

<b>REQUEST FOR QUOTATION</b> (THIS IS NOT AN ORDER)		THIS RFQ <input type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET ASIDE		PAGE OF PAGES 1 13	
1. REQUEST NO. AG-87BJ-S-14-0012		2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO. 698980		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG.1
5a. ISSUED BY EAST SIDE ACQUISITION TEAM			6. DELIVERY BY (Date) 11/01/2014		
			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)		
			9. DESTINATION		
5b. FOR INFORMATION CALL: (No collect calls)			a. NAME OF CONSIGNEE USDA FOREST SERVICE DIST RANGER		
NAME ZOE WHEELER		TELEPHONE NUMBER AREA CODE 406 NUMBER 791-7734		b. STREET ADDRESS SHEYNNE RANGER DIST BOX 946	
8. TO: a. NAME			b. COMPANY		
c. STREET ADDRESS			c. CITY LISBON		
d. CITY		e. STATE	f. ZIP CODE	d. STATE ND	e. ZIP CODE 58054
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 1700 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	Please return a signed Solicitation with schedule of items and the experience questionnaire by July 11, 2014 at NOON Mountain Standard Time.  D1 NFSR POTHOLE REPAIR, RANSOM AND RICHLAND COUNTIES, ND, SHEYENNE NG  Delivery: 11/01/2014 FOB: Destination				

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						
c. COUNTY			a. NAME (Type or print)		AREA CODE	
d. CITY		e. STATE	f. ZIP CODE	c. TITLE (Type or print)		NUMBER

**AG-87BJ-S-14-0012**  
**DAKOTA PRAIRE GRASSLANDS**  
**D1 NFSR Pothole Repair**  
**Sheyenne Ranger District**  
**Ransom County and Richland County, North Dakota**

**SERVICES AND PRICES**

Item No.	Description	Method of Measure	Est. Qty.	Unit	Unit Price \$	Total Price \$
151	Mobilization	LSQ	1	LS	\$	\$
204	Excavation	CY	195	CQ	\$	\$
301	Aggregate (GFM)	CY	220	CQ		
<b>TOTAL</b>						<b>\$</b>

Please quote on all items. Round to the nearest cent. In the event of a math error in extending the prices, the unit price will govern. All items may not be awarded depending upon funds availability.

Designated Method of Measurement
CQ = Contract Quantities
LSQ = Lump Sum Quantities
GFM = Government Furnished Material
AQ = Actual Quantities
SQ = Staked Quantities

**DESCRIPTION AND SPECIFICATIONS**  
**PROJECT DESCRIPTION AND LOCATION**

**Description of Work** - The Sheyenne Ranger District NFSR Pothole Repair project consists of repairing low areas in the travelway as described in each repair area item. Repair can consist of stripping topsoil from onsite borrow area, placing embankment fill as described, compacting, placing aggregate surfacing with Government Furnished Material (GFM), restoring borrow area. All work shall be done according to the Plans, Drawings, Specifications, and Construction Notes for this project.

- (a) **Project Location.** The project is located on the Sheyenne National Grasslands, Ransom and Richland Counties, North Dakota.
1. NFSR 1227C Repair area is located approximately five (5) miles north and seven (7) miles west of McLeod, ND in the NWNW of Section 35, Township 135 North, Range 54 West, Ransom County, North Dakota.
  2. NFSR 1224 Repair area is approximately three (3) miles west of McLeod, ND in the NENE of Section 29, Township 134 North, Range 53 West, Ransom County, North Dakota.
  3. NFSR 1204A Repair area is approximately three (3) miles south and six (6) miles east of McLeod, ND in the SWNW of Section 2, Township 133 North, Range 52 West, Richland County, North Dakota.
  4. NFSR 1260 Repair area is approximately five (5) miles north and two (2) miles west of McLeod, ND in the NENE of Section 33, Township 135 North, Range 53 West, Ransom County, North Dakota.

5. NFSR 1229 Repair area is approximately three (3) miles north and three (3) miles west of McCloud, ND in the SWNW of Section 8, Township 134 North, Range 53 West, Ransom County, North Dakota.
  6. NFSR 1204B Repair area is approximately one (1) miles south and six (6) miles east of McLeod, ND in the NENE of Section 33, Township 134 North, Range 52 West, Richland County, North Dakota.
  7. NFSR 1264 Repair area is approximately eight (8) miles north and six (6) miles east of McLeod, ND in the SESW of Section 11, Township 135 North, Range 52 West, Richland County, North Dakota
- (b) **Price Range.** Less than \$25,000
- (c) **Pre-Bid Tour.** No formal site tour is planned, however, bidders are strongly encouraged to visit the site prior to preparing and submitting their bid. Bidders desiring to visit the site may contact **Curtis Grudniewski**, Medora Ranger District office, Dickinson, N.D. telephone number 701-227-7856 for information.
- (d) **Government-Furnished and Delivered Property:** Aggregate Surfacing
- (e) **Estimated Start Date/Period of Performance:** It is anticipated that work can begin July 1, 2014. Work shall be completed within 60 days of the issuance of the Notice To Proceed.

**STANDARD SPECIFICATIONS** "Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects FP-03" (2003) are included in this solicitation by reference only. The requirements contained in these Specifications are hereby made a part of this solicitation and any resultant contract. The "Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects FP-03" (2003) are available electronically from the Federal Highways website: <http://www.wfl.fha.dot.gov/design/specs/fp03.htm>

The current version of the FP-03 is out of print and Federal Highways does not plan on printing more.

**The following Standard Specifications are applicable to this contract.**

101	Terms, Format and Definitions	2003
103-107	General Items	2003
109	Measurement and Payment	2003
151	Mobilization	2003
153	Contractor Quality Control	2003
204	Excavation and Embankment	2003
301	Aggregate (GFM)	2003
624	Topsoil	2003

**Note:** Any additional specifications referenced in the above standard specifications are also applicable to this contract.

**PROJECT DRAWINGS** The following drawings are a part of this solicitation and any resulting contract:

**Drawings**

- Title Sheet -1
- Project Location Map - 2
- Construction Notes/Road Log

**Site Visit.** No formal site visit is planned. Please contact Kendra Bull, 406-683-3962 for further directions.

**Use of Premises and Camping.** Contractors are expected to keep a clean camp at all times and adhere to proper food storage. Camping will be allowed in close proximity to the work. Leave No Trace, LNT, ethics shall be strictly enforced. Visit the Leave No Trace website for more information at <http://www.lnt.org/programs/principles.php>. The Contracting Officer's Representative or Inspector will inspect the Contractor's camp as part of the final inspection. The Beaverhead-Deerlodge begins mandatory food storage requirements in July of 2014.

**Tools and Equipment.** All tools and equipment shall be furnished by the contractor. Excavators, and other mechanized equipment is limited to a 39-inch maximum track or wheel base. These trails are currently maintained at a 24-inch width. If the contractor chooses to use larger than 30-inch equipment, rehabilitation of the additional width shall be conducted prior to final payment. When not on site, keep valuable tools hidden from the trail.

**Subcontractors.** All subcontractors need to be identified by the time of the pre-work, and must be approved prior to the issuance of the Notice to Proceed. Contractors shall bring the SF 1413 to the pre-work conference for each subcontractor.

**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.

**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.

**INSPECTION AND ACCEPTANCE**

**52.246-12 Inspection of Construction. (APR 1996)**

(a) *Definition.* "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

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

(c) Government inspections and tests are for the sole benefit of the Government and do not -

- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
- (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
- (3) Constitute or imply acceptance; or
- (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

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

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

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

(g) If the Contractor does not promptly replace or correct rejected work, the Government may -

(1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or

(2) Terminate for default the Contractor's right to proceed.

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

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

#### **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 September 30, 2015. The time stated for completion shall include final cleanup of the premises.

##### **452.211-74 Period of Performance. (FEB 1988)**

The period of performance of this contract is from August 15, 2014 through September 30, 2015.

From October 15, 2014 to July 15, 2015 no work shall occur on site.

**CONTRACT ADMINISTRATION DATA**

**AGAR 452.215-73 Postaward Conference. (NOV 1996)**

A post award conference with the successful offeror is required. It will be scheduled at a date/time TBD.

**SPECIAL CONTRACT REQUIREMENTS**

**Noxious Weeds/Equipment Cleaning**

All equipment shall be inspected prior to mobilizing to the worksite. The inspection must be coordinated with the project COR.

**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 firefighting). An equitable adjustment for the temporary use of employees and equipment will be made under the CHANGES clause, FAR 52.243-4.

**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):

<http://farsite.hill.af.mil/vffara.htm>

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

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

**52.219-3 Notice of HUBZone Set-Aside or Sole Source Award (NOV 2011)**

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

**52.222-6 Davis-Bacon Act. (JUL 2005)**

**52.222-7 Withholding of Funds. (FEB 1988)**

**52.222-8 Payrolls and Basic Records. (JUN 2010)**

**52.222-9 Apprentices and Trainees. (JUL 2005)**

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

**52.222-11 Subcontracts (Labor Standards). (JUL 2005)**

**52.222-12 Contract Termination - Debarment. (FEB 1988)**

**52.222-13 Compliance with Davis-Bacon and Related Act Regulations. (FEB 1988)**

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

**52.222-15 Certification of Eligibility. (FEB 1988)**

**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 Affirmative Action for Workers with Disabilities. (OCT 2010)**

**52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011)**

**52.223-6 Drug-Free Workplace. (MAY 2001)**

**52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)**

- 52.227-4 Patent Indemnity--Construction Contracts. (DEC 2007)
- 52.228-11 Pledges of Assets. (JAN 2012)
- 52.228-14 Irrevocable Letter of Credit. (DEC 1999)
- 52.232-5 Payments under Fixed-Price Construction Contracts. (SEP 2002)
- 52.232-18 Availability of Funds. (APR 1984)
- 52.232-23 Assignment of Claims. (JAN 1986)
- 52.232-27 Prompt payment for construction contracts. (JUL 2013)
- 52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)
- 52.233-1 Disputes. (JUL 2002)
- 52.233-3 Protest after Award. (AUG 1996)
- 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)
- 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)
- 52.236-17 Layout of Work. (APR 1984)
- 52.236-21 Specifications and Drawings for Construction. (FEB 1997)
- 52.243-1 Changes - Fixed-Price. (AUG 1987)
- 52.243-5 Changes and Changed Conditions. (APR 1984)
- 52.244-6 Subcontracts for Commercial Items. (DEC 2013)
- 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)
- 452.232-70 Reimbursement for Bond Premiums - Fixed-Price Construction Contracts. (NOV 1996)
- 452.236-71 Prohibition Against the Use of Lead-Based Paint. (NOV 1996)
- 452.236-72 Use of Premises. (NOV 1996)
- 452.236-73 Archaeological or Historic Sites. (FEB 1988)
- 452.236-74 Control of Erosion, Sedimentation, and Pollution. (NOV 1996)
- 452.236-76 Samples and Certificates. (FEB 1988)
- 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 & address (reporting relationship within 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>.

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

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or

decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgment of the Contracting Officer, is justified.

**52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)**

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless-

(1) The product cannot be acquired-

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall-

(1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report not later than-

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

(End of Clause)

**Biobased Products**

The contractor must comply with the Agricultural Act of 2014; the Food, Conservation and Energy Act of 2008 (FCEA), 7 USC 8102; the Farm Security and Rural Investment Act of 2002 (FSRIA), 7 USC 8102; the Federal Acquisition Regulation; Executive Order (EO)13514, "Federal Leadership in Environmental, Energy and Economic Performance," dated October 5, 2009; EO 13423, "Strengthening Federal Environmental, Energy and Transportation Management," dated January 24, 2007; and Presidential Memorandum, "Driving Innovation and Creating Jobs in Rural America through Bio-based and Sustainable Product Procurement," dated February, 2012 to provide bio-based 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 bio-based and recycled products.

The following is a list of categories for bio-preferred 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 Bio-based Program go to:  
<http://www.biopreferred.gov>

**52.225-9 Buy American Act - Construction Materials. (SEP 2010)**

(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 section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

"Component" means an article, material, or supply incorporated directly into a construction material.

"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 the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act 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:

NONE

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

- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act 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 Act 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 Act.* (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 Act 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 Act applies, use of foreign construction material is noncompliant with the Buy American Act 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:

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

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include other applicable supporting information.

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

**52.236-2 Differing Site Conditions. (APR 1984)**

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of -

- (1) Subsurface or latent physical conditions at the site which differ materially from those indicated in this contract; or
- (2) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in paragraph (a) of this clause for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

**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.

**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 237990 (Other Heavy and Civil Engineering Construction)
- Size Standard \$33.5 Million (receipts in a three-year period)

**Award Determination**

Award will be made to the Respondent whose quote represents the best value to the Government. Factors to be considered in determining the best value include such matters as price, experience in similar work and past performance.

**Evaluation Factors**

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