

Solicitation Issue Date: July 10, 2015

Method of Solicitation: Request for Quotation (RFQ).

The solicitation and incorporated provisions and clauses are those in effect through the most current Federal Acquisition Circular FAC 2005-81.

North American Industry Classification (NAICS): 562910 (Remediation Services) Size Standard is \$20.5 Million

Set Aside: 100% small business set-aside.

General Information: The intent of this solicitation is to obtain quotes for Well Plugging Services.

See below for complete project description.

Provide quote by: 4:00 PM, Mountain Standard Time on July 24, 2015.

DOCUMENTS TO RETURN:

The following documents shall be submitted by the offeror for evaluation to be considered responsive:

- Schedule of Items
- Similar Experience List with Past Performance Reference Phone #'s
- Annual Representations & Certifications
- Acknowledge any amendments per the instructions in Block 11 on the SF-30 **if applicable.**

Send quote to: Forest Service, East Side Acquisition Team (ESAT)

Attn: Lisa Rakich
420 Barrett Street
Dillon, MT 59725
E-mail - lrakich@fs.fed.us

For solicitation questions call Lisa Rakich at (406)683-3968

Services and Prices

SCHEDULE OF ITEMS

Pay Item	Description	Method of Measurement	Pay Unit	Estimated Quantity	Unit Price	Total Price
315	Well Plugging	LSQ	LS	1	\$	\$
203	Removal of Obstructions	LSQ	LS	1	\$	\$
151	Mobilization	LSQ	LS	1	\$	\$
Total for Item 1						

Item 2 "J" Artesian

Pay Item	Description	Method of Measurement	Pay Unit	Estimated Quantity	Unit Price	Total Price
315	Well Plugging	LSQ	LS	1	\$	\$
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151	Mobilization	LSQ	LS	1	\$	\$
Total for Item 2						

Item 3 Bjugstad

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315	Well Plugging	LSQ	LS	1	\$	\$
203	Removal of Obstructions	LSQ	LS	1	\$	\$
151	Mobilization	LSQ	LS	1	\$	\$
Total for Item 3						
Total Quote						

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 (____) _____

Address _____ FAX (____) _____

_____ E-mail _____

DUNS # _____

PROJECT DESCRIPTION AND LOCATION

- (a) Description of Work** – This contract requires furnishing labor, equipment (fully operated), supervision, transportation, operating supplies and incidentals to plug three flowing wells and remove obstructions from well sites on the Sheyenne Ranger District.

The well depth is estimated from other flowing wells in the area to be 400' to 500' in the Dakota Sandstone formation. Seal wells to the depth of the overlying bedrock shale formation estimated to be $\pm 200'$.

The materials to remove or leave will be marked by the Forest Service. All work shall be in compliance and with the plans, drawings, and specifications, for this project.

Item 1. A 4½" diameter casing 3' out of the ground. Remove all old material including but not limited to fence, pipe sticking out of the ground, square concrete tank 16' x 16' x 2', tank base 24' x 24', round concrete tank base 40' diameter.

Item 2. A 6" diameter casing $\pm 4'$ out of the ground. Salvage 8' diameter rubber stock tank if possible, and set aside for the grazing association. Remove concrete under tank $\pm 12'$ diameter. Leave fence.

Item 3. A 3" diameter casing $\pm 2'$ out of the ground. Remove concrete pile $\pm 24' \times 12' \times 5'$ high, fence around well, old wind mill on the ground, old steel 1" pipe on the ground. Leave old homestead concrete foundation, round concrete tank site flush with the ground and wheels and axle.

(b) Project Location. The project is located in Ransom County, ND on the Sheyenne Ranger District ± 15 miles East of Lisbon, ND (see maps)

(c) Pre-Bid Tour. There will not be a pre bid tour of this project. Interested parties may contact Stacy Swenson at the Sheyenne Ranger District at 701-683-6805 for directions to view the project site on their own or Russ Walsh 701-227-7836 for other contract information.

(d) Estimated Start Date. It is anticipated that work can begin August 15, 2015.

(e) Period of Performance. Work shall be completed by July 1, 2016.

(f) Government-Furnished Property. None

(g) Submittals. Well Plugging Records (See 315 specification sheet)

(h) Permits. The contractor is responsible for all necessary permits including Call 1-800-795-0555 before you dig and an off Highway Vehicle permit from the Sheyenne Ranger District.

SPECIFICATIONS

- a) **Existing Facilities.** In addition to the requirements of the Use of Premises Clause, AGAR 452.236-70, all existing facilities structures damaged by the Contractor shall be replaced or repaired by the Contractor at no additional cost to the Government. This includes any facilities inside or outside the project limits, including along any access routes.

Do not trim or damage vegetation except with specific Contracting Officers Representative (COR) approval.

- b) **Pollution and Erosion Control.** During all operations under this contract, the Contractor shall exercise reasonable measures to prevent or minimize soil erosion and pollution of water and other resources. All refuse, including garbage, rubbish, and solid or liquid wastes, from the Contractor's operations, including camps, parking areas, and equipment maintenance areas shall be stored, collected, and disposed of in a sanitary and nuisance-free manner. Refuse shall be disposed of in State-approved landfills unless otherwise approved by the COR.
- c) **Storage and Stockpiling.** The Contractor shall confine storage of equipment, materials, and vehicles to within the limits delineated by the Contracting Officer. The Contractor shall be solely responsible for the loss of or damage to materials stored on Forest Service lands or elsewhere.
- d) **Worksite Cleanliness and Final Cleanup.** Maintain the project work areas in a clean and orderly condition throughout the progress of work under this contract. All refuse, including garbage, rubbish, and solid or liquid wastes from the Contractor's operations shall be stored and collected in a sanitary manner and disposed of off Government property in a legal manner. Maintain strict control of hazardous materials to prevent contamination of the site.
- e) **Equipment Specifications.** Equipment and tools shall be in good mechanical and operating condition, fully capable of performing all phases of the specified work.
- f) **Weather Conditions.** Work will be suspended if, in the opinion of the Contracting Officer, weather conditions preclude effective protection of resources, site rehabilitation, or otherwise impact project end results in a significant, negative manner.
- g) **Noxious Weed Control.** In order to prevent the potential spread of noxious weeds, the Contractor is required to furnish weed-free equipment. The Contractor's equipment shall be cleaned to remove all dirt and plant parts and material that may carry noxious weed seeds into the construction area. All subsequent move-ins shall be treated the same as the initial move-in. Prior to move-in the Contractor shall make equipment available to Forest Service inspection at an agreed location.

HAULING AND DISPOSAL OF MATERIALS

- a) All materials removed from the site shall be disposed of in a legal manner off National Forest System lands. All fees associated with material disposal shall be paid by the Contractor.

CLEANUP AND DISPOSAL

The Contractor shall at all times keep the area in an orderly condition. Upon completing the work, the Contractor shall remove from the site and premises any rubbish, tools, equipment, and materials that are not the property of the Forest Service. Upon completing the work, the Contractor shall leave the work areas in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

EXISTING UTILITIES

The Contractor is responsible for location of all utilities prior to beginning work. Damaged utilities shall be repaired at the Contractor's expense.

FIRE CONTROL (FS.236.1)

- (a) Contractor's Responsibility for Contractor-Caused Fires – The Contractor, whether or not directed by the Forest Service, shall immediately extinguish, without expense to the Government, all fires on or in the vicinity of the project which are caused by Contractor's employees, whether set directly or indirectly as a result of Contractor operations. The Contractor may be held liable for all damages and costs of additional labor, subsistence, equipment, supplies, and transportation resulting from fires set or caused by the Contractor's employees or resulting from contract operations.

- (b) Other Fires – For the purpose of fighting forest fires on or in the vicinity of the project, which are not caused by the Contractor or his employees, the Contractor when requested by the Contracting Officer shall place his employees and equipment temporarily at the disposal of the Forest Service. Payment for such services will be made by the Government at not less than the current rate for fire-fighting services established by the Forest Service in the area concerned.

Any employees and equipment furnished will be relieved from firefighting as soon as the Forest Service finds that it is practicable to employ other labor and equipment adequate for the protection of the area.

An equitable adjustment in contract time may be made for this period.

- (c) Fire Plan – At all times during fire season period, as specified by State law, the Contractor shall comply with each of the following provisions to the extent applicable to his operation under the contract.
 1. Fire Tools – The Contractor will provide for each employee in the contract area at least one approved hand tool of a type appropriate in the contract area, such as shovel, pulaski, or ax.
 2. Fire Extinguishers– Each unit of powered equipment used in connection with this contract, including automobiles, trucks, tractors, etc., shall be equipped with a fire extinguishers as follows:
 - One - fire extinguisher, dry chemical type of not less than 2-1/2 pound capacity with 4 BC or higher rating.
 3. Smoking – Smoking shall not be permitted within the contract area except on surfaced or dirt roads, at landings, within closed vehicles, in camps, or at other posted places, and shall never be allowed while working or traveling on foot.
 4. Storage of Petroleum and Other Highly Flammable Products – Gasoline, oil, grease, or other highly flammable material will be stored either in a separate building used exclusively for such storage, or at a site where all combustible debris and vegetation is cleared away within a radius of 25 feet. Fire extinguishers and/or sand barrels may be required at such locations specified by the Forest Service when unusually hazardous conditions exist.
 5. Welding – Welding or use of cutting torches will be permitted only in areas that have been cleared or are free of all material capable of carrying fire. Flammable debris and vegetation must be removed from within a minimum of 10 feet radius of all welding and cutting torch operations. A shovel and a 5-gallon standard backpack water container (filled), with hand pump attached, shall be immediately available for use in the event of a fire start.

109 – MEASUREMENT AND PAYMENT

109.1 General. Measurement and payment for contract work will be made only for and under those pay items included in the **Schedule of Items**. All other work and materials will be considered incidental to and included in the payment of the pay items in the **Schedule of Items**.

Work measured and paid for under one pay item will not be paid for under any other pay item.

109.2 Units of Measurement. Payment will be by units defined and determined according to U.S. standard measure and by the following.

- (A) Lump Sum (LS) The quantities that denote one complete unit of work as required by or described in the contract, including necessary materials, equipment, and labor to complete the job.
- (B) Linear Foot (LF) Measurement of 12 inches along a reference line.
- (C) Cubic Yard (CY) The measurement computed by the average end area method from measurements made longitudinally along a centerline of reference line.
- (D) Each (EA) One complete unit which may consist of one or more parts. The quantity is the actual number or units completed and accepted.
- (E) Hour (H) Measurements will be for the actual number of hours performed by the contractor.
- (F) Square Foot (SF) Measured on a plane parallel to the surface being measured.

109.4 Methods of Measurement. One of the following methods of measurement for determining payment is designated on the Schedule of Items for each Pay Item.

- (A) Actual Quantities. (AQ) these quantities are determined from measurements of completed work.
- (B) Lump Sum Quantities. (LSQ) these quantities denote one complete unit of work as required by or described in the contract, including necessary material, equipment, and labor to complete the job.
- (C) Contract Quantities. (CQ) These quantities denote the final number or units to be paid for under the terms of the contract. They are based upon the original design data available prior to advertising the project. Original design data include the preliminary survey information, design assumptions, calculations and drawings. Changes in the number of units Designated in the Schedule of Items maybe authorized under the following:

1. As a result of changes in the work approved by the CO.
2. As a result of the CO determining that errors exist in the original design that cause a Pay Item quantity to change by 15 percent or more.
3. As a result of the contractor submitting to the CO a written request showing evidence of errors in the original design that cause a Pay Item quantity to change by 15 percent or more. The evidence must be verifiable and consist of calculations, drawings, or other data that show how the design

109.05 Scope of Payment. Payment for contract work is provided, either directly or indirectly, under the pay items listed in the bid schedule.

(a) Direct payment. Payment is provided directly under a pay item listed in the bid schedule when one of the following applies:

(1) The work is measured in the Measurement Subsection of the Section ordering the work and the bid schedule contains a pay item for the work from the Section ordering the work.

(2) The Measurement Subsection of the Section ordering the work, references another Section for measuring the work and the bid schedule contains a pay item for the work from the referenced Section.

(b) Indirect payment. Work for which direct payment is not provided is a subsidiary obligation of the Contractor. Payment for such work is indirectly included under other pay items listed in the bid schedule. This includes instances when the Section ordering the work references another Section for performing the work and the work is not referenced in the Measurement Subsection of the Section ordering the work.

Compensation provided by the pay items included in the bid schedule is full payment for performing contract work in a complete and acceptable manner. Risk, loss, damage, or expense arising out of the nature or prosecution of the work is included in the compensation provided by the pay items.

Work measured and paid for under one pay item will not be paid for under other pay items. The quantities listed in the bid schedule are approximate unless designated as a contract quantity. Limit pay quantities to the quantities staked, ordered, or otherwise authorized before performing the work. Payment will be made for the actual quantities of work performed and accepted or material furnished according to the contract. No payment will be made for work performed in excess of that staked, ordered, or otherwise authorized.

151 – MOBILIZATION

151.01 Description

This work consists of moving personnel, equipment, material and incidentals to the project and performing all work necessary before beginning work at the project site. Mobilization includes the costs associated with obtaining permits, insurance, and bonds. Mobilization is not intended to pay the costs of materials before they are used on the project site. Work also includes cleaning of all equipment used at the project site. Clean all construction equipment prior to entry on the project site. Remove all dirt, plant parts and material that may carry noxious weed seeds into the area. Only construction equipment inspected by the Forest Service will be allowed to operate within the project area. Treat subsequent move-ins of equipment the same as the initial move-in. Clean truck beds and dump boxes hauling to the project site prior to entering the work area.”

Payment

151.02 Basis. Pay for the accepted work at the contract unit price for the PAY ITEM SHOWN IN THE SCHEDULE OF ITEMS.

- (a) Reimburse for bond premiums before issuing the Notice to Proceed if evidence of payment is received.
- (b) When 5 percent or more of the original contract amount is earned from other PAY ITEMS, pay mobilization at the rate of 50 percent, or up to 5 percent of the original contract amount, whichever is less.
- (c) When 10 percent or more of the original contract amount is earned from other PAY ITEMS, pay mobilization at the rate of 100 percent, or up to 10 percent of the original contract amount, whichever is less.
- (d) Pay any unpaid amount for mobilization upon final acceptance of all work items.

Make payment under:

PAY ITEM

PAY UNIT

151 MobilizationLS

315 - WELL PLUGGING

TECHNICAL SPECIFICATIONS - SLURRY METHOD.

Flowing wells present some unique problems because of the continuous upward movement of water. Plugging flowing wells requires the placement of neat cement through a tremie line fast enough to stop the flow. **Plug flowing wells from the bottom up using the tremie pipe method, or approved equal.** A tremie pipe is a tube temporarily inserted into the well casing to the depth where materials are to be placed/used. A tremie pipe allows for proper placement of plugging materials and prevents plugging materials from bridging, reduces void spaces and prevents liquid grouts from being diluted by water in the well. Tremie lines should reach to within 1 or 2 feet of the desired depth and have the end cut in a diagonal. **At minimum seal to the depth of the overlying bedrock shale formation estimated depth $\pm 200'$.** Tremie pipes generally are attached to a funnel or pump. When placing plugging materials into a well, the tremie line should stay submerged in the plugging material and be retrieved slowly as the well casing fills. Flowing wells shall be plugged by well drilling professionals.

Sand point wells-If the casing can be pulled, the hole should naturally fill with native material, and no further work is required. However, if the casing cannot be pulled, a certified professional water well contractor's service will be required to properly grout the well.

After grouting is complete, the casing shall be cut off 3 feet below the surface and the hole filled with compacted soil to form a slight crown.

WELL PLUGGING MATERIAL. Well plugging materials shall form a permanent, impermeable plug that will not shrink or crack and will prevent the flow of water.

Two types of grout are allowed for plugging wells, cement grout and bentonite grout. **Cement grout** is a mixture of one 94 lb. bag of high-sulfate resistant portland cement and no more than 6 gallons of water. It has a consistency of thick cream and yields about 1.28 cubic feet of cement grout per bag of cement. Sand or other aggregate is not used in cement grout because they will separate out of the slurry and weaken the seal. **Bentonite grout** is a mixture of high solids, sodium bentonite material (sodium montmorillonite clay), and water. Bentonite used as a grout must be commercially manufactured and specifically formulated as a plugging material and approved by the COR.

Chlorine bleach shall be used to sanitize the abandoned well water before the well plugging materials are added. HTH tablets (commonly used to chlorinate for swimming pools) also may be used for this purpose. Chlorination of well water eliminates coliform bacterial and other bacteria. The water inside abandoned wells is sanitized to prevent contamination from being introduced by plugging materials.

WELL PLUGGING RECORDS. Contractor shall keep a record of all plugged wells, record shall include the following:

- *Name and address of well owner.
- *Legal land description of the well.
- *Casing diameter, depth
- *Type of well.
- *Description of well condition.
- *Description of plugging method.
- *Completion date.

Contractor is required to send a copy of the well plugging record to the COR.

Volume of the well is determined by measurement of the well diameter and depth to water and total depth of the well. Refer to Table 1 to determine the volume of material needed to fill the well casing.

Table I.

Hole diameter (inches)	Volume per foot of depth	
	gal/ft	cu. ft./ft.
4	0.7	0.1
6	1.5	0.2
8	2.6	0.3
10	4.1	0.5
12	5.9	0.8
14	8.0	1.1
16	10.5	1.4
20	16.4	2.2
24	23.6	3.1
36	53.0	7.1
48	94.2	12.6

203. — REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Description

203.01 This work consists of salvaging, removing, and disposing of buildings, fences, structures, pavements, culverts, utilities, curbs, sidewalks, and other obstructions.

Construction Requirements

203.04 Removing Material.

Do not allow debris to enter waterways, or areas designated not to be disturbed.

Remove pavements, fences, structures, and other obstructions interfering with the work and not designated to remain.

Backfill and compact cavities left by structure removal with backfill material to the lines and grades of the finished ground. Compact backfill with hauling equipment.

203.05 Disposing of Material. Dispose of debris, unsuitable material, and excess material as follows:

(a) Remove from project. Recycle or dispose of material legally off National Forest System Lands.

(b) Hazardous material. Dispose of material according to Federal, state, and local regulations.

203.06 Acceptance is based on visual inspection of the work for compliance with the contract and prevailing industry standards.

Measurement

203.07 Measure the Section 203 pay items listed in the bid schedule according to Subsection 109.02.

Payment

203.08 The accepted quantities will be paid at the contract price per unit of measurement for the Section 203 pay items listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

Contract Administration Data

INVOICING AND BILLING PROCEDURES

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.

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.

Contract Clauses

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>

52.204-18 Commercial and Government Entity Code Maintenance. (NOV 2014)

52.212-4 - Contract Terms and Conditions—Commercial Items.

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Apr 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

___ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

(6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

___ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (Nov 2011) of 52.219-3.

___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (ii) Alternate I (Jan 2011) of 52.219-4.

___ (13) [Reserved]

(14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

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- (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637 (d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (Oct 2014) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Apr 1999).
- (28) 52.222-26, Equal Opportunity (Apr 2007) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514
- (ii) Alternate I (Jun 2014) of 52.223-13.
- (37) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-14.
- (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (39) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-16.

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- (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (May 2014) of 52.225-3.
- (iii) Alternate II (May 2014) of 52.225-3.
- (iv) Alternate III (May 2014) of 52.225-3.
- (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:
[Contracting Officer check as appropriate.]
- (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)
- (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).
- (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).
- (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May

2014) (41 U.S.C. chapter 67).

___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

__X_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

___ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) ___ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

___ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
 - (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
 - (xiv) 52.222-54, Employment Eligibility Verification (Aug 2013).
 - (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).
 - (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
(End of Clause)

52.232-40 – Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013)

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 accepted 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.

List of Documents, Exhibits, and Other Attachments

Attachment 1: Service Contract Act Wage Determination No. 2005-2408 Rev. 16 (5 pages)

Attachment 2: Contractor Experience Sheet with Past Performance Reference Numbers

Attachment 3: Area & Site Maps (4 pages)

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>

52.204-16 --Commercial and Government Entity Code Reporting (NOV 2014)

52.212-1 Instructions to Offerors - Commercial Items (APR 2014)

52.212-3 Offeror Representations and Certifications - Commercial Items.

Offeror Representations and Certifications -- Commercial Items (APR 2012)

***An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates electronically via <https://www.acquisition.gov> . If an offeror has not completed the annual representations and certifications electronically at the SAM website, the offeror shall complete only paragraphs (c) through (o) of this provision.**

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

Economically disadvantaged women-owned small business (EDWOSB) concern

(1) 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 eligible under the WOSB Program.

Forced or indentured child labor^{ll} means all work or service

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Inverted domestic corporation

(1) As used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

Place of manufacture^{ll} means

(1) The place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations^{ll} means

- (1) Business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—
- (2) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (3) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (4) Consist of providing goods or services to marginalized populations of Sudan;
- (5) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (6) Consist of providing goods or services that are used only to promote health or education; or

(7) Have been voluntarily suspended.

Sensitive technology

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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.

Service-disabled veteran means

(1) 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

(1) 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 size standards in this solicitation.

Subsidiary

(1) Means an entity in which more than 50 percent of the entity is owned

(2) Directly by a parent corporation; or

(3) Through another subsidiary of a parent corporation.

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 business concern

(1) Means a concern which 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

Women-owned small business concern

(1) Means a small business concern

(2) 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

(3) 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.

(b) (use this if already registered in SAM.gov)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (SAM) website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.sam.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in 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 paragraphs _____. *[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. 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. 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 electronically on SAM.gov]*

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

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

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

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(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.

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

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified

acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror prerepresents 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 (c)(6)(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.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It is, is not an EDWOSB concern, 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 (c)(7)(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.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred

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since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has, has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.*]

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(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 (c)(11)(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.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that –

(i) It has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that –

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the

best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of —domestic end product. The terms —commercially available off-the-shelf (COTS) item, —component, —domestic end product, —end product, —foreign end product, and —United States are defined in the clause of this solicitation entitled —Buy American Act—Supplies.

(2) Foreign End Products: LINE ITEM NO.	COUNTRY OF ORIGIN

452.204-70 Inquiries. (FEB 1988)

452.209 – 70 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction. (Alternate 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 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.

EVALUATION FACTORS FOR AWARD

52.212-2 Evaluation Commercial Items (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Price

Similar Experience & Past performance

Experience and past performance, when combined, are of equal importance when compared to price.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

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: **562910 Remediation Services**

- Size Standard: **\$20.5 million dollars**

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.

Project Contacts

For all technical questions or information about a site visit please contact Russ Walsh at 406-or email at rwalsh@fs.fed.us

For all questions regarding the solicitation please contact Lisa Rakich at 406-683-3968 or email at lrakich@fs.fed.us