

| | | | | | | | |
|---|--|-------------------------------------|--|--|-------------------------|---|---------------|
| REQUEST FOR QUOTATION <i>(THIS IS NOT AN ORDER)</i> | | | THIS RFQ <input type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET- ASIDE | | | PAGE OF PAGES 1 28 | |
| 1. REQUEST NO. AG-03R6-S-10-0059 | | 2. DATE ISSUED 07/08/2010 | | 3. REQUISITION/PURCHASE REQUEST NO. | | 4. CERT. FOR NAT.DEF. UNDER BDSA REG. 2 <input type="checkbox"/> AND/OR DMS REG. 1 | |
| 5a. ISSUED BY USDA – Forest Service Western Montana Acquisition Zone Building 24, Fort Missoula Missoula, MT 59804 | | | | | | 6. DELIVER BY (Date) See Contract Time | |
| 5b. FOR INFORMATION CALL (NO COLLECT CALLS) | | | | | | 7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION OTHER (See Schedule) | |
| NAME Lynette Band | | | TELEPHONE NUMBER AREA CODE 406 NUMBER 329-3856 | | | 9. DESTINATION a. NAME OF CONSIGNEE Section C - Location & Description | |
| 8. TO: | | | | | | b. STREET ADDRESS | |
| a. NAME | | | b. COMPANY | | | c. CITY | |
| c. STREET ADDRESS | | | | | | d. STATE | |
| d. CITY | | | e. STATE | | f. ZIP CODE | | |
| e. ZIP CODE | | | 10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 08/10/2010 4:00 pm MDT | | | | |
| 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) |
| | Replace Existing Septic System at Magruder Work Center West Fork Ranger District Bitterroot National Forest Idaho County, Idaho | | | | | | |
| | THIS PROJECT IS SET-ASIDE FOR EMERGING SMALL BUSINESSES. | | | | | | |
| | <u>PLEASE PLACE YOUR QUOTE IN SECTION B- SCHEDULE OF ITEMS</u> | | | | | | |
| | FURNISHING QUOTATION: Complete Standard Form 18, Section B, Section K, Experience Questionnaire, and Section L as your quote. Return to the address shown in Block 5a. Please place "Solicitation No. AG-03R6-S-10-0059 on the envelope. | | | | | | |
| 12. DISCOUNT FOR PROMPT PAYMENT <input type="checkbox"/> | | a. 10 CALENDAR DAYS (%) | | b. 20 CALENDAR DAYS (%) | c. 30 CALENDAR DAYS (%) | d. CALENDAR DAYS NUMBER PERCENTAGE | |
| NOTE: Additional provisions and representations <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached. | | | | | | | |
| 13. NAME AND ADDRESS OF QUOTER | | | | 14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION | | 15. DATE OF QUOTATION | |
| a. NAME OF QUOTER DUNS NO. _____ TIN NO. _____ | | | | | | | |
| b. STREET ADDRESS | | | | 16. SIGNER | | | |
| c. COUNTY | | | | a. NAME (Type or print) | | b. TELEPHONE | |
| d. CITY | | | | e. STATE | | AREA CODE | |
| f. ZIP CODE | | | | c. TITLE (Type or Print) | | NUMBER | |

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES

**Magruder Work Center Septic System Replacement
West Fork Ranger District
Bitterroot National Forest
Idaho County, Idaho**

B- 1 Schedule of Items

| Item # | Description | Quantity | Method of Measurement | Unit | Unit Cost | Total Cost |
|--------|---------------------------------------|----------|-----------------------|------|-----------|------------|
| 101 | Mobilization | 1 | LSQ | LS | XXXXXXXXX | \$_____ |
| 102 | 4" Transport Piping | 228 | CQ | LF | \$_____ | \$_____ |
| 103 | Cleanouts | 5 | AQ | EA | \$_____ | \$_____ |
| 104 | 1050 Gallon Septic Tank | 2 | AQ | EA | \$_____ | \$_____ |
| 105 | Distribution Boxes | 2 | AQ | EA | \$_____ | \$_____ |
| 106 | Manifold Pipe | 59 | CQ | LF | \$_____ | \$_____ |
| 107 | Infiltrator Chamber | 208 | CQ | LF | \$_____ | \$_____ |
| 108 | Spliced Connections | 2 | AQ | EA | \$_____ | \$_____ |
| 109 | Pipe Bedding | 43 | CQ | CY | \$_____ | \$_____ |
| 110 | Abandon Existing Cesspools | 2 | AQ | EA | \$_____ | \$_____ |
| 111 | Equipment Rental, Hydraulic Excavator | 16 | AQ | HR | \$_____ | \$_____ |

TOTAL AMOUNT QUOTED (All Items) \$_____

* Designated Method of Measurement:

DQ - Designed Quantities, AQ - Actual Quantities,

LSQ - Lump Sum Quantities, SQ - Staked Quantities, CQ - Contract Quantities

B- 2 Quote on all items. Only quotes to the nearest cent will be accepted.

B- 3 Written Acceptance: Any contract resulting from this solicitation will require written acceptance within 10 days of receipt by the Contractor.

B- 4 Basis of Award: One award will be made. Offer of award will be made to the Quoter whose quote, as determined by the Contracting Officer, provides the best value to the Government, considering but not limited to, such factors as price, past performance, and capability to accomplish this type of work. The Experience Questionnaire will be used as part of this evaluation.

PART I - THE SCHEDULE

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C- 1 Project Description and Location

- (a) Description of Work: Provide and install two new gravity septic tanks and drainfields.
- (b) Project Location: Magruder Work Center, West Fork Ranger District, Bitterroot National Forest, Idaho County, Idaho.
- (c) Price Range. Under \$25,000.
- (d) Site Visit. No site visit is planned for this project. For further information, please contact Amber Richardson at the Bitterroot National Forest Supervisors Office 406-363-7160. (See Section L, FAR clause 52.237-1).
- (e) Start Work. It is estimated that work could begin this fall, work is to be completed by October 30, 2011. Contract time will run continuously with no shutdown for normal winter season.
- (f) Period of Performance. (See Section F, FAR Clause 52.211-10.)

C- 2 Special Project Specifications

See Section J for the list of Special Project Specifications that are incorporated into this solicitation and any resultant contract.

C- 3 Drawings

See Section J for the listing of Drawings that are incorporated into this solicitation and any resultant contract.

PART I - THE SCHEDULE

SECTION E - INSPECTION AND ACCEPTANCE

E- 1 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): Federal Acquisition Regulations - <https://www.acquisition.gov/far> and the Agriculture Acquisition Regulations – www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- 52.246-12 Inspection of Construction (AUG 1996)
- 52.246-13 Inspection--Dismantling, Demolition, or Removal of Improvements (AUG 1996)

PART I - THE SCHEDULE

SECTION F - DELIVERIES OR PERFORMANCE

F- 1 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): Federal Acquisition Regulations - <https://www.acquisition.gov/far> and the Agriculture Acquisition Regulations – www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.242-14 Suspension of Work (APR 1984)

F- 2 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 60 calendar days after the contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises.

F- 3 FAR 52.236-1 Performance of Work by the Contractor (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 25 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

F- 4 AGAR 452.211-74 Period of Performance (FEB 1988)

The period of performance of this contract is from the date the Notice to Proceed is issued through sixty (60) calendar days.

PART I - THE SCHEDULE

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H- 1 Use of Premises

The Contractor shall comply with the regulations governing the operation of premises which are occupied and shall perform the contract in such a manner as not to interrupt or interfere with the conduct of Government business.

H- 2 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 fire fighting). An equitable adjustment for the temporary use of employees and equipment will be made under the Changes Clause, FAR 52.243-4.

H- 3 Loss, Damage, or Destruction

(a) Equipment furnished with operator. The Government shall not be liable for loss, damage, or destruction of equipment furnished under this contract except for such loss, damage, or destruction resulting from the negligent or wrongful act(s) of Government employee(s) while acting within the scope of their employment.

All claims arising under this clause will be submitted to the Contracting Officer.

H- 4 Incidental Payment Items

The intent of the contract is to provide for the complete construction of the project described in the contract. Unless otherwise provided, the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies and perform all work required to complete the project in accordance with drawings, specifications, and provisions of the contract. 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 as incidental to and included in the payment for items shown.

H- 5 Conformity With Drawings and Specifications

Unless working tolerances are specified, all work performed and materials furnished shall be in reasonably close conformity with lines, grades, cross sections, dimensions, and material requirements shown on the drawings, indicated in the specifications, or designated on the ground. "Reasonably close conformity" is compliance with reasonable and customary manufacturing and construction tolerances.

H- 6 Local Material Sources

(a) *Designated Sources*--Sources of local materials will be designated on the drawings. The Government assumes responsibility for the quality and quantity of material in the source. The Contractor shall determine the equipment and work required to produce the specified product.

The Contractor shall utilize all suitable material in the source. The designation of source will include the rights of the Contractor to use certain area(s) for plant site, stockpiles, and haul roads. Any Contractor royalty payment requirements will be stated below.

When materials are subject to weight measurement, the weight/volume relationship used for determination of designed quantities will be shown on the Drawings.

Should the designated source, due to causes beyond the control of the Contractor, contain insufficient suitable material, the Government will provide another source with an equitable adjustment in accordance with the Differing Site Conditions and Changes clauses.

(b) *Contractor-Furnished Sources*--When the material sources are not designated as provided above or the Contractor elects not to use designated sources, the Contractor shall be responsible for providing the specified product with no adjustment in contract price, unless weight/volume relationship differences between designated source material and Contractor-furnished source material result in financial disadvantage to the Government. Quality testing shall be the responsibility of the Contractor. Test results shall be furnished to the Contracting Officer.

H- 7 Samples, Tests, Cited Specifications

Reference made in the contract to specifications, standards, or test methods adopted by AASHTO, ASTM, GSA, or other recognized National technical associations, shall mean specifications, standards, or test methods (including interim or tentative issues) which are in effect on the date of the solicitation.

H- 8 Barricades, Warning Signs, and Other Devices

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Roads closed to traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

The Contractor shall erect warning signs in advance to any place on the project where operations may interfere with the use of the road or trail by traffic and at all intermediate points where the new work crosses or coincides with an existing road or trail. All road barricades, warning signs, lights, temporary signals, flagmen and pilot car operators and equipment, and other protective devices, except for special

devices, shall conform with Part VI of the Manual on Uniform Traffic Control Devices for Streets and Highways, published by the Federal Highway Administration and applicable safety codes.

Necessary warning signs and guards shall be posted during blasting operations to safeguard the public.

H- 9 Weed-Free Equipment

In order to prevent the potential spread of noxious weeds into the project area, the Contractor shall be required to furnish the Contracting Officer with proof of weed-free equipment.

The following is considered proof of weed-free equipment:

The Contractor will be required to clean all construction equipment (equipment that operates off existing roads) prior to entry on the project area. This cleaning shall remove all dirt and plant parts and material that may carry noxious weed seeds into the project area. Only construction equipment inspected by the Contracting Officer will be allowed to operate within the project area. All subsequent move-ins of construction equipment shall be treated the same as the initial move-in.

Prior to initial move-in of all construction equipment, and all subsequent move-ins, the Contractor shall make equipment available for inspection at an agreed location.

H-10 Landscape Preservation

(a) The Contractor shall confine operations to within the clearing limits or other areas designated in contract documents, and prevent the depositing of rocks, excavated materials, stumps, or other debris outside of these limits. Material, which falls outside of these limits, shall be retrieved, disposed of, or incorporated in the work as directed by the Contracting Officer.

(b) Operation shall be scheduled and conducted to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, and impoundments (lakes, reservoirs, etc.).

Pollutants such as fuels, lubricants, bitumens, raw sewage, and other harmful materials shall not be discharged into or near rivers, streams, and impoundments or into natural or manmade channels leading thereto. Wash water or waste water from concrete or aggregate operations shall not be allowed to enter live streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.

Mechanized equipment shall not be operated in live streams without written approval by the Contracting Officer.

H-11 Pre-work Conference

Prior to commencement of work, the Contracting Officer will arrange a meeting with the Contractor to discuss the contract terms and work performance requirements. Also at this meeting such things as work progress schedule and fire prevention and suppression plans shall be developed and established in writing.

H-12 State of Idaho's Notice to Offeror

Idaho Workers Compensation Law

(a) Prior to award of any contract subject to Idaho Workers' Compensation Laws, the contractor must provide (1) evidence that they have the required workers' compensation coverage or, (2) documentation from the State of Idaho exempting the contractor from such coverage.

(b) Contractors should obtain and complete a State of Idaho Certificate of Verification of Workers' Compensation Insurance as documentation of insurance coverage or exemption. These certificates may be obtained from and returned to the Employee Compliance Division of the Idaho Industrial Commission at the following offices:

North Idaho

1221 Ironwood Street, Suite 100
Coeur d'Alene, ID 83814
(208) 769-1565
Fax No. (208) 769-1465

Southwest Idaho

317 Main Street
P.O. Box 83720
Boise, ID 83720-0041
(208) 334-6032
(800) 950-2110
Fax No. (208) 334-5145

Southeast Idaho

1070 Hilina, Suite 300
Pocatello, ID 83201
(208) 236-6366
Fax No. (208) 236-6040

(c) This certificate of verification shall be fully executed by the contractor and signed by the Industrial Commission Compliance Officer prior to award of the contract.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I-1 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): Federal Acquisition Regulations - <https://www.acquisition.gov/far> and the Agriculture Acquisition Regulations – www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

| | |
|-----------|--|
| 52.222-3 | Convict Labor (JUNE 2003) |
| 52.222-6 | Davis-Bacon Act (JULY 2005) |
| 52.222-7 | Withholding of Funds (FEB 1988) |
| 52.222-8 | Payrolls and Basic Records (FEB 1988) |
| 52.222-9 | Apprentices and Trainees (JULY 2005) |
| 52.222-10 | Compliance with Copeland Act Requirements (FEB 1988) |
| 52.222-11 | Subcontracts (Labor Standards) (JULY 2005) |
| 52.222-12 | Contract Termination--Debarment (FEB 1988) |
| 52.222-13 | Compliance with Davis-Bacon and Related Act Regulations (FEB 1988) |
| 52.222-14 | Disputes Concerning Labor Standards (FEB 1988) |
| 52.222-15 | Certification of Eligibility (FEB 1988) |
| 52.222-21 | Prohibition of Segregated Facilities (FEB 1999) |
| 52.222-26 | Equal Opportunity (MAR 2007) |
| 52.222-27 | Affirmative Action Compliance Requirements for Construction (FEB 1999) |
| 52.222-36 | Affirmative Action for Workers with Disabilities (JUNE 1998) |
| 52.222-50 | Combating Trafficking in Persons (FEB 2009) |
| 52.223-5 | Pollution Prevention and Right-to-Know Information (AUG 2003) |
| 52.223-6 | Drug-Free Workplace (MAY 2001) |
| 52.223-17 | Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (MAY 2008) |
| 52.224-1 | Privacy Act Notification (APR 1984) |
| 52.225-13 | Restrictions on Certain Foreign Purchases (JUNE 2008) |
| 52.227-4 | Patent Indemnity--Construction Contracts (APR 1984) |
| 52.232-5 | Payments Under Fixed-Price Construction Contracts (SEPT 2002) |
| 52.232-23 | Assignment of Claims (JAN 1986) |
| 52.232-27 | Prompt Payment for Construction Contracts (OCT 2008) |
| 52.232-33 | Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003) |
| 52.233-1 | Disputes (JULY 2002) Alternate I (DEC 1991) |
| 52.233-3 | Protest After Award (AUG 1996) |
| 52.233-4 | Applicable Law for Breach of Contract Claim (OCT 2004) |
| 52.236-2 | Differing Site Conditions (APR 1984) |
| 52.236-3 | Site Investigation and Conditions Affecting the Work (APR 1984) |
| 52.236-5 | Material and Workmanship (APR 1984) |
| 52.236-6 | Superintendence by the Contractor (APR 1984) |
| 52.236-8 | Other Contracts (APR 1984) |

| | |
|-----------|--|
| 52.236-9 | Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984) |
| 52.236-10 | Operations and Storage Areas (APR 1984) |
| 52.236-11 | Use and Possession Prior to Completion (APR 1984) |
| 52.236-12 | Cleaning Up (APR 1984) |
| 52.236-13 | Accident Prevention (NOV 1991) |
| 52.236-14 | Availability and Use of Utility Services (APR 1984) |
| 52.236-17 | Layout of Work (APR 1984) |
| 52.236-21 | Specifications and Drawings for Construction (FEB 1997) |
| 52.243-5 | Changes and Changed Conditions (APR 1984) |
| 52.244-6 | Subcontracts for Commercial Items (APR 2010) |
| 52.245-1 | Government Property (JUNE 2007) |
| 52.245-9 | Use and Charges (JUNE 2007) |
| 52.246-21 | Warranty of Construction (MAR 1994) |
| 52.249-1 | Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984) |
| 52.249-10 | Default (Fixed-Price Construction) (APR 1984) |
| 52.253-1 | Computer Generated Forms (JAN 1991) |

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

| | |
|------------|--|
| 452.224-70 | Confidentiality of Information (FEB 1988) |
| 452.236-71 | Prohibition Against the Use of Lead-Paint (NOV 1996) |
| 452.236-73 | Archeological or Historic Sites (FEB 1988) |
| 452.236-74 | Control of Erosion, Sedimentation and Pollution (NOV 1996) |
| 452.236-76 | Samples and Certificates (FEB 1988) |

I-2 FAR 52.204-7 Central Contractor Registration (APR 2008)

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

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active".

The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and Zip Code.
- (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR

database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

I-3 FAR 52.219-14 Limitations on Subcontracting (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

I- 4 FAR 52.225-9 Buy American Act--Construction Materials (FEB 2009)

(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 any article, material, or supply incorporated directly into construction materials.

"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--

(3) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (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

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

"Domestic construction material" means--

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

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

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

(ii) The construction material is a COTS item.

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

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

(b) *Domestic preference.*

(1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material 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.

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

| Foreign and Domestic Construction Materials Price Comparison | | | |
|---|------------------------|-----------------|-------------------------|
| <u>Construction Material Description</u> | <u>Unit of Measure</u> | <u>Quantity</u> | <u>Price (Dollars)*</u> |
| <i>Item 1:</i> | | | |
| Foreign construction material | _____ | _____ | _____ |
| Domestic construction material | _____ | _____ | _____ |
| <i>Item 2:</i> | | | |
| Foreign construction material | _____ | _____ | _____ |
| Domestic construction material | _____ | _____ | _____ |
| <p>[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]</p> <p>[Include other applicable supporting information.]</p> <p>[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]</p> | | | |

I- 5 AGAR 452.228-71 Insurance Coverage (NOV 1996)

Pursuant to FAR clause 52.228-5, Insurance -Work on a Government Installation, the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

(a) *Workers Compensation and Employer’s Liability.* The Contractor is required to comply with applicable Federal and State workers’ compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer’s liability section of the insurance policy, except when contract operations are so commingled with a Contractor’s commercial operations that it would not be practical to require this coverage. Employer’s liability

coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(b) *General Liability*. The Contractor shall have bodily injury liability insurance coverage written on a comprehensive form of policy of at least \$500,000 per occurrence.

(c) *Automobile Liability*. The Contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage or loss.

(d) *Aircraft Public and Passenger Liability*. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger injury. Coverage for passenger injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

I- 6 FAR 52.236-7 Permits and Responsibilities (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

I- 7 FAR 52.252-6 Authorized Deviations in Clauses (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)": after the date of the clause.

(b) The use in this solicitation or contract of any Agriculture Acquisition Regulation (48 CFR Chapter 4) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I- 8 Order of Precedence--Construction

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the Specifications) (Sections A-H).
- (b) The representations and other instructions (Sections K and L).
- (c) Contract clauses (Section I).
- (d) Special Project Specifications.
- (e) General Specifications.
- (f) Drawings and Exhibits (Section J).

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS**

Davis-Bacon Act: If this is a contract in excess of \$2,000, the Davis Bacon Act requires the Contractor to pay certain minimum wages and benefits to employees working under this contract. These required minimum wages are stated in the attached Wage Decision.

The following attachments are a part of this solicitation and any resulting contract (see separate document(s)).

J- 1 Wage Rate Decision No. ID100012, dated 06/04/2010, 9 pages.

NOTE: THIS PROJECT IS LOCATED IN ZONE 3.

J- 2 Special Project Specifications, 13 pages

Section 02758, Division 2 – Equipment, Sewage Treatment Systems

J- 3 Drawings

| | |
|-----------|--------|
| Site Plan | 1 page |
| Detail 1 | 1 page |
| Detail 2 | 1 page |

PART IV - REPRESENTATIONS AND INSTRUCTIONS

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

K- 1 FAR 52.204-8 Annual Representations and Certifications (FEB 2009)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is **237110 – Water and Sewer Line and Related Structures Construction.**

(3) The small business size standard is **\$33.5 million.**

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

(b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

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

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in ORCA 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 \$100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(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) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bid except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 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.

(ix) 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.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 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.

(xii) 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.

(xiii) 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.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II). 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 \$67,826, the provision with its Alternate II applies.

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

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification.

(xix) 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.

[Contracting Officer check as appropriate.]

(i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

(ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

(iii) 52.219-22, Small Disadvantaged Business Status.

(A) Basic.

(B) Alternate I.

(iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

(vi) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

(vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

(ix) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(x) 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 Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA 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 ORCA.

K- 2 FAR 52.219-20 Notice of Emerging Small Business Set-Aside (JAN 1991)

Offers or quotations under this acquisition are solicited from emerging small business concerns only. Offers that are not from an emerging small business shall not be considered and shall be rejected.

K- 3 Local Contractor Certification

The offeror is is not a local contractor who is from, and who provides employment and training for, dislocated and displaced workers in an economically disadvantaged rural community, including those historically timber-dependent areas that have been affected by reduced timber harvesting on Federal lands and other forest-dependent rural communities isolated from significant alternative employment opportunities, as contemplated by Section 413 of the Department of the Interior, Environment, and Related Agencies Appropriations Act of 2010 (Public Law 111-88, Division A, Title I) ("the Act").

| | | |
|---|---|---|
| USDA Forest Service <p style="text-align: center;"><u>EXPERIENCE QUESTIONNAIRE</u></p> Instructions: See Box 11, Remarks, if extra space is needed to answer any item below, Mark "X" in appropriate boxes. | 1. Contractor Name, Address, and Telephone Number | |
| 2. Submitted to (Office Name and Address) | 3. Business <input type="checkbox"/> Company <input type="checkbox"/> Co-partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Non-profit Organization | 4. How many years do you or your firm have in the line of work contemplated by this solicitation? |
| 5. How many years experience have you or your business had as a (a) prime contractor ____ and/or (b) sub-contractor ____? | | |

6. List below the projects your business has completed within the last three years:

| Contract Amount | Type of Project | Date Completed | Name, Address, and Telephone No. of Owner/Person to Contact for Project Information |
|-----------------|-----------------|----------------|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

7. List below all of your firm's contractual commitments running concurrently with the work contemplated by this solicitation:

| Contract Number | Dollar Amt. of Award | Name, Address, and Telephone No. of Business/Government Agency Involved | Awarded (Units) | Percent Completed | Date Contract Complete |
|-----------------|----------------------|---|-----------------|-------------------|------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

- 8a. Have you ever failed to complete any work awarded to you? Yes No
 8b. Has work ever been completed by performance bond? Yes No
 8c. Did you look at the project site(s) on-the-ground? Yes No
 8d. If "Yes" to either item 8a. or 8b., specify location(s) and reason(s) why:

| |
|--|
| |
| |
| |

EXPERIENCE QUESTIONNAIRE CONTINUED

9. Employees and equipment that will be available for this project:
- a. (1) Minimum number of employees: _____ and (2) Maximum number of employees: _____
 - b. Are employees regularly on your payroll: [] Yes [] No
 - c. Specify equipment available for this contract: _____

 - d. Estimate rate of progress below (such as 2.0 acres/man/day):
 (1) Minimum progress rate: _____ and (2) Maximum progress rate: _____

10. List below the experience of the principal individuals of your business: (Who will directly be involved in this contract?)

| Individual's Name | Present Position | Years of Experience | Magnitude and Type of Work |
|-------------------|------------------|---------------------|----------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

11. Remarks -- Specify Box Numbers (Attach sheets if extra space is needed to fully answer any above question.):

NOTE: PLEASE PROVIDE ANY ADDITIONAL INFORMATION THAT WILL HELP EVALUATE YOUR ABILITY TO SUCCESSFULLY COMPLETE THIS PROJECT.

| | | |
|---|---|----------|
| <p>CERTIFICATION</p> <p>I certify that all of the statements made by me are complete and correct to the best of my knowledge, and that any persons named as references are authorized to furnish the Forest Service with any information needed to verify my capability to perform this project.</p> | 12a. CERTIFYING OFFICIAL'S NAME AND TITLE | |
| | b. SIGNATURE (Sign in ink) | 13. DATE |

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L- 1 AGAR 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.

L- 2 FAR 52.215-5 Facsimile Proposals (OCT 1997)

(a) *Definition.* "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: 406-329-3856.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document-

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

L- 3 FAR 52.222-5 Davis-Bacon Act—Secondary Site of the Work (JULY 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.

L- 4 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.

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

| Goals for minority participation for each trade | Goals for female participation for each trade |
|---|---|
| 4.4% | 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 actions 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 Idaho, Idaho County, near Hamilton, Montana.

L- 5 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).

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

(c) *Evaluation of offers.*

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

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

(d) *Alternate offers.*

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

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

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

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

(ii) May be accepted if revised during negotiations.

L- 6 FAR 52.237-1 Site Visit (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

L- 7 FAR 52.252-5 Authorized Deviations in Provisions (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Agriculture Acquisition Regulation (48 CFR Chapter 4) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.