

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE	PAGE OF 1	PAGES 24
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1. REQUEST NO. AG-03K0-S-14-0021	2. DATE ISSUED 08/20/2014	3. REQUISITION/PURCHASE REQUEST NO. 703200	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
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5a. ISSUED BY USDA, Forest Service, East Side Acquisition Team	6. DELIVER BY (Date)
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5b. FOR INFORMATION CALL (NO COLLECT CALLS)		7. DELIVERY
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NAME Alisha Knaub	TELEPHONE NUMBER		<input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)
	AREA CODE 406	NUMBER 495-3860	

8. TO:		a. NAME OF CONSIGNEE Lewis and Clark National Forest
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a. NAME	b. COMPANY	b. STREET ADDRESS 1101 15th Street North
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c. STREET ADDRESS		c. CITY Great Falls
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d. CITY	e. STATE MT	f. ZIP CODE 59401
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10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 09/04/2014	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 service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.
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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	Carpenter-Snow Creel NPL Site -Ditch Liner Repair See Scheule B for the Schedule of Items Contractor please provide: DUNS: Email: Phone: Please furnish quote by 4:00 p.m. Thursday September 4, 2014 to: Alisha Knaub 415 South Front Street Townsend, MT 59644 or aknaub@fs.fed.us				

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	b. STREET ADDRESS		
c. COUNTY		16. SIGNER	
d. CITY	e. STATE	f. ZIP CODE	a. NAME (Type or print)
			b. TELEPHONE
			AREA CODE
			c. TITLE (Type or print)
			NUMBER

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SECTION B - Supplies or Services and Prices/Costs Schedule of Items

CARPENTER-SNOW CREEK DITCH LINER REPAIRS

Belt Creek Ranger District
 Lewis and Clark National Forest
 Cascade County

B- 1 - SCHEDULE OF ITEMS

Upper Tailings Site-Base Items-Schedule 1

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>METHOD OF MEASURE</u>	<u>PAY UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
15101	Mobilization	LSQ	Lump Sum	1		
15707	Bales, Straw (weed free)	AQ	Each	25		
15708	Check dams	AQ	Each	3		
15761	Soil Erosion Control	LSQ	Lump Sum	1		
25101	Placed riprap, class 3	CQ	Cubic Yard	65		
60803B	Paved waterway, type HDPE Ditch Liner T Intersection	AQ	Each	1		
60803C	Paved waterway, type HDPE Ditch Liner Flared End Section	AQ	Each	1		
60804	Geomembrane, type HDPE mat, 30 mil	CQ	*Square Yard	140		
62507	Seeding	LSQ	Lump Sum	1		
62908	Turf reindorcement mat type 5.D	CQ	*Square Yard	180		
TOTAL PRICE						

SPECIAL NOTES:

1. The bidder must bid on all items. Round to the nearest cent.
2. In the event of an error in extending the bid prices, unit prices will govern unless otherwise determined by the Contracting Officer in accordance with applicable regulations.

*Square yard - calculated quantities are for total surface area coverage. These quantities do not account for material overlap, seams, or waste. Contractor is responsible to factor in additional quantities for seams, overlaps, and waste.

SECTION C - Description/Specifications/Statement of Work

C-1 - PROJECT DESCRIPTION AND LOCATION

(a) Description of Work. In the fall of 2013, the Lewis and Clark National Forest installed an HDPE ditch liner to intercept surface runoff around two tailings sites within the Carpenter Creek Drainage. This contract is to make repairs and improve the function of the ditch liner system at two locations within the upper tailings site. These locations have been identified as Repair Site 1 and Repair Site 2.

- Repair Site 1: Work includes, but is not limited to, the replacement of a ditch liner section with a tee fitting, the excavation of new short ditch to catch concentrated water source, the lining of the ditch with pre-formed trapezoidal high density polyethylene channel liner, the replacement of erosion control blankets, the construction of riprap splash pads, and the seeding of disturbed native soils.
 - NOTE: Government will provide two sections of HDPE ditch liner. Contractor will have to provide the HDPE ditch tee intersection and HDPE ditch flared end. Contractor will install all ditch system components.
- Repair Site 2: Work includes, but is not limited to, the construction of a rip rap channel over a 30 mil HDPE liner, the replacement of erosion control blankets, the construction of check dams, and the seeding of disturbed native soils.

(b) Project Location. The project is located adjacent to the Carpenter Creek County Road near Neihart, MT. The project is located in Section 15, Section 16 and Section PB57, Range 8E Township 14N.

To access the project from Great Falls, MT take US Highway 89/87/MT 200 East for approximately 20 miles, then turn right onto US Highway 89. Continue on US Highway 89 for approximately 33 miles. Turn left onto the Carpenter Creek Road. Continue on the Carpenter Creek Road for approximately 2.1 miles. The lower and upper tailings piles will be on your right.

(c) Price Range. Under \$25,000

(d) Pre-bid Tour. No pre-bid tour will be conducted however, bidders are encouraged and expected to visit the project site. For site information and contract specifications contact Reid Stovall at the Helena NF Supervisor's office at (406)495-3766.

(e) Contract Time and Estimated Starting Date. The estimated starting date of the project is in the summer of 2014 and the project shall be completed by October 30, 2014.

(f) Government Furnished Materials. Two sections of 24" HDPE Ditch liner

C-2 - SPECIFICATIONS

Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-03, U.S. Customary Units is included in this solicitation and any resultant contract and are incorporated by reference. These are also called Standard Specifications. This publication is available for purchase from the Superintendent of Documents, US Government Printing Office (GPO), Washington, DC 20402 (202-512-1800).

The GPO publication number is FHWA-FLH-03-002. It may also be accessed electronically at the following website address: <http://www.wfl.fha.dot.gov/design/specs/fp03.htm>.

Forest Service Supplemental Specifications include additions and revisions to the **Standard Specifications**. The following Supplemental Specifications are a part of the solicitation and any resulting contract and are included hard copy herein.

<u>FSSS NUMBER</u>	<u>DESCRIPTION</u>
PREFACE	
101	TERMS, FORMAT, AND DEFINITIONS
102	BID, AWARD, AND EXECUTION OF CONTRACT
103	SCOPE OF WORK
104	CONTROL OF WORK
105	CONTROL OF MATERIAL
106	ACCEPTANCE OF WORK
107	LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC
108	PROSECUTION AND PROGRESS
109	MEASUREMENT AND PAYMENT
151	MOBILIZATION
152	CONSTRUCTION SURVEY AND STAKING
153	CONTRACTOR QUALITY CONTROL
155	SCHEDULES FOR CONSTRUCTION CONTRACTS
157	SOIL EROSION CONTROL
158	WATERING FOR DUST CONTROL
201	CLEARING AND GRUBBING
203	REMOVAL OF STRUCTURES AND OBSTRUCTIONS
204	EXCAVATION AND EMBANKMENT
208	STRUCTURE EXCAVATION & BACKFILL FOR SELECTED MAJOR STRUCTURES
209	STRUCTURE EXCAVATION AND BACKFILL
251	RIPRAP
602	CULVERTS AND DRAINS
608	PAVED WATERWAYS
619	FENCES, GATES, AND CATTLE GUARDS
622	RENTAL EQUIPMENT
623	GENERAL LABOR
625	TURF ESTABLISHMENT
629	ROLLED EROSION CONTROL PRODUCTS AND CELLULAR CONFINEMENT SYSTEMS
633	PERMANENT TRAFFIC CONTROL
704	SOIL
705	ROCK
713	ROADSIDE IMPROVEMENT MATERIAL
718	TRAFFIC SIGNING AND MARKING MATERIAL
725	MISCELLANEOUS MATERIAL

The following drawings are applicable to this solicitation.

<u>SHEET NUMBER</u>	<u>DESCRIPTION</u>
1	TITLE SHEET AND INDEX
2	ESTIMATED QUANTITIES
3	VICINITY MAP
4	LOWER TAILINGS SITE PLAN
5	UPPER TAILINGS REPAIR SITES
6	HDPE DITCH LINER TYPICAL DETAILS
7	HDPE DITCH LINER T INTERSECTION TYPICAL DETAILS
8	HDPE DITCH LINER FLARED END SECTION/REPAIR 1
9	HDPE LINED RIP RAP CHANNEL/REPAIR 2
10	HDPE DITCH LINER FLARED END/PLAN VIEW TYPICAL
11	CHECK DAM TYPICAL
12	STRAW BALE/EXCESS WASTE PLACEMET

C-3 – TEMPORARY FACILITIES AND UTILITIES

Staging Area - The Contractor shall coordinate with the CO on a staging area location. Access must be maintained to other facilities on the site. The Contractor shall operate all equipment and store, transport, and handle materials in a manner that will not damage the existing roads, parking lots, and landscaping.

Electrical – Electrical outlets are not available on site.

Potable Water – There is no potable water available on this project.

Toilet Facilities – There are no toilet facilities available on this project.

C-4 – CLEANUP AND DISPOSAL

The Contractor shall be responsible for solid waste disposal. The Contractor shall at all times keep the area in a clean, neat, and orderly condition. Construction related debris, including but not limited to used motor oil, oil cans, grease cartridges and refuse shall be removed promptly from the site and disposed of in a lawful manner off National Forest System lands. Fees for the use of landfills or transfer stations shall be paid for by the Contractor if there is a charge.

C-5 – SECURITY AND PROTECTION

Security and Protection – Security is the Contractor’s responsibility. Limit access to the construction area to persons involved in the work. Provide secure storage for materials that are stored on site. Secure completed work as required to prevent loss.

Barricades, warning signs and light shall comply with standards and code requirements for erection of structurally adequate barricades. All road warning signs, barricades, and traffic control devices shall conform to MUTCD. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights.

Maintenance of Traffic – The Contractor is authorized to use roads under the jurisdiction of the Forest Service for all activities necessary to complete this contract, subject to limitations and authorizations shown on the drawings or specified under this contract when such use will not damage the roads or national forest resources and when traffic can be accommodated safely.

Protection of Improvements – The Contractor shall complete sequences of construction activity in order to prevent damage to equipment, material, and articles incorporated into the work covered by this contract.

Contractor shall be responsible for repairing any damages by Contractor's operations, at no expense to the Government, to existing improvements such as fences, utilities, landscaping and other features.

Archeological Discoveries – Archeological discoveries, either shown on the plans or otherwise, shall be brought to the attention of the COR. Work shall immediately cease near new discoveries and shall not commence until directed by the COR. All archeological discoveries shall be protected from damage until remediations to the discoveries are determined adequate by the COR.

AGAR 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.

AGAR 452.211-73 Attachments To Statement 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.

SECTION E - Inspection and Acceptance

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/VFFAR1.HTM>

52.246-12 Inspection of Construction. (AUG 1996)

SECTION F - Deliveries or Performance

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/VFFAR1.HTM>

FAR 52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984) Alternate I (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 30 October 2014. The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by **1 September 2014**. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

NOTE: Notify the Contracting Officer (CO) of intent to begin work at least fourteen days in advance.

52.242-14 Suspension of Work. (APR 1984)

SECTION G - CONTRACT ADMINISTRATION DATA

The "Submit Invoice-to" address for USDA orders is the Department of Treasury's Invoice Processing Platform (IPP). The contractor must follow the instructions on how to register and submit invoices via IPP as prescribed in the previous communications from USDA and Treasury. All invoices are to be submitted via the electronic Invoice Processing Platform. 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.

452.215-73 Postaward Conference. (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled and held at a place and time to be determined after the date of contract award

SECTION H - Special Contract Requirements

Noxious Weeds/Equipment Cleaning

Equipment, materials, and vehicles shall be visually inspected by the COR, or other designated Forest Service official, and certified in writing by the Contractor to be reasonably clean and weed free. Inspections will take place at a location agreed to by the COR and Contractor in advance of delivery to the job site. Equipment and vehicles shall proceed directly to the job site following the inspection. Materials, including delivery vehicles, delivered to the project site will also be inspected prior to entering the area.

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.

SECTION 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): <http://farsite.hill.af.mil/VFFAR1.HTM>

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

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

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

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

52.222-35 Equal Opportunity for Veterans. (SEP 2010)

52.222-37 Employment Reports on Veterans. (SEP 2010)

- 52.223-2 Affirmative Procurement of Bio-based Products Under Service and Construction Contracts. (SEPT 2013)**
- 52.223-6 Drug-Free Workplace. (MAY 2001)**
- 52.224-1 Privacy Act Notification. (APR 1984)**
- 52.224-2 Privacy Act. (APR 1984)**
- 52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)**
- 52.227-4 Patent Indemnity--Construction Contracts. (DEC 2007)**
- 52.228-5 Insurance – Work on a Government Installation (JAN 1997)**
- 52.232-5 Payments under Fixed-Price Construction Contracts. (SEP 2002)**
- 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 - Central Contractor Registration. (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)**
- 52.236-2 Differing Site Conditions. (APR 1984)**
- 52.236-3 Site Investigation and Conditions Affecting the Work. (APR 1984)**
- 52.236-5 Material and Workmanship. (APR 1984)**
- 52.236-6 Superintendence by the Contractor. (APR 1984)**
- 52.236-7 Permits and Responsibilities. (NOV 1991)**
- 52.236-8 Other Contracts. (APR 1984)**
- 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (APR 1984)**
- 52.236-10 Operations and Storage Areas. (APR 1984)**
- 52.236-11 Use and Possession Prior to Completion. (APR 1984)**
- 52.236-12 Cleaning Up. (APR 1984)**
- 52.236-13 Accident Prevention. (NOV 1991)**
- 52.236-14 Availability and Use of Utility Services. (APR 1984)**
- 52.236-16 Quantity Surveys. (APR 1984)**
- 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) (Alternate III)**
- 52.243-5 Changes and Changed Conditions. (APR 1984)**
- 52.244-6 Subcontracts for Commercial Items. (JUL 2013)**
- 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)**

52.222-5 Davis-Bacon Act--Secondary Site of the Work. (JUL 2005)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

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:

Foreign and Domestic Construction Materials Price Comparison

<u>Construction Material Description</u>	<u>Unit of Measure</u>	<u>Quantity</u>	<u>Price (Dollars)*</u>
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

Item 2: _____
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).

452.209-71 Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants ALT 1 (FEB 2012)

(a) This award is subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that is –

- (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 and 434.

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)

SECTION J - List of Documents, Exhibits, and Other Attachments

The following documents are attached separately from the solicitation:

J-1 Forest Service Supplemental Specifications 38 Pages

J-2 Carpenter-Snow Ck Drawings 12 Pages

J-3 Davis Bacon Wage Determination No. MT140080 03/07/2014 (8 pages) located at:

<http://www.wdol.gov/dba.aspx>

**SECTION K - Representations, Certifications, and Other Statements of Offerors
or Respondents**

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): <http://farsite.hill.af.mil/VFFAR1.HTM>

52.204-8 Annual Representations and Certifications (Jan 2014)

(a)

- (1) The North American Industry classification System (NAICS) code for this acquisition is 237990
- (2) The small business size standard is \$33.5 M
- (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 certification 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 the 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 Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American Act--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 Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

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

___ (i) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (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 Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (iv) 52.222-52 Exemption from Application of the Service Contract Act 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	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the

representations and certifications posted on SAM.
(End of Provision)

52.219-1 Small Business Program Representations (Apr 2012)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 237990

(2) The small business size standard is \$33.5 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) *Representations.*

(1) The offeror represents as part of its offer that it is, is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it is, is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.]* The offeror represents as part of its offer that—

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.]* The offeror represents as part of its offer that--

(i) It is, is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.] The offeror represents as part of its offer that is is, is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that –

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“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 (a) of this provision.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern,” means a small business concern --

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- “Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) *Notice.*

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

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

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code 237990 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)

452.209-70 Representation by corporations regarding an unpaid delinquent tax liability or a felony conviction ALT 1 (FEB 2012)

(a) Awards made under this solicitation are subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 443 and 434 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 representations.

(b) The Offeror represents that—

(1) The offeror is [], is not [] 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, North Mariana Islands, Pureto 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 it is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

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
- Size Standard \$33.5 Million

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

L-1 Required Documents for Quote

1. SF-18 completed and signed
2. Schedule B -Prices
3. Section K – Completed by offeror
4. Experience Questionnaire

52.216-1 Type of Contract. (APR 1984)

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

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
3.2%

Goals for Female Participation for Each Trade

6.9%

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, Cascade County, Great Falls, MT.

52.225-10 Notice of Buy American Act Requirement - Construction Materials. (FEB 2009)

(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 Act--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 Act 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 Act 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 Act, 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.

52.236-27 Site Visit (Construction) (FEB 1995)

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

Name: Reid Stovall
Address: 2880 Skyway Drive
Helena, MT 59602
Telephone: (406)495-3766

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.

Contact: Alisha Knaub @ 406-495-3860 or email at aknaub@fs.fed.us

SECTION M - Evaluation Factors for Award

M - 1 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 price, experience, and past performance.

Prices quoted – in the Schedule of Items – will be used to establish price reasonableness and to demonstrate the Respondent's clear understanding of the work to be performed (price realism).

M - 2 EVALUATION FACTORS

The following factors shall be used to evaluate offers:

1. **Experience and Record of Past Performance** (experience of the firm, i.e., company and project manager/foreman, in similar work; and, performance record for work in the past three years)
2. **Price.**

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 (the Experience Questionnaire in Section J will be used as part of quote evaluation). Where experience and past performance are determined to be substantially equal, price may control award.