other Government property under the control of the Contractor due to fraud, negligence, vandalism, willful misconduct, or violation of Federal, state, or local safety regulations, building codes and laws. The Contractor shall have full responsibility and is liable for these facilities and properties until the Government has accepted the contract as being completed in full and a release from



claims has been received from the Contractor.

For those areas where the Government has taken "beneficial occupancy" prior to completion and acceptance of the whole contract, the contractor shall not be responsible for those specific areas under Government control, except in such instances where damage occurs to those areas as a result of negligence, fraud, vandalism, willful misconduct, or violation of Federal, state, or local safety regulations, building codes, or laws in those areas under the control of the Contractor.

This liability and responsibility includes the activities of all the Contractor's personnel, their subcontractors, and suppliers.

#### **H.18 SUBCONTRACTORS, OUTSIDE ASSOCIATES AND CONSULTANTS**

Any subcontractors, outside associates or consultants required by the Contractor in connection with the services covered by the contract will be limited to individuals or firms that were specifically identified at time of award or agreed upon during negotiations. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these individuals or firms.

#### **H.19 Energy Efficiency**

As required in clause 52.223-15 Energy Efficiency in Energy-Consuming Products, the contractor shall only provide products that earn the ENERGY STAR label and meet ENERGY STAR specifications for energy efficiency. The contractor is encouraged to visit <http://www.energystar.gov> for complete product specifications and updated lists of qualifying products."

End of this section

**PART II - CONTRACT CLAUSES****SECTION I – CONTRACT CLAUSES****I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

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

<b>CLAUSE</b>	<b>TITLE</b>	<b>DATE</b>
52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-7	Anti-Kickback Procedures	JUN 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	Limitations on Payments to Influence Certain Federal Transactions	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-14	Service Contract Reporting Requirements	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services or Provided by Kaspersky Lab and Other Covered Entities	JUL 2018
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	AUG 2020
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2020
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015
52.215-2	Audit and Records – Negotiation	JUN 2020
52.215-8	Order of Precedence-Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-12	Subcontract Certified Cost or Pricing Data	JUN 2020
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.219-6	Notice of Total Small Business Set-Aside	NOV 2020
52.219-8	Utilization of Small Business Concerns	OCT 2018

<b>CLAUSE</b>	<b>TITLE</b>	<b>DATE</b>
52.219-14	Limitations on Subcontracting (Deviation)	JUN 2020
52.219-28	Post-Award Small Business Program Representation	NOV 2020
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards – Overtime Compensation	MAY 2018
52.222-6	Construction Wage Rate Requirements	AUG 2018
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	AUG 2018
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-20	Contracts for Materials, Supplies, Articles and Equipment	JUN 2020
52.222-21	Prohibition of Segregated Facilities	APR 2015
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	FEB 1999
52.222-26	Equal Opportunity	SEP 2016
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	OCT 2020
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	NOV 2020
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-3	Hazardous Material Identification and Material Safety Data Alt. I	FEB 2021 JUL 1995
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting and Global Warming Potential Hydrofluorocarbons	JUN 2016
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners	JUN 2016
52.223-15	Energy Efficiency in Energy-Consuming Products	MAY 2020
52.223-17	Affirmative Procurement of EPA-designated Items in Service And Construction Contracts	AUG 2018
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	JUN 2020
52.223-20	Aerosols	JUN 2016
52.223-21	Foams	JUN 2016
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
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

<b>CLAUSE</b>	<b>TITLE</b>	<b>DATE</b>
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	FEB 2021
52.228-12	Prospective Subcontractors Requests for Bonds	MAY 2014
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.228-15	Performance and Payment Bonds-Construction	JUN 2020
52.229-3	Federal, State, and Local Taxes	FEB 2013
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	JUN 2020
	Alt. II	MAR 2000
52.232-17	Interest	MAY 2014
52.232-23	Assignment of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-33	Payment by Electronic Funds Transfer-System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	MAY 2014
	Alt. 1	DEC 1991
52.233-3	Protest after Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-1	Performance of Work by the Contractor	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	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
	Alt I	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Items	NOV 2020
52.246-21	Warranty of Construction	MAR-1994
52.248-3	Value Engineering-Construction	OCT 2020
52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 2012
	Alt. I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JUN 1991

**Note:** In addition to the requirements of FAR 52.223-2; The contractor shall report to the environmental point of contact, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the contractor during the previous fiscal year.

- The report must be submitted no later than October 31 of each year during contract performance and at the end of contract performance.
- The environmental point of contact for all USDA Agencies is:
  - Karen Zhang
  - [Karen.Zhang@dm.usda.gov](mailto:Karen.Zhang@dm.usda.gov)
  - Phone: 202-401-4747
- Biobased reporting shall be completed by following the instructions provided in the [System for Award Management \(SAM\)](#).

## **I.2 POSTAWARD CONFERENCE (AGAR 452.215-73) (NOV 1996)**

If a post award conference with the successful offeror is required. It will be scheduled after the date of contract award. The conference will be held either at the location of the work or via teleconference.

(End of Clause)

## **I.3 BUY AMERICAN - CONSTRUCTION MATERIALS (FAR 52.225-9) (FEB 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 item (as defined in paragraph (1) of the definition 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 item or to the construction materials or components listed by the Government as follows:

None [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

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

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

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

*[Include other applicable supporting information.]*

(End of clause)

**I.4 ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS (AGAR 452.209-71) (FEB 2012)**

(a) This award is subject to the provisions contained in sections 738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, P.L. No. 112-55, Division A, as amended and/or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it -

- (1) does not have a tax delinquency, meaning that it is not subject to 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) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal or State law within 24 months preceding the award, unless a suspending and debaring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, United States Department of Agriculture may terminate this contract for default and may recover any funds the awardee has received in violation of sections 738 or 739, as amended and/or subsequently enacted.

(End of Clause)

**I.5 SIZE STANDARD AND NAICS CODE INFORMATION (AGAR 452.219-70) (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):**

**NAICS Code: 236220**  
**Size Standard: \$39.5M**

(End of provision)



**I.6 REIMBURSEMENT FOR BOND PREMIUMS--FIXED-PRICE CONSTRUCTION CONTRACTS AGAR 452.232-70) (NOV 1996)**

The contract price includes the total amount for premiums that the contractor attributes to the furnishing of performance and payment bonds required by the contract. Reimbursement for bond premiums under the clause at FAR 52.232-5, Payments under Fixed-Price Construction Contracts, shall not cover any amount therefor not included in the contract price.

(End of Clause)

**I.7 ADDITIVE OR DEDUCTIVE ITEMS (AGAR 452.236-70) (FEB 1988)**

The low offeror for purposes of award shall be the conforming responsible offeror offering the low aggregate amount for the first or base item, plus or minus (in the order of priority listed in the schedule) those additive or deductive items providing the most features of the work within the funds determined by the government to be available before proposals are opened. If addition of another item in the listed order of priority would make the award exceed such funds for all offerors, it shall be skipped and the next subsequent additive item in a lower amount shall be added if award therein can be made within such funds. For example, when the amount available is \$100,000 and a offeror's base and four successive additives are \$85,000, \$10,000, \$8,000, \$6,000, and \$4,000, the aggregate amount of the proposal for purposes of award would be \$99,000 for the base plus the first and fourth additives, the second and third additives being skipped because of each of them would cause the aggregate proposal to exceed \$100,000. In any case all offerors shall be evaluated on the basis of the same additive or deductive items, determined as above provided. The listed order of priority need be followed only for determining the low offeror. After determination of the low offeror as stated, award in the best interests of the Government may be made on the selected first or base item and any combination of additive or deductive items for which funds are determined to be available at the time of the award, provided that award on such combination of items does not exceed the amount offered by any other conforming responsible offeror for the same combination of items.

(End of Clause)

**I.8 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND SURVEILLANCE SERVICES OR EQUIPMENT (FAR 52.204-24)(OCT 2020)**

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

(End of provision)

**I.9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS.  
(FAR 52.223-9)(MAY 2008)**

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

*Postconsumer material* means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall-

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to *the contracting officer*.

(End of clause)

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS****SECTION J – LIST OF ATTACHMENTS****J.1 LIST OF ATTACHMENTS**

<b><u>ATTACHMENT NO.</u></b>	<b><u>TITLE</u></b>
Attachment I	Final Specifications Bldg. 8 HVAC Equipment – Stoneville MS
Attachment II	Final Drawings Bldg. 8 HVAC Equipment – Stoneville MS
Attachment III	Final Specifications Bldg. 8 Interior Renovations – Stoneville MS
Attachment IV	Final Drawings Bldg. 8 Interior Renovations – Stoneville MS
Attachment V	Construction RFP Provisions (This Document)
Attachment VI	Construction Wage Determination – Washington County
Attachment VII	Certified Cost and Pricing Data Form – Blank
Attachment VIII	FAR 52.204-24 Declaration
Attachment IX	Past Performance Questionnaire (PPQ) – Blank

**PART IV – REPRESENTATION AND INSTRUCTIONS****SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS****K.1 PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)**

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

<https://www.acquisition.gov>

<b>CLAUSE</b>	<b>TITLE</b>	<b>DATE</b>
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEP 2007
52.203-18	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements – Representation	JAN 2017
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations Representation	NOV 2015
52.209-13	Violation of Arms Control Treaties or Agreements – Certification	FEB 2021
52.222-22	Previous Contracts and Compliance Reports	FEB 1999
52.222-38	Compliance with Veterans’ Employment Reporting Requirements	FEB 2016
52.223-4	Recovered Material Certification	MAY 2008
52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals - Representation	DEC 2016
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Deviation)	APR 2020
52.236-28	Preparation of Proposals-Construction	OCT 1997

**K.2 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8) (MAR 2020)**

(a)

- (1) The North American Industry classification System (NAICS) code for this acquisition is 236220.
- (2) The small business size standard is \$39.5M
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is N/A.

(b)

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

(i) Paragraph (d) applies.

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

(c)

- (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
    - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
    - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
    - (C) The solicitation is for utility services for which rates are set by law or regulation.
  - (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
  - (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements— Representation. This provision applies to all solicitations.
  - (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
  - (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
    - (A) Are not set aside for small business concerns;
    - (B) Exceed the simplified acquisition threshold; and
    - (C) Are for contracts that will be performed in the United States or its outlying areas.
  - (vi) 52.204-26, Covered Telecommunications Equipment or Services—Representation. This provision applies to all solicitations.
  - (vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.
  - (viii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
  - (ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
  - (x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
  - (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
  - (xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
    - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
    - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
    - (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
  - (xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
  - (xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
  - (xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

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

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

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

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

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

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

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

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA- Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this

solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

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

(End of Provision)

### 52.203-2 Certificate of Independent Price Determination.

Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision

\_\_\_\_\_ [*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization*];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

### FAR 52.204-20 Predecessor of Offeror (Aug 2020)

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

*Commercial and Government Entity (CAGE) code* means-

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or



(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

*Predecessor* means an entity that is replaced by a successor and includes any predecessors of the predecessor.

*Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it  is or  is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_\_ (or mark "Unknown").

Predecessor legal name: \_\_\_\_\_.

(Do not use a "doing business as" name).

(End of provision)

#### **COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES – REPRESENTATION (FAR 52.204-26)(OCT 2020)**

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) 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".

(c) (1) Representation. The Offeror represents that it  does,  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.

(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 any equipment, system, or service that uses covered telecommunications equipment or services.

(End of 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.

(End of provision)

**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 proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

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

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

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

(End of provision)

**FAR 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any 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.

(End of provision)

**Previous Contracts and Compliance Reports (FAR 52.222-22) (FEB 1999)**

The offeror represents that --

- (a) It  has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It  has,  has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

**K.3 BIOBASED PRODUCT CERTIFICATION (52.223-1) (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.

(End of provision)

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS****L.1 PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)**

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

<https://www.acquisition.gov>

CLAUSE	TITLE	DATE
52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.214-34	Submission of Offers in the English Language	APR 1991
52.214-35	Submission of Offers in U.S. Currency	APR 1991
52.215-1	Instructions to Offerors – Competitive Acquisition	JAN 2017
52.228-1	Bid Guarantee	SEP 1996
52.228-17	Individual Surety – Pledge of Assets (Bid Guarantee)	FEB 2021
52.232-13	Notice of Progress Payments	APR 1984

**L.2 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)**

The Government contemplates award of a firm-fixed-price contract resulting from this solicitation.

(End of Provision)

**L.3 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (FAR 52.222-23) (FEB 1999)**

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance requirement 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 in each trade	Goals for female participation in each trade
ALL	ALL
<b><u>26.5%</u></b>	<b><u>6.9%</u></b>

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 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 for 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) implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirement 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 Director, Office of Federal Contract Compliance Programs, 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.

(f) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is the City of Stoneville, County of Washington, and State of Mississippi.

(End of Provision)

#### **L.4 Notice of Buy American Act Requirement--Construction Materials (FAR 52.225-10) (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.

(End of provision)

**L.5 SERVICE OF PROTEST (FAR 52.233-2) (SEP 2006)**

(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 Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

**USDA ARS SEA AAO**  
**Nicholas Langley**  
**Nicholas.Langley@usda.gov**

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

(End of Provision)

**L.6 SITE VISIT (CONSTRUCTION) (FAR 52.236-27) (FEB 1995) (Alternate I - FEB 1995)**

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

(b) Organized site visits are anticipated to be scheduled for July 13 at 9:30 a.m. Central, July 14 at 1:30 p.m. Central and July 15 at 10:00 a.m. Central. The site visits will be held at the location at:

141 Experiment Station Road  
 Stoneville, MS 38776

Pre-registration to attend the site visit is required no later than July 12, 2021 at 2:00 p.m. Central. Pre-register by email notification to Nicholas Langley, [Nicholas.Langley@usda.gov](mailto:Nicholas.Langley@usda.gov). Provide names of personnel to be in attendance and the site visit date you plan to attend, limited to two individuals per firm and each firm may only attend one of the site visits. Please be prepared to wear a face mask and practice appropriate social distancing at the site visit.

(End of Provision)

**L.7 INQUIRIES (AGAR 452.204-70) (FEB 1988)**

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

(End of Provision)

**L.8 Additional Instructions to Offerors – Supplement to 52.215-1**

- (a) To be considered for award, proposals must be submitted by email to Nicholas Langley at [Nicholas.Langley@usda.gov](mailto:Nicholas.Langley@usda.gov). Any other method of submitting your proposal may result in your proposal not being considered.
- (b) Proposal submission must include:
- (1) Email proposal as described above.
  - (2) Completed SF1442 including pricing, signatures, DUNS. Supplemental document with detailed pricing information including cost elements, (e.g. equipment, labor, insurance, bonds, overhead, G&A, etc.) quantities, should also be submitted. Pricing should be submitted in a separate document (or section) of the proposal from submission of information in response to non-price evaluation factors.
  - (3) Acknowledgement of solicitation amendment(s).
  - (4) Offer guarantee as described in FAR 52.228-1. The SF24 should be the offer guarantee format that is used. An electronic version of a complete, executed offer guarantee is acceptable for proposal purposes.
  - (5) All information required for evaluation of non-price factors as provided in Section L
  - (6) Active registration at SAM.gov (required at proposal submission).
  - (7) Completed electronic annual representations and certifications at SAM.gov. See Section K, clause 52.204-8. (no submission required if reps and certs are completed at SAM.gov, the government will validate this is completed at time of proposal receipt).
  - (8) Completed FAR 52.204-24 Declaration (not required if SAM Record includes the updated FAR 52.204-26 representation (Oct. 2020))
  - (9) Completed Certified Cost and Pricing Data Form
- (c) In accordance with FAR 36.204, the magnitude of the construction requirement is between \$500,000 and \$1,000,000.
- (d) Site visit – see Section L.6, clause 52.236-27 for site visit dates and times, the site visit has been scheduled for July 13 at 9:30 a.m. Central, July 14 at 1:30 p.m. Central and July 15 at 10:00 a.m. Central. Attendance at a site visit is urged and expected for contractors interested in submitting a proposal. However, site visit attendance is not required to submit a proposal. Pre-registration to attend the site visit is required no later than July 12, 2021 at 2:00 p.m. Central. Pre-register by email notification to Nicholas Langley, [Nicholas.Langley@usda.gov](mailto:Nicholas.Langley@usda.gov). Provide names of personnel to be in attendance and the site visit date you plan to attend, limited to two individuals per firm and each firm may only attend one of the site visits. Please be prepared to wear a face mask and practice appropriate social distancing at the site visit.
- (e) All questions pertaining to this solicitation, including questions that arise during the site visit, must be submitted to [Nicholas.Langley@usda.gov](mailto:Nicholas.Langley@usda.gov) by July 21, 2021 at 2:00 p.m. Central. Questions that are not submitted in writing or that are not submitted by July 21, 2021 at 2:00 p.m. Central may not receive a response. Questions/answers



discussed at the site visit will not be binding on the resultant contract unless submitted in writing and incorporated into the solicitation by amendment.

- (f) The following will be made part of the contract upon award:

The contractor is required to submit copies of all payrolls. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. This information may be submitted in any form. The optional form WH-347 from the Department of Labor may be used and is available at: [http://www.dol.gov/library/forms/forms/ESA-WHD/Form\\_WH-347.pdf](http://www.dol.gov/library/forms/forms/ESA-WHD/Form_WH-347.pdf)

(End of provision)

## **Evaluation Factors**

### Factor 1 – Technical Approach/Capability

- (a) Submit a preliminary project schedule in graphical format. It should depict the proposed start dates, duration, and end tasks. Tasks which fall on the critical path should be highlighted. The offeror shall identify their approach to monitoring and maintaining the project schedule. The offeror must clearly and concisely demonstrate the following: understanding of the tasks involved in the project; the technical and institutional elements which must be addressed; proposed systems and major pieces of equipment; and any special issues or problems likely to be encountered. The offeror shall also describe how they will manage the project to minimize errors and omissions and ensure incorporation of Government comments, concerns, and feedback. Identification of USDA-designated biobased products to be acquired, used, and installed in the performance of construction should also be included.

### Factor 2 – Experience and Qualifications of Contractor and Key Personnel [and subcontractors if applicable]

- (a) Experience and qualifications of individuals and firm(s) that will perform the services as indicated in solicitation. Include all key individuals, and any other major subcontractors that you anticipate to provide support for this project. For each individual, list applicable education, certifications, licensing, training, and special qualifications. Identification of subcontractors must include the length of time you have worked with this subcontractor, and the location of the subcontractor.

### Factor 3 – Past Performance

- (a) Provide completed Past Performance Questionnaires (PPQs) from at least 3 previous projects that the offeror has performed within the previous 5 years. The projects should be similar to the requirements of this project in terms of type of work performed and level of complexity.
- i. The offeror shall complete the Page 1 of each PPQ and furnish the PPQ to clients. In turn, the client will evaluate the offeror by completing the Questionnaire and submitting the complete PPQ to the appropriate personnel designated on the form on or before the due date for this solicitation. The Government may consider questionnaires received after the due date of the solicitation but is not obligated to do so. The Government intends to confirm receipt of a completed PPQ via email within 5 business days to the client reference that submitted the PPQ. The Government will not communicate directly with offerors regarding the status of PPQs being submitted on their behalf. Offerors interested in the status of PPQs submitted on their behalf are to contact their client references directly. It is the offeror's responsibility to ensure that their references have been submitted PPQs by coordinating with their clients.

- ii. Contractor Performance Assessment Reporting System (CPARS) evaluations may be submitted by the offeror to satisfy the requirement to submit completed PPQs. Page 1 of this solicitation's Past Performance Questionnaire must be completed and submitted with each CPARS evaluation. The offeror is responsible for ensuring each CPARS evaluation submitted meets the criteria of "similar (in terms of type of work performed and level of complexity) contracts in which it has participated during the past 5 years."
  - iii. The Government will treat each client reference's response as Source Selection Sensitive in accordance with FAR 3.104. An Offeror will have the opportunity to respond to negative past performance information if the Offeror has not previously had an opportunity to respond to it.
  - iv. The Government reserves the right to contact references for verification or additional information.
  - v. The Government reserves the right to determine whether an example of past performance submitted by Past Performance Questionnaire is relevant to the requirement. If an example of past performance submitted by Past Performance Questionnaire is determined to be non-relevant, it will not be further evaluated for quality of performance.
- (b) The Government reserves the right to use past performance information obtained from sources other than those identified by the offeror, including but not limited to past performance information located in the Contractor Performance Assessment Reporting System (CPARS).
- (c) Offerors with no record of relevant past performance must submit a signed and dated statement to that effect.
- (d) Past performance is a measure of the degree to which an offeror satisfied its customers in the past, complied with contract schedule, and adherence to the contract specifications. Past performance is also a measure of the risk of performance associated with the offeror. The Government will assess the offeror's record of past performance on similar contracts as an indicator of success under this requirement.

(End of provision)

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

### **M.1. Evaluation and Award—Negotiated**

- (a) The government intends to award a contract without conducting discussions but reserves the right to conduct discussions as deemed necessary.
- (b) The Contracting Officer will screen proposals to identify and eliminate any proposals that are so incomplete as to preclude a meaningful evaluation of responsiveness of the non-price evaluation factors. The remaining proposals will be evaluated based upon price and the non-price evaluation factors provided in section L.
- (c) Proposals will be ranked according to price, from lowest to highest. The lowest priced proposal's non-price evaluation factors will be evaluated for technical acceptability. In the event the Government determines the lowest price offer to be unacceptable or non-responsive, the next lowest priced offeror will be evaluated.
- (d) Award shall be made to that responsible offeror whose proposal, conforming to this solicitation, is determined Lowest Priced Technically Acceptable, given the price and the non-price evaluation factors considered.

(End of provision)