

<b>REQUEST FOR QUOTATION</b> (THIS IS NOT AN ORDER)		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET ASIDE		PAGE 1 OF 1 PAGES
1. REQUEST NO. AG-4756-S-16-0005	2. DATE ISSUED 10/28/2015	3. REQUISITION/PURCHASE REQUEST NO. 776237	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
5a. ISSUED BY USDA FOREST SERVICE CHEROKEE NATIONAL FOREST 2800 NORTH OCOEE STREET CLEVELAND TN 37312			6. DELIVERY BY (Date) 365 Days After Award	
5b. FOR INFORMATION CALL: (No collect calls)			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
NAME NINA BARROW			9. DESTINATION a. NAME OF CONSIGNEE USDA FOREST SERVICE	
AREA CODE 423			b. STREET ADDRESS CHEROKEE NATIONAL FOREST 2800 NORTH OCOEE STREET	
TELEPHONE NUMBER 476-9706			c. CITY CLEVELAND	
8. TO: a. NAME			d. STATE TN	
b. COMPANY			e. ZIP CODE 37312	
c. STREET ADDRESS			f. ZIP CODE 37312	
d. CITY			e. ZIP CODE 37312	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 11/18/2015 1600 ET		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.		

11. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
001	Perform road grading and related activities on an as-needed, requirements basis for the South Zone of the Cherokee National Forest in Polk, Monroe and McMinn counties, TN.  DUNS #: _____  Registered in SAM? ___ yes ___ no Period of Performance: 01/05/2016 to 01/04/2017  Provide road grading for the North end of Cherokee NF  Delivery: 365 Days After Award				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations  are  are not attached

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE	
b. STREET ADDRESS					a. NAME (Type or print)	
c. COUNTY			c. TITLE (Type or print)		NUMBER	
d. CITY		e. STATE	f. ZIP CODE			

**PART I – THE SCHEDULE**  
**SECTION B - Supplies or Services and Prices/Costs Schedule of Items**

**Item 1:** Perform road grading and related activities on an “as-needed”, requirements basis on the North End of the Cherokee National Forest, Unaka Ranger District, in Cocke, Greene, Unicoi, and Washington counties, Tennessee.

ITEM	DESCRIPTION	UNIT	MM	ESTIMATED QTY	UNIT PRICE	TOTAL PRICE
1A	Road Grading (Roadbed)	Mile	AQ	25.0	\$	\$
1B	Road Grading (Ditching)	Mile	AQ	20.0	\$	\$
Total, Items 1A & 1B:						\$

**Item 2:** Perform road grading and related activities on an “as-needed”, requirements basis on the North End of the Cherokee National Forest, Watauga Ranger District, in Carter, Johnson, and Sullivan counties, Tennessee.

ITEM	DESCRIPTION	UNIT	MM	ESTIMATED QTY	UNIT PRICE	TOTAL PRICE
2A	Road Grading (Roadbed)	Mile	AQ	25.0	\$	\$
2B	Road Grading (Ditching)	Mile	AQ	20.0	\$	\$
Total, Items 2A & 2B:						\$

**GRAND TOTAL, ITEMS 1 AND 2: \$ \_\_\_\_\_**

**Note to Contractors:** Award will be made on an all-or-none basis. A complete quote package will consist of:

- SF-18 Cover Sheet (fill in blocks 13-16)
- Completed Section B – Schedule of Items with pricing entered
- Completed Section K – Representations and Certifications
- A narrative response to Section M – Evaluation Factors

Registration in the System for Award Management (SAM) is not required for submission of a quote; however registration must be completed within 5 days of notification of award. Registration is free at the website [www.sam.gov/](http://www.sam.gov/).

Submit quotation package by:

- Hard copy mail to the address in Block 5a of the SF-18 Cover Sheet
- Fax to 423-339-8635
- Email to [nbarrow@fs.fed.us](mailto:nbarrow@fs.fed.us)

## SECTION C - Description/Specifications/Statement of Work

### DIVISION 100 – GENERAL INFORMATION

#### 110 - SCOPE OF CONTRACT

Contractor shall furnish all equipment, labor, transportation, supervision, and other incidentals necessary to perform road grading and associated work as indicated on the Schedule of Items on an “As-Needed”, requirements basis in accordance with the specifications, terms and conditions as contained herein.

A requirements contract will be awarded from this solicitation. Estimated quantities (Miles) are shown on the Schedule of Items. These quantities are not a representation that the estimated quantities will be required or ordered or that conditions affecting requirements will be stable or normal. The estimates were obtained from records of previous requirements and consumption, projected need from work plans, or by other means, and are based on the most current information available. Actual miles to be graded will be based on prices submitted and funds available at times of need.

#### 120 – PLACEMENT OF ORDERS

The Ordering Office is Cherokee National Forest, 2800 N. Ocoee Street, Cleveland, Tennessee 37312. No oral or telecommunicated orders will be allowed under this contract. Only the following are authorized to place orders under this contract:

- (1) Cherokee National Forest Contracting Officer
- (2) Cherokee National Forest Purchasing Agent

Task orders will be issued in writing on an acceptable form and are valid if signed by one of the individuals listed above. Each task order will specify the roads to be serviced, services to be provided, the order in which performance is required and contract time for performance in accordance with this contract.

**A Notice to Proceed will be issued with each Task Order and will specify a start date for the task.**

**Contracting Officer’s Representative will give approval of delay for grading if conditions are too wet or too dry. If more than 1” of rain has been received in the last 24 hours grading will be delayed until conditions are favorable to grade. If no rain has been received in the last 15 days grading will be delayed until measurable rain has been received. Weather days will be taken into consideration for extension of contract time by the Contracting Officer.**

The Government may undertake or award other contracts for additional work at or near the site of the work performed under this contract. This may include road maintenance, aggregate placement, or other types of contract work. Coordination of effort among all contracts is important so that the overall project can be completed successfully and timely.

The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer.

## **130 – PROJECT LOCATION**

Work sites will be within the administrative boundaries of the Cherokee National Forest on the Unaka and Watauga Ranger Districts as shown on the Schedule of Items. Specific work site(s) will be as indicated on each task order issued.

**The Unaka District** is comprised of Cocke, Greene, Unicoi, and Washington Counties, Tennessee.  
**The Watauga District** is comprised of Sullivan, Johnson, and Carter Counties, Tennessee.

Technical contract for questions about this work for both Districts is Cody Field, 423-735-1566.

## **DIVISION 200 – TECHNICAL SPECIFICATIONS**

### **210 – MOBILIZATION ALLOWANCE**

There is no separate pay item for mobilization. Mobilization cost shall be included in bid price.

### **220 – EQUIPMENT SPECIFICATIONS**

Road Grader: Grading equipment furnished shall have a minimum weight of 20,000 lbs and a minimum SAE horsepower of 85. The equipment shall be equipped with power functions, a scarifier and a fire extinguisher. A Rollover Protective Structure (ROPS) is required by Occupational Safety and Health Act (OSHA) if equipment was manufactured on or after July 1, 1969. Equipment shall be provided with a Forest Service-approved spark arrester.

### **230 – REQUIREMENTS**

#### **A. Public Safety and Traffic Control**

Contractor shall exercise caution and care while pursuing the work to prevent unnecessary conflict with, or potential hazards to, road users.

Contractor shall post warning signs with flags on each end of the section of road being worked. Signs shall be of the size, quantity, and colors as required in the current edition of the "Manual on Uniform Traffic Control Devices". These signs shall be moved as needed to properly delineate and identify the section of road being maintained. At no time shall these signs be more than one mile from operating equipment and shall be in place only when road equipment or men are actually performing operations. All slow moving equipment shall have a reflectorized "slow moving" vehicle emblem properly attached.

All work shall be so scheduled so that at the end of a working period, the road is passable for the type of traffic normally using the road. If, for any reason traffic hazards are left in or adjacent to the road after normal work periods, they shall be properly signed as hazards and visibly illuminated at night.

## B. Technical Requirements

**(1A) Road Grading** - Blading operations shall be conducted as required to remove, by scarifying and cutting out, ruts, potholes, corrugations, and berms (minimum of two passes). All suitable dislodged aggregate shall be smoothly redistributed over the entire roadbed to produce proper cross slope or crown of  $\frac{3}{4}$  inch per foot. Scarifying teeth shall not be spaced greater than 11”.

All suitable aggregate which has been worked onto the roadbed edge by traffic or maintenance activities shall be reclaimed onto the roadbed. All suitably sized material disturbed within the roadbed or removed from ditches shall be smoothly spread within the roadbed after movement sufficient to sift out surface aggregate. Assure proper surface drainage following this operation. No undercutting of roadbed edge or material berms will be allowed. No material shall be deposited in ditches.

All oversized and objectionable material shall be removed from the roadbed surface after the blading operation is complete. This waste material includes all loose rocks four (4) inches or larger in the greatest dimension above the graded surface, limbs and woody material larger than 1½ inches in diameter and 18 inches long, and sod or clumps of debris larger than 6 inches.

Rock and debris shall be wasted beyond the edge of the roadbed (see Exhibits). No material shall be deposited in ditches, streams or in such places as to interfere with the road drainage.

Total roadbed width, including turnout, turnarounds, and parking lots shall be bladed as existing unless otherwise directed by the C.O.R. or his designated representative.

Dips, swales, and waterbars shall be maintained if necessary. If the dip is functioning as designed, no work will be required.

Waste material removed, including leaves, shall not be deposited in piles either on the roadbed or the cutslope, but shall be spread out where it will not re-enter the culvert, catch basin, or inlet/outlet ditches. If the material is suitable and is deposited on the roadbed, it shall be spread out smoothly within the roadbed. Placing waste material on steep or high cutslopes will not be permitted.

Any culverts that are found to be damaged or in non-functional condition shall be reported to the COR.

**All culverts shall be cleaned by removing all silt, muck, rock, and debris from culvert interior (3 feet each end). Inlet catch basin and inlet and outlet ditches shall also be cleaned and free from debris.**

No work shall be done in the following areas on weekends (Friday - Sunday) and 1 week prior to or after major summer holidays:

Hickory Tree Road# 251  
Flatwoods Road # 87, (Hickory Tree to Three Rocks).  
Jacobs Cr. Rec. Complex# 337 – 337C  
Old Forge/Jennings Creek #331

**(1B) CLEAN AND RESHAPE DITCHES** - The ditches are to be maintained in their original location to the shape and grade required to insure drainage of the road. Drainage structures and road features shall not be damaged during this operation. **Handwork required to properly connect ditch flow lines to drainage structure inlets is considered a part of this work.**

Drainage structures and road features damaged during the maintenance operation shall be repaired or replaced at the expense of the Contractor.

When ditch bottoms are soft, or if there is standing water present, avoid running the grader tire in the ditch. Reshape the ditch using the extended blade.

All suitable material excavated through this activity shall be reclaimed and used within the roadbed. Following this work, the surface shall be bladed.

Excessive or unsuitable materials reclaimed onto the roadbed from ditches and culvert inlets shall be evenly spread on the roadway or wasted along the roads. No material shall be allowed to fall into a flowing stream.

No work shall be done in the following areas on weekends (Friday - Sunday) and 1 week prior to or after major summer holidays. (See List in Surface blading requirements)

Tail and Lead-Off Ditches: Ditches shall be opened to provide drainage away from the roadway. No material excavated from these structures shall be reclaimed onto the roadbed. This work is incidental to 1B.

## **DIVISION 300 – INSPECTION AND ACCEPTANCE**

### **310 – INSPECTION**

The contractor's proposed equipment shall be made available to the Contracting Officer's Representative for inspection prior to award of this contract.

### **320 – ACCEPTANCE**

Acceptance of the equipment shall be contingent upon approval of the Contracting Officer's Representative.

## **DIVISION 400 - MEASUREMENT AND PAYMENT**

### **410 – MEASUREMENT**

**For all surface blading, and cleaning and reshaping ditches, measurement shall be made to the nearest tenth (0.10) of a mile by the COR using a vehicle odometer. Contractor will be paid at price**

**quoted for actual miles worked or tasks performed per task order. A “Mile” is a mile of Forest Service road graded regardless of the number of passes required.**

**For ditches, measurement shall be made for each side of the road. Lead-off ditches shall be measured from the road ditch line to the end of the ditch and converted into miles. The total length of lead-off ditches cleaned and reshaped shall be measured prior to conversion and rounding off to the nearest tenth of a mile.**

#### **420 – PAYMENT**

Payment shall be made in accordance with Clause 52.232-1, Payments, at the established unit prices for work based on units ordered, actual number of units completed by the contractor and accepted by the Government.

#### **Biobased Products**

The Contractor shall utilize products and materials made from biobased materials 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). Biobased products that are designated for preferred procurement under USDA’s BioPreferred program must meet the required minimum biobased content as stated at [www.biopreferred.gov](http://www.biopreferred.gov).

## SECTION D - Packaging and Marking

(For this Solicitation, there are NO clauses in this section)

## SECTION E - Inspection and Acceptance

### 52.246-4 Inspection of Services - Fixed-Price. (AUG 1996)

(a) *Definition:* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may -

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may -

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

## SECTION F - Deliveries or Performance

### 52.242-15 Stop-Work Order. (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

### 452.211-75 Effective Period of the Contract. (FEB 1988)

The effective period of this contract is from date of award through one calendar year.

## SECTION G - Contract Administration Data

### 452.215-73 Postaward Conference. (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled within 10 days after the date of contract award. The conference will be held at: Cherokee National Forest Watauga Ranger District Office, 4400 Unicoi Drive, Unicoi TN 37692.

## SECTION H - Special Contract Requirements

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

- (a) The Contractor shall assign to this contract the following key personnel: **Equipment Operator.**
- (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

**PART II – CONTRACT CLAUSES**  
**SECTION I - Contract Clauses**

**52.204-7 System for Award Management. (JUL 2013)**

(a) Definitions. As used in this provision-

*Data Universal Numbering System (DUNS) number* means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

*Data Universal Numbering System +4 (DUNS+4) number* means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

*Registered in the System for Award Management (SAM) database* means that-

- (1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record "Active".

**(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.**

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business. (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized. (iii) Company Physical Street Address, City, State, and Zip Code. (iv) Company Mailing Address, City, State and Zip Code (if separate from physical). (v) Company Telephone Number. (vi) Date the company was started. (vii) Number of employees at your location. (viii) Chief executive officer/key manager. (ix) Line of business (industry). (x) Company Headquarters name and address (reporting relationship within your entity).

**(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.**

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

**52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015)**

**52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)**

**52.216-18 Ordering. (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through one calendar year.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**52.216-19 Order Limitations. (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$25,000;

(2) Any order for a combination of items in excess of \$50,000; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**52.216-21 Requirements. (OCT 1995)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after completion of all orders placed during the contract period.

**52.217-8 Option to Extend Services. (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract completion date.

**52.219-6 Notice of Total Small Business Set-Aside. (NOV 2011)**

**52.222-3 Convict Labor. (JUN 2003)**

**52.222-21 Prohibition of segregated facilities. (APR 2015)**

**52.222-26 Equal Opportunity. (APR 2015)**

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

**52.222-41 Service Contract Labor Standards. (MAY 2014)**

**52.222-42 Statement of Equivalent Rates for Federal Hires. (MAY 2014)**

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and

fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

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

<u>Employee Class</u>	<u>Monetary Wage</u>
GS-5	\$15.15

Fringe Benefits

Paid Holidays: 1. New Year's Day, 2. MLKing's Birthday, 3. Washington's Birthday, 4. Memorial Day, 5. Independence Day, 6. Labor Day, 7. Columbus Day, 8. Veteran's Day, 9. Thanksgiving Day, 10. Christmas Day.

Paid Vacation

2 hours Annual Leave each week with less than 3 years service.  
3 hours Annual Leave each week with 3 but less than 15 years service.  
4 hours Annual Leave each week with 15 or more years service.

Health and Insurance: 5.1% of hourly rate

Retirement: 7% of hourly rate

- 52.222-50 Combating Trafficking in Persons. (MAR 2015)**
- 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts. (SEP 2013)**
- 52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011)**
- 52.223-6 Drug-Free Workplace. (MAY 2001)**
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)**
- 52.232-1 Payments. (APR 1984)**
- 52.232-8 Discounts for Prompt Payment. (FEB 2002)**
- 52.232-11 Extras. (APR 1984)**
- 52.232-23 Assignment of Claims. (MAY 2014)**
- 52.232-25 Prompt payment. (JUL 2013)**
- 52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)**
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013)**

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

- 52.233-1 Disputes. (MAY 2014)**
- 52.233-3 Protest after Award. (AUG 1996)**
- 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)**
- 52.236-8 Other Contracts (Apr 1984)**

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract.

The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

#### **52.243-1 Changes - Fixed-Price. (AUG 1987)**

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

#### **52.244-6 Subcontracts for Commercial Items. (OCT 2015)**

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

*Commercial item* has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

*Subcontract* includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509), if the subcontract exceeds \$5.5 million and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

- (ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.
- (iii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (OCT 2015)(38 U.S.C. 4212(a));
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (OCT 2015)(38 U.S.C. 4212).
- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xi) 52.222-55, Establishing a Minimum Wage for Contractors (E.O. 13658) (DEC 2014).
- (xii) 52.225-26, Contractors Performing Private Security Functions Outside the United States JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xiii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.
- (xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**52.245-1 Government Property. (APR 2012)**

**52.246-20 Warranty of Services. (MAY 2001)**

(a) *Definition.*

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date of acceptance by the Government. This notice shall state either-

(1) That the Contractor shall correct or reperform any defective or nonconforming services; or

(2) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

**52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form). (APR 1984)**

**52.249-8 Default (Fixed-Price Supply and Service). (APR 1984)**

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

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

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

**452.237-70 Loss, Damage, Destruction or Repair. (FEB 1988)**

(a) For equipment furnished under this contract without operator, the Government will assume liability for any loss, damage or destruction of such equipment, not to exceed a total of **No Liability Assumed** except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents or employees.

(b) For equipment furnished under this contract with operator, the Government shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligent or wrongful act(s) of Government employee(s) while acting within the scope of their employment.

(c) All repairs to equipment furnished under this contract shall be made by the Contractor and reimbursement, if any, shall be determined in accordance with (a) or (b) above. Repairs shall be made promptly and equipment returned to use **within 48 hours**. In lieu of repairing equipment, the Contractor may furnish similar replacement equipment within the time specified. The Contractor may authorize the Government to make repairs upon the request of the Contracting Officer. In such case, the Contractor will be billed for labor and parts costs.

**52.222-99 2.222-99 Establishing a Minimum Wage for Contractors (DEVIATION)**

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, Implementation of the President's Executive Order Establishing a Minimum Wage for Contractors, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 states and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.

(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

(e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

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

<b>Attachment Number</b>	<b>Attachment Title</b>	<b>Number of Pages</b>
1	Map, Unaka Ranger District	1
2	Map, Watauga Ranger District	1
3	Typical Section	1
4	Ditch Block Detail/Typical Culvert Section	1
5	Wage Determination No. 2005-2499, Rev. 17	9

**PART IV: REPRESENTATION, CERTIFICATIONS AND STATEMENTS OF OFFERORS**  
**SECTION K - Representations, Certifications, and Other Statements of Offerors**

**52.204-8 Annual Representations and Certifications. (DEC 2014)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237310.

(2) The small business size standard is \$36.5 million dollars average annual receipts for the preceding three fiscal years.

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

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

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, 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) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include provision at 52.204-7, System for Award Management.

(iv) 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.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 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.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 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.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 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.
- (xiii) 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.
- (xiv) 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.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 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 \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

(xxi) 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 certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

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

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

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

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

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database 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 No. \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Change \_\_\_\_\_

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

### **52.219-28 Post-Award Small Business Program Rerepresentation. (JUL 2013)**

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

*Long-term contract* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall re-represent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall re-represent its size status in accordance with the size standard in effect at the time of this re-representation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following re-representation and submit it to the contracting office, along with the contract number and the date on which the re-representation was completed:

The Contractor represents that it \_\_\_ is, \_\_\_ is not a small business concern under NAICS Code [237310] assigned to contract number [\_\_\_\_\_]. (*Contractor to sign and date and insert authorized signer's name and title*).

#### **52.223-1 Biobased Product Certification. (MAY 2012)**

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

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

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

Contract line item(s): All

- NAICS Code 237310

- Size Standard \$36.5 million dollars average annual receipts for the preceding three fiscal years

#### **AGAR 452.209-71 ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS**

ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS

(a) This award is subject to the provisions contained in sections 433 and 434 of the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, 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 law within 24 months preceding the award, unless a suspending and debarment 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, the Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 433 or 434, amended and/or subsequently enacted.

#### **AGAR 452.209-70 Representation by Corporations Regarding an Unpaid Delinquent Tax**

(a.) Awards made under this solicitation are subject to the provisions contained sections 433 and 434 in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, as amended and/or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. **To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.**

(b) The Offeror represents that -

**(1) The Offeror is [\_\_\_\_\_] , is not [\_\_\_\_\_] (check one)** an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

**If the Offeror checked "is" above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked "is not" above, Offeror may leave the remainder of the representation blank.**

(2) (i) The Offeror has [\_\_\_\_\_] , has not [\_\_\_\_\_] (check one) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.

(ii) Offeror has [\_\_\_\_\_] , has not [\_\_\_\_\_] (check one) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal law in the 24 months preceding the date of offer.

(3) The Offeror does [\_\_\_\_\_] , does not [\_\_\_\_\_] (check one) have 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.

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

### 52.215-1 Instructions to Offerors - Competitive Acquisition. (JAN 2004)

### 52.215-5 Facsimile Proposals. (OCT 1997)

- (a) *Definition.* "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (c) **The telephone number of receiving facsimile equipment is: 423-339-8635.**
- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document-
- (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
  - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
  - (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.
- (e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

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

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

### 52.237-1 Site Visit. (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

### 52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

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

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

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

## SECTION M - Evaluation Factors for Award

### AWARD DETERMINATION

Award will be made to the offeror providing the best value to the Government. Award may not necessarily be made to the offeror submitting the lowest quote.

Award will be made to the offeror (1) whose quotation is technically acceptable and (2) whose technical/cost relationship is the most advantageous to the Government. Evaluation factors other than cost or price, when combined, are approximately equal to cost or price in the award decision.

### EVALUATION FACTORS

In selecting a contractor for this project, the following factors will be considered in addition to price:

A. Past performance and experience with road grading on remote mountain roads. Submit reference information with your quotation. Provide the following information for relevant work performed within the past 3 years:

- a. Agency/owner, name and phone number of Contracting Officer and Project Engineer (or similar information for State/Private work performed)
- b. Contract number,
- c. Contract amount,
- d. Dates of performance,
- e. Brief description of the work involved.

B. Availability of appropriate equipment and personnel will also be considered. Submit the following information:

- a. List of equipment that will be used on the project including make, model and year.
- b. Experience of operator(s) that will be assigned to the project.

A and B are considered equal in importance for the technical evaluation.

C. Price