REQUEST FOR QUOTATION

(THIS IS NOT AN ORDER)

THIS RFQ [X] IS [ ] IS NOT A SMALL BUSINESS SET ASIDE

PAGE 1 OF 2 PAGES

1. REQUEST NO. AG-87BJ-S-15-0005

2. DATE ISSUED 03/13/2015

3. REQUISITION/PURCHASE REQUEST NO. 733051

4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG.1

RATING

5a. ISSUED BY
USDA FOREST SERVICE
BUTTE RDSO ANNEX
1820 MEADOWLARK
BUTTE MT 59701

6. DELIVERY BY *(Date)* 05/22/2015

7. DELIVERY [X] FOB DESTINATION [ ] OTHER *(See Schedule)*

9. DESTINATION

a. NAME OF CONSIGNEE USDA FOREST SERVICE DIST RANGER

b. STREET ADDRESS
SHEYNNE RANGER DIST
BOX 946

c. CITY LISBON

d. STATE ND

e. ZIP CODE 58054

5b. FOR INFORMATION CALL: *(No collect calls)*

NAME TREVOR MATTSON

TELEPHONE NUMBER — AREA CODE 406 — NUMBER 494-0242

8. TO:

a. NAME

b. COMPANY

c. STREET ADDRESS

d. CITY

e. STATE

f. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS *(Date)*
03/27/2015 1700 MS

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)
	Jorgen's Hollow CG fences Part I: The Schedule 1. Section A: SF-18 2. Section B: Services and Prices 3. Section C: Statement of Work 4. Section D: Packaging and Marking 5. Section E: Inspection and Acceptance 6. Section F: Deliveries or Performance 7. Section G: Contract Administration Data 8. Section H: Special Contract Requirements Part II: Contract Clauses 9. Section I: Contract Clauses Part III: List of Documents, Exhibits & Other Attachments Continued ...				

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

a. NAME OF QUOTER

b. STREET ADDRESS

c. COUNTY

d. CITY

e. STATE

f. ZIP CODE

14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION

15. DATE OF QUOTATION

16. SIGNER

a. NAME *(Type or print)*

b. TELEPHONE — AREA CODE — NUMBER

c. TITLE *(Type or print)*

AUTHORIZED FOR LOCAL REPRODUCTION
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STANDARD FORM 18 (REV. 6-95)
Prescribed by GSA - FAR (48 CFR) 53.215-1(a)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED AG-87BJ-S-15-0005	PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	10. Section J: List of Documents, Exhibits, and Other Attachments Part IV: Representations & Instructions 11. Section K: Representations, Certifications, and Other Statements of Offerors 12. Section L: Instructions, Conditions, and Notices to Offerors or Respondents 13. Section M: Evaluation Factors for Award Period of Performance: 04/01/2015 to 05/22/2015				
001	Jorgen's Hollow CG fences Delivery: 05/22/2015 FOB: Destination				

AG-87BJ-S-15-0005
Dakota Prairie Grasslands
Jorgen's Hollow Campground Fences

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C - Statement of Work 3
D - Packaging and Marking 4
E - Inspection and Acceptance 4
F - Deliveries or Performance 4
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I - Contract Clauses 5
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M - Evaluation Factors for Award 21

B - Services and Prices
Jorgen's Hollow Campground Fences
Sheyenne Ranger District
Richland County, North Dakota

B-1 SCHEDULE OF ITEMS

ITEM NO.	DESCRIPTION	Method of Measurment	Estimated Qty	Pay Unit	Total
001	Mobilization	LSQ	1	LS	
002	Removal of Barbed Wire Fence and 5 Hitch Rails	AQ	710	LF	
003	Installation of Self Closing Gate (Government Furnished Material)	AQ	3	Each	
004	Installation of Post and Rail Wood Fence (Government Furnished Material)	AQ	2200	LF	
005	Installation of Barbed Wire Fence Type 4-Wire	AQ	800	LF	

LSQ-Lump Sum Quantities
AQ-Actual Quantities
LS-Lump Sum
LF-Linear Feet

This is a Request for Quotation (RFQ) and therefore, no public opening will be held. The results will not be made public prior to award. Quotes submitted in response to this RFQ will not be returned, but will be retained by the U.S. Forest Service for official record purposes. The RFQ does not commit the Government to pay any costs incurred in the preparation or the submission of this quote, or to make any award.

Vendor must be registered in System for Award Management www.sam.gov (which replaces CCR/ORCA registrations) prior to award.

Price quotation furnished by:

Name _____ Phone (____) _____

DUNS # _____

C - Statement of Work

C- 1 PROJECT DESCRIPTION AND LOCATION

(a) **Description of Work.** Jorgen's Hollow Campground Fences project is the construction of:

1. Post and Rail Fence
2. Installation of a barbed wire fence and trailhead hitch rails
3. Installation of Government Furnished self-closing gates

The services required by this contract are for furnishing all labor, equipment, supervision, transportation, operating supplies and incidentals necessary to accomplish the construction and installation of all fences and gates indicated herein and as staked on the ground by the US Forest Service in compliance with the terms, conditions, specifications and provisions of this contract.

(b) **Project Location.** The Jorgen's Hollow Campground Fences project is located approximately 22 miles East on Highway 27 and 7 miles North on County roads #4 and #23 from Lisbon, North Dakota in Section 10. T135N. R52W in Richland County, North Dakota on the Sheyenne Ranger District.

(c) **Price Range.** Government estimated magnitude is less than $25,000

(d) **Period of Performance.** April 13th, 2015 through May 22nd, 2015

(e) **Governemnt Furnished Property.**

3 – self closing gates – 2 new, 1 to be relocated
160 – posts
310 – rails

All Government furnished material will be on-site or delivered to the site.
Contractor to provide a 48 hour notice prior to delivery

D - Packaging and Marking

{For this solicitation there are NO Clauses.}

E - Inspection and Acceptance

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
https://www.acquisition.gov/far/
http://www.dm.usda.gov/procurement/policy/agar.html

FAR 52.246-1 Contractor Inspection Requirements (APR 1984)

FAR 52.246-12 Inspection of Construction (APR 1996)

F - Deliveries or Performance

FAR 52.242-14 Suspension of Work (APR 1984)

FAR 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 **May 8th , 2015**. The time stated for completion shall include final cleanup of the premises.

G - Contract Administration Data

G- 1 INVOICING INSTRUCTIONS

(a) Invoices - In addition to the clause language in FAR 52.212-4, the following direction is provided:
  (1) Invoices shall include only those products provided during the billing period;
  (2) Invoices shall bill by Line Items as listed in the Schedule of Items

(b) Effective February 24, 2014 all invoices are required to be submitted through 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. 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

452.215-73 Postaward Conference

A post award conference with the successful offeror is required. It will be scheduled within **5** days after the date of contract award. The conference will be held at: a time and location to be determined to be later.

H - Special Contract Requirements

AGAR 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.

I - Contract Clauses

FAR 52.204-7 System for Award Management (JUL 2013)
FAR 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)
FAR 52.219-28 Post-Award Small Business Program Re-representation (JUL 2013)
FAR 52.222-3 Convict Labor (JUN 2003)

FAR 52.222-6 Davis-Bacon Act (JUL 2005)
FAR 52.222-7 Withholding of Funds (FEB 1988)
FAR 52.222-8 Payrolls and Basic Records (JUN 2010)
FAR 52.222-9 Apprentices and Trainees (JUL 2005)
FAR 52.222-10 Compliance with Copeland Act Requirements (FEB 1988)
FAR 52.222-11 Subcontracts (Labor Standards) (JUL 2005)
FAR 52.222-12 Contract Termination - Debarment (FEB 1988)
FAR 52.222-13 Compliance with Davis-Bacon and Related Act Regulations (FEB 1988)
FAR 52.222-14 Disputes Concerning Labor Standards (FEB 1988)
FAR 52.222-15 Certification of Eligibility (FEB 1988)
FAR 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
FAR 52.222-26 Equal Opportunity (MAR 2007)
FAR 52.222-27 Affirmative Action Compliance Requirements for Construction (FEB 1999)
FAR 52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2011)
FAR 52.223-6 Drug-Free Workplace (MAY 2001)
FAR 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
FAR 52.232-5 Payments under Fixed-Price Construction Contracts (SEP 2002)
FAR 52.232-23 Assignment of Claims (JAN 1986)
FAR 52.232-27 Prompt Payment For Construction Contracts (JUL 2013)
FAR 52.232-33 Payment by Electronic Funds Transfer – System for Award Management (JUL 2013)
FAR 52.233-1 Disputes (JUL 2002)
FAR 52.233-3 Protest after Award (AUG 1996)
FAR 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
FAR 52.236-2 Differing Site Conditions (APR 1984)
FAR 52.236-5 Material and Workmanship (APR 1984)
FAR 52.236-6 Superintendence by the Contractor (APR 1984)
FAR 52.236-7 Permits and Responsibilities (NOV 1991)
FAR 52.236-8 Other Contracts (APR 1984)
FAR 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
FAR 52.236-10 Operations and Storage Areas (APR 1984)
FAR 52.236-11 Use and Possession Prior to Completion (APR 1984)
FAR 52.236-12 Cleaning Up (APR 1984)
FAR 52.236-13 Accident Prevention (NOV 1991)
FAR 52.236-16 Quantity Surveys (APR 1984)
FAR 52.236-17 Layout of Work (APR 1984)
FAR 52.243-5 Changes and Changed Conditions (APR 1984)
FAR 52.244-6 Subcontracts for Commercial Items (JUL 2013)
FAR 52.245-1 Government Property (APR 2012)
FAR 52.246-21 Warranty of Construction (MAR 1994)
FAR 52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984) - Alternate I (APR 1984)
FAR 52.249-10 Default (Fixed-Price Construction) (APR 1984)
FAR 52.253-1 Computer Generated Forms (JAN 1991)

AGAR 452.211-72 Statement of Work/Specifications (FEB 1988)
AGAR 452.211-73 Attachments to Statements of Work/Specifications (FEB 1988

FAR 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (JUL 2012)

(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 the environmental point of contact identified in paragraph (d) of this clause, 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;

(2) Submit this report no later than-

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

(ii) At the end of contract performance; and

(3) Contact the environmental point of contact to obtain the preferred submittal format, if that format is not specified in this contract.

(c) The environmental point of contact for this contract is: http://www.biopreferred.gov/.

FAR 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 non-availability 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

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item 2:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

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

FAR 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.

(d) 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.

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

(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 it –

(1) does not have 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 federal criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, the Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 433 or 434.

AGAR 452.236-72 Use of Premises (NOV 1996)

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

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

J - List of Documents, Exhibits, and Other Attachments

J- 1 ATTACHMENT 1: Wage Determination, General Decision Number: ND150019 01/02/2015 ND19.pdf
J- 2 ATTACHMENT 2: Experience Questionnaire.pdf
J- 3 ATTACHMENT 3: Supplemental Specifications and Drawings.pdf

K - Representations, Certifications, and Other Statements of Offerors

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

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

FAR 52.223-1 Biobased Product Certification (MAY 2012)

FAR 52.204-8 Annual Representations and Certifications (JUL 2013)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **238990** All Other Specialty Trade Contractors

(2) The small business size standard is **$15.0 million**.

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

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

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[X] (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 $77,494, the provision with its Alternate II applies.

(D) If the acquisition value is $77,494 or more but is less than $100,000, the provision with its Alternate III applies.

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

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

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions

Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

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

(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 website 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.

AGAR 452.209-70 Representation by Corporations Regarding and Unpaid Delinquent Tax Liability or a Felony Conviction (FEB 2012) ***Alternative 1***

(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 433 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 representation.

(b) The Offeror represents that –

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

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

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

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

(3) The Offeror does [ ], does not [ ] *(check one)* have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

_____ _____
Contractor's Signature Date

_____
Contractor's Name and Title

AGAR 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: **238990** All Other Specialty Trade Contractors
- Size Standard: **$15.0 million dollars**

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

L- 1 INSTRUCTIONS

(a) **Documents to Return.** SF1442, Section B, Section K, Experience Questionnaire.

(b) **Note.** Pages 2 and 5 of the supplemental specifications and drawings have been incorporated into Section C of this solicitation.

FAR 52.216-1 Type of Contract (APR 1984)

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

FAR 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.

FAR 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.

(c) 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	Goals for Female Participation for Each Trade
.7%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside 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 **Richland County North Dakota**

FAR 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).

(c) *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.

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.

M - Evaluation Factors for Award

M- 1 AWARD DETERMINATION

(a) 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, and past performance.

M- 2 EVALUATION FACTORS

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