

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. AG-03H6-S-16-0006	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 06/03/2016	PAGE OF PAGES 1 3	
	IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.				

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 800738	6. PROJECT NO.
-----------------	---	----------------

7. ISSUED BY USDA FOREST SERVICE EAST SIDE ACQUISITION TEAM ALISHA KNAUB 415 S FRONT TOWNSEND MT 59644	CODE 03H8	8. ADDRESS OFFER TO East Side Acquisition Team Alisha Knaub 415 So Front Street Townsend, MT 59644
---	--------------	--

9. FOR INFORMATION CALL: 	a. NAME ALISHA KNAUB	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 406-495-3860
--	-------------------------	---

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)

- HELENA NATIONAL FOREST - Telegraph Area Bridge Curb Replacements
- B - SUPPLIES OR SERVICES AND PRICES/COSTS SCHEDULE OF ITEMS
 - C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK
 - E - INSPECTION AND ACCEPTANCE
 - F - DELIVERIES OR PERFORMANCE
 - G - CONTRACT ADMINISTRATION DATA
 - H - SPECIAL CONTRACT REQUIREMENTS
 - I - CONTRACT CLAUSES
 - J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
 - K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS
 - L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS
 - M - EVALUATION FACTORS FOR AWARD

NOTE - Quote documents can be sent to the address in Box 8 or submitted via email to aknaub@fs.fed.us

11. The Contractor shall begin performance <u>10</u> calendar days and complete it within <u>30</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. The performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See <u>Section F</u> .)
--

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	12b. CALENDAR DAYS 0
--	-------------------------

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by 06/17/2016 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. 1600 (hour) local time

b. An offer guarantee is, is not required.

c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

d. Offers providing less than 0 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected .

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than item 14.)
CODE	FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in item 13d. Failure to insert any number means the offeror accepts the minimum in item 13d.)

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.											
DATE.											

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE
--	----------------	-----------------

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA		
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>		ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()
26. ADMINISTERED BY USDA FOREST SERVICE EAST SIDE ACQUISITION TEAM ALISHA KNAUB 415 S FRONT TOWNSEND MT 59644	CODE	03H8	27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> <i>Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations,</i>	<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> <i>Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.</i>
---	---

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
AG-03H6-S-16-0006

PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
001	Delivery: 08/31/2016 Delivery Location Code: 03H6 HELENA NATIONAL FOREST 2880 SKYWAY DRIVE HELENA MT 59601 US FOB: Destination Period of Performance: 08/01/2016 to 08/31/2016 Telegraph Area Curb Replacements				

B - SUPPLIES OR SERVICES AND PRICES/COSTS SCHEDULE OF ITEMS..... 5
C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK..... 5
E - INSPECTION AND ACCEPTANCE..... 7
F - DELIVERIES OR PERFORMANCE 7
G - CONTRACT ADMINISTRATION DATA 7
H - SPECIAL CONTRACT REQUIREMENTS 7
I - CONTRACT CLAUSES 8
J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS13
**K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS
OR RESPONDENTS.....13**
L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS16
M - EVALUATION FACTORS FOR AWARD19

B - SUPPLIES OR SERVICES AND PRICES/COSTS SCHEDULE OF ITEMS

**STANDARD GLUED-LAMINATED
 TIMBER BRIDGE CURB REPLACEMENT
 ONTARIO #3 (123-2.653), TELEGRAPH-TELEGRAPH (495-0.9)
 & ONTARIO-TELEGRAPH (495-4.3)
 Helena Ranger District
 Helena National Forest
 Powell County, Montana**

B-1a SCHEDULE OF ITEMS

ITEM NO.	DESCRIPTION	PAY UNIT	METHOD OF MEASUREMENT	EST. QTY.	UNIT PRICE	TOTAL PRICE
151(01)	Mobilization	Lump Sum	LSQ	1	\$_____	\$_____
557(03)	Curb Modification, Treated Structural Timber	Linear Foot	DQ	48	\$_____	\$_____
557(05)	Remove and Replace Curbs, Treated Structural Timber, Glued-Laminated	Linear Foot	DQ	76	\$_____	\$_____
TOTAL						\$_____

Designated Method of Measurement:
 LSQ-Lump Sum Quantity
 DQ – Design Quantity

Price quotation furnished by:

Name _____ Phone (____) _____
 Address _____ FAX (____) _____
 _____ E-mail _____
 DUNS # _____

C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C-1 PROJECT DESCRIPTION AND LOCATION

- a) **Description of Work** – This project consists of replacing curbs on two bridges (Ontario #3, 123-2.653 and Ontario-Telegraph, 495-4.3) and modifying existing curbs on one bridge (Telegraph-Telegraph, 495-0.9). Curb replacement will include removing and disposing of existing curbs, installation of new curbs, and all materials (i.e. curb rails, curb blocks, and all hardware required.) Curb modification will include installing timber planks on top of existing curbs, and all materials and hardware required. Contractor will be responsible for field verifying actual conditions, member dimensions, and bolt spacing – both new and existing.
- b) **Project Location** – Telegraph and Ontario Roads are located on the Helena Ranger District, approximately 4 and 10 miles South of Elliston, MT, respectively. They are accessed by Forest Road #227, Little Blackfoot River Road.
- c) **Price Range** – Under \$25,000

- d) **Pre-Bid Tour** – There will NOT be a pre-bid tour. Call the Helena Supervisor’s Office at (406) 449-5201 or Mary Smith at (406)495-3771 with any further questions.
- e) **Start of Work** – It is estimated that work will begin on August 1, 2016.
- f) **Period of Performance** – All work shall be completed within 30 consecutive days from the issuance of the Notice to Proceed.

C-2 - GOVERNMENT FURNISHED PROPERTY

None

C-3 -STANDARD SPECIFICATIONS

“Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects”, FP-03 is included in the solicitation by reference only. The requirements hereby made a part of the solicitation and any resultant contract.

C-4 -STANDARD SPECIFICATIONS

All Forest Service Supplemental Specifications are included.

C-5 - DRAWINGS

The following drawings are a part of this solicitation and any resulting contract.

<u>Sheet No.</u>	<u>Description</u>
1	Title Sheet
2	General Notes
3	Curb Details

452.211-72 Statement of Work/Specifications. (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)

452.211-73 Attachments to Statements of Work/Specifications. (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)

BIOBASED PRODUCTS

The contractor must comply with the Agriculture Act of 2014; the Food, Conservation and Energy Act of 2008 (FCEA), 7 U.S.C. 8102; the Farm Security and Rural Investment Act of 2002 (FSRIA), 7 U.S.C. 8102; the Federal Acquisition Regulation; Executive Order (EO) 13514, “Federal Leadership in Environmental, Energy and Economic Performance”, dated October 2, 2009; EO 13423, “Strengthening Federal Environmental, Energy and Transportation Management”, dated January 24, 2007; and Presidential Memorandum, “Driving Innovation and Creating Jobs in Rural America through Biobased and Sustainable Product Procurement,” dated February, 2012 to provide biobased products.

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

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

Equipment Lubricants, Hydraulic Fluids, Fuel Additives, Engine Oils, Office Products (Ink, paper, cleaning products)

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

Invoicing/Payments. All payments are processed using The Invoice Processing Platform (IPP). This is a mandatory requirement initiated by the U.S. Department of Treasury and you can find more information at this website <https://www.ipp.gov/index.htm>. Please make sure that your company has registered at <https://www.ipp.gov/vendors/enrollment-vendors.htm> to establish your account.

The IPP Customer Support Desk is available to assist users Monday through Friday (excluding Federal holidays) from 8 a.m. to 6 p.m. ET, to answer questions related to accessing IPP or completing the registration process. Their toll-free number is 1-866-973-3131 or they can be reached at IPPCustomerSupport@fms.treas.gov. If you have any additional questions or concerns, please contact the Controller Operations Division Help Desk at 1-877-243-3072 or cod.help@usda.gov.

E - INSPECTION AND ACCEPTANCE

52.246-1 Contractor Inspection Requirements. (APR 1984)

52.246-12 Inspection of Construction. (APR 1996)

F - DELIVERIES OR PERFORMANCE

52.242-14 Suspension of Work. (APR 1984)

52.211-10 Commencement, Prosecution, and Completion of Work. (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than August 30, 2016. The time stated for completion shall include final cleanup of the premises.

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 after the date of contract award. The conference will be held at a later date and time.
(End of Clause)

H - SPECIAL CONTRACT REQUIREMENTS

452.236-72 Use of Premises. (NOV 1996)

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

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

(End of clause)

452.236-77 Emergency Response. (NOV 1996)

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

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

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

(End of clause)

I - CONTRACT CLAUSES

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/far/>
<http://www.dm.usda.gov/procurement/policy/agar.html>

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

52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011)

52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (AUG 2013)

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

52.215-8 Order of Precedence -- Uniform Contract Format (Oct 1997)

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

52.222-3 Convict Labor. (JUN 2003)

52.222-6 Construction Wage Rate Requirements. (MAY 2014)

52.222-7 Withholding of Funds. (MAY 2014)

52.222-8 Payrolls and Basic Records. (MAY 2014)

52.222-9 Apprentices and Trainees. (JUL 2005)

52.222-10 Compliance with Copeland Act Requirements. (FEB 1988)

52.222-11 Subcontracts (Labor Standards). (MAY 2014)

52.222-12 Contract Termination - Debarment. (MAY 2014)

52.222-13 Compliance With Construction Wage Rate Requirements and Related Regulations. (MAY 2014)

52.222-14 Disputes Concerning Labor Standards. (FEB 1988)

52.222-15 Certification of Eligibility. (MAY 2014)

52.222-21 Prohibition of Segregated Facilities. (FEB 1999)

- 52.222-26 Equal Opportunity. (MAR 2007)
- 52.222-27 Affirmative Action Compliance Requirements for Construction. (FEB 1999)
- 52.222-36 Equal Opportunity for Workers with Disabilities. (JUL 2014)
- 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)
- 52.223-15 – Energy Efficiency in Energy-Consuming Products.(Dec 2007)
- 52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)
- 52.232-5 Payments Under Fixed-Price Construction Contracts. (MAY 2014)
- 52.232-23 Assignment of Claims. (MAY 2014)
- 52.232-27 Prompt payment for construction contracts. (MAY 2014)
- 52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)
- 52.233-1 Disputes. (MAY 2014)
- 52.233-3 Protest after Award. (AUG 1996)
- 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)
- 52.236-2 Differing Site Conditions. (APR 1984)
- 52.236-5 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)
- 52.236-16 Quantity Surveys. (APR 1984)
- 52.236-17 Layout of Work. (APR 1984)
- 52.236-21 Specifications and Drawings for Construction. (FEB 1997)
- 52.236-26 Preconstruction Conference. (FEB 1995)
- 52.243-5 Changes and Changed Conditions. (APR 1984)
- 52.244-6 Subcontracts for Commercial Items. (OCT 2014)
- 52.245-1 Government Property. (APR 2012)
- 52.246-21 Warranty of Construction. (MAR 1994)
- 52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form). (APR 1984)
- 52.249-10 Default (Fixed-Price Construction). (APR 1984)
- 52.253-1 Computer Generated Forms. (JAN 1991)
- 452.236-71 Prohibition Against the Use of Lead-Based Paint. (NOV 1996)
- 452.236-72 Use of Premises. (NOV 1996)
- 452.236-73 Archaeological or Historic Sites. (FEB 1988)
- 452.236-74 Control of Erosion, Sedimentation, and Pollution. (NOV 1996)

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

(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 rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ___ is, ___ is not a small business concern under NAICS Code 237990 assigned to contract number AG-_____. (Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

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

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

Commercially available off-the-shelf (COTS) item- (1) Means any item of supply (including construction material) that is-

- (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

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

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

Cost of components means-

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

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

Domestic construction material means-

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

(2) A construction material manufactured in the United States, if-

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

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

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

(b) *Domestic preference.* (1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

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

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

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

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

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

(c) *Request for determination of inapplicability of the Buy American statute.* (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

(iv) Any Contractor request for a determination submitted after contract award

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison			
Construction material description	Unit of	Quantity	Price
measure		(dollars)*	
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
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)

52.236-3 Site Investigation and Conditions Affecting the Work. (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform

the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J-1	Davis Bacon Wage No. MT160080 MT80 dated 01/08/16	10 Pages
J-2	Forest Service Supplemental Specifications	17 Pages
J-3	Drawings	3 Pages

K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

52.223-1 Biobased Product Certification. (MAY 2012)

52.204-8 Annual Representations and Certifications. (NOV 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **237310 Highway, Street, and Bridge Construction**

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

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

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

(2) If the provision at 52.204-7 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. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(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.

(End of provision)

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

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

Contract line item(s): All

- NAICS Code 237310 Highway, Street, and Bridge Construction
- Size Standard \$36.5 Million

(End of provision)

L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

Return the following documents with your quote:

1. Signed SF-1442 with any Amendment acknowledgements
2. Schedule B Pricing
3. Page 13 Certifications and Representation sheets (initialed and signed)

4. A document demonstrating recent and relevant experience in respect to the size and scope of this particular project

52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.
(End of provision)

52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction. (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade
2.7%

Goals for Female Participation for Each Trade
6.9%, Nationwide

These goals are applicable to all of the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the-

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;

- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Montana, Powell County, MT
(End of provision)

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

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

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

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

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

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

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

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

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

(ii) May be accepted if revised during negotiations.

(End of provision)

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.
(End of provision)

M - EVALUATION FACTORS FOR AWARD

Award Determination

Award will be made to the Respondent whose quote represent the best value to the government. Factors to be considered in determining the best value include such matters as price, experience and past performance. The Experience Questionnaire will be used for the evaluation of contractor experience and past performance. The contractors experience document will be used for evaluation purposes.

Evaluation Factors

Price is of equal importance compared to experience and past performance; however, the importance of price may become greater as the difference between experience and past performance decrease. Where experience and past performance are determined to be substantially equal, price may control the award.