

B - Schedule of Items

**BUFFALO GAP CG WATERLINE AND HOST SITE IMPROVEMENT
 DAKOTA PRAIRIE GRASSLANDS
 MEDORA RANGER DISTRICT
 GOLDEN VALLEY COUNTY, NORTH DAKOTA**

Pay Item No.	Description	Method of Measure	Pay Unit	Estimated Quantity	Unit Price (\$)	Total (\$)
151	Mobilization	LSQ	Lump Sum	1	\$	\$
204	Excavation & Embankment	CQ	CY	48	\$	\$
301	Untreated Aggregate Courses	CQ	CY	14	\$	\$
02081	Furnish & Install Air/Vacuum Valves, Includes 1-in. Ball Valves and Valve Boxes, on a 6 ft. Bury, 3 in. water line	EA	Each	2	\$	\$
Total						\$

LSQ – Lump Sum Quantity EA - Each
 CQ – Contract Quantity
 CY – Cubic Yard

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

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

Price quotation furnished by:

Name _____ Phone (____) _____

Address _____ FAX (____) _____

_____ E-mail _____

DUNS # _____

C - Statement of Work

C-1 - PROJECT DESCRIPTION AND LOCATION

Description of Work. Buffalo Gap Campground waterline and host site improvement project is furnishing and installation of 2 vent/vacuum valves into an existing six foot deep waterline and the widening of the host site parking spur.

Project Location. The Buffalo Gap Campground is located approximately 7 miles west of Medora, ND, along Interstate 94 in Golden Valley County, North Dakota in Sections 9 and 10, T140N R103W.

Price Range. Under \$25,000.00

Pre-Bid Tour. No formal site tour is planned , however, bidders are strongly encouraged to visit the site prior to preparing and submitting their bid. Bidders desiring to visit the site may contact Steve Volesky, Medora Ranger District office, Dickinson, N.D. telephone number 701-227-7855.

Government-Furnished Property: None

Start of Work: It is anticipated that work will begin August 1, 2013 and work shall be completed no later than 30 calendar days after effective date of the NOTICE TO PROCEED.

Notification: Notify Contracting Officer (CO) of intent to begin work at least 3 business days in advance.

Use of Government Facilities:

1. Sanitary Facilities: There are two existing comfort stations located within the campground.
2. Electrical Power: Electrical power is available at the site to the extent of existing electrical outlets at the two comfort stations and the campground host site.
3. Potable Water: Potable water will be available at the site from Memorial Day to Veterans Day.
4. Camping: The Contractor shall request permission from the Ranger District prior to camping at the campground during contract performance .
5. Housing: Commerical facilities are available in Medora, ND.

Schedules: Furnish 1 copy each of the following items after award of contract for review and/or approval pursuant to contract provisions:

1. Proposed progress schedule showing starting and completion dates of various phases of the work.
2. List of proposed subcontractors and their intended work. Sub-contractors must have the Contracting Officer's written approval prior to work on the project.

Safety Precautions: Provide suitable signs, barricades, temporary fencing, etc. to provide for public safety and prevent access to the project site.

Disposal Site: Project waste materials shall be removed from the project site and disposed of at a North Dakota State approved landfill. No burning of construction materials or debris will be allowed at the project site. Unsuitable excavated material may be disposed of on site at a location determined by the Contracting Officers Representative (COR).

Cleanup: Maintain the project work area in a clean and orderly condition throughout the progress of work under this contract.

Storage of Materials: The Contractor will be allowed to store materials and equipment at the project site. Coordinate the location of the storage area with the COR. The Contractor shall be solely responsible for the loss of or damage to materials or equipment stored at the job site.

See vicinity and site plan of the drawings.

Water source is not designated. Water is available in the area.

C-2 - SPECIAL PROJECT SPECIFICATIONS

The following Special Project Specifications are applicable to this contract and are physically included:

SPS 101	Terms, Format & Definitions	3/05 DPG
SPS 102-108	General Requirements	3/05 DPG
SPS 109	Measurement and Payment	3/05 DPG
SPS 153	Contractor Quality Control & Quantity Measurement	5/13 DPG
SPS 156	Public Traffic	5/13 DPG
SPS 204	Excavation and Embankment	5/13 DPG
SPS 301	Untreated Aggregate Courses	5/13 DPG
SPS 02081	Valves & Valve Boxes	5/13 DPG

C-3 - STANDARD SPECIFICATIONS

”Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects -FP-03” (2003) are included in this solicitation by reference only. The requirements contained in these Specifications are hereby made a part of this solicitation and any resultant contract.

The “Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects FP-03” (2003) are available electronically from the Federal Highways website:

<http://www.wfl.fha.dot.gov/design/specs/fp03.htm>

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

The following Standard Specifications are applicable to this contract.

101	Terms, Format and Definitions	2003
103-109	General Requirements	2003
151	Mobilization	2003
153	Contractor Quality Control	2003
156	Public Traffic	2003
204	Excavation and Embankment	2003
301	Untreated Aggregate Courses	2003

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

C-4 PROJECT DRAWINGS

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

Drawings

Buffalo Gap Campground Waterline and Host Site Improvement

<u>Sheet No.</u>	<u>Description</u>
1	TITLE COVER
2	SUMMARY OF QUANTITIES
3	VICINITY MAP
4	BUFFALO GAP CAMPGROUND SITE PLAN
5-6	CONSTRUCTION NOTES
7	TYPICAL DRAWINGS
8-25	SPECIFICATIONS

SPECIAL PROJECT SPECIFICATION

Section 101 – Terms, Format and Definitions

101.03

Abbreviations

Available	Avail
Coating	Coat
Construction	Const
Contracting Officer Representative	COR
Government	Gov't.
Includes Culvert Excavation	Incl Culv Exc
Individual Removal of Trees	Ind Removal/Trees
Large	Lg
Left	Lt
Logs	Log
Medium	Med
Millimeter	Mil
One Thousand Gallons Mile	M.Gals.MI. or MGM
Options	Opt
Placement Method	P.M.
Right	Rt
Slash Treatment	S.T.
Small	Sm
Steel	Stl
Structure	Str
Timber	Tbr
Treatment	Treat
Typical	Typ

03 SPS 101 - 1 DPG (3/05)

SPECIAL PROJECT SPECIFICATION

Section 101 – Terms, Format, and Definitions

101.04 Definitions

Add the following:

”Noxious Weeds or Weeds. Any exotic plant species established or that may be introduced in the State which may render land unfit for agriculture, forestry, livestock, wildlife or other beneficial uses and which is designated by the State’s Department of Agriculture, or by the County’s weed management district, or by other appropriate agencies having jurisdiction.

Weed Management District. A weed management district is any area of land identified for the purpose of weed management or control. Such an identified land area may be, but is not limited to one of the following: a project or job site, a County, two or more Counties or a National Grassland.”

Section 102 – Bid, Award and Execution of Contract

Delete entire section

Section 103 – Scope of Work

Delete Subections 103.02 – 103.05

Section 104 – Control of Work

Delete Subsections 104.03 and 104.04

SPECIAL PROJECT SPECIFICATION

Section 106 – Acceptance of Work

106.05 Statistical Evaluation of Work and Determination of Pay Factor (Value of Work)

Delete this subsection

106.07 Partial and Final Acceptance

Delete this subsection

Section 107 – Legal Relations and Responsibility to the Public

107.04 Railroad Protection

Delete this subsection

107.05 Responsibility for Damage Claims

Delete this subsection

Section 108 – Prosecution and Progress

Delete entire section

03 SPS 106, 107, 108 -1 DPG (3/05)

SPECIAL PROJECT SPECIFICATION

Section 109 - Measurement and Payment

109.02 Measurement Terms and Definitions

Under “(b) Cubic yard”

(1) Cubic Yard in place, “ add the following:

”(d) Aggregate Base or Surfacing, Compacted in Place. The measurement computed using measurements of material in the compacted state on the project.

109.06 Pricing of Adjustments

Delete this subsection

109.07 Eliminated Work

Delete this subsection

109.08 Progress Payments

Delete this subsection

109.09 Final Payment

Delete this subsection

SPECIAL PROJECT SPECIFICATION

Section 153 – Contractor Quality Control & Quantity Measurement

CONSTRUCTION

153.02 Contractor Quality Control Plan

Under “ Contractor Quality Control Plan”, add the following:

- (3) Production Phase
 - (d) Random sampling and/or measurement plan prepared in accordance with requirements in Table 153.”

A log of **all** samples that are taken by the **Contractor** shall be maintained for the duration of the contract, and provided to the Contracting Officers Representative (COR) upon request.

TABLE 153

SAMPLING, TESTING AND MEASUREMENT REQUIREMENTS

Key to symbols used in table:

CT: Sampling and testing by contractor’s personnel identified by name on the approved contractor’s Q/C plan. Interim approval of personnel submitted will be based on specified training or experience requirements. Final approval will be based on observation of work performance on the project.

FS: Sampling, testing, measuring and/or data furnished by the Forest Service.

Note: The minimum frequency shown in this table is for contractor Quality Control sampling and testing. The contractor can run additional samples over the minimum number specified in the table. These additional samples can be taken in any manner, at any time desired by the contractor. Quality assurance sampling and testing by the Forest Service may be done at any time or location.

SUBSECTION REFERENCE

REQ'D SAMPLING, TESTING AND MEASUREMENTS	RESPONSIBILITY FOR SAMPLING/TESTING	MINIMUM FREQUENCY
<u>204.17 Construction Tolerances</u>		
Measurement of Construction Tolerances Width and Depth of aggregate	CT/CT	For parking spur apron: 2 random samples

03 SPS 153-1 DPG (4/06)

SPECIAL PROJECT SPECIFICATION

Section 156 - Public Traffic

156.02

Delete reference to Section 635

156.03 Accomodating Traffic During Work

Replace with the following:

Traffic control for this project is subsidiary to items that require it. Traffic control shall be as a minimum a MEN AT WORK sign at the host site. The Contractor shall notify the assigned Contracting Officers Representative (COR) or the Medora District Ranger, at (701) 227-7855, a minimum of 72 hours before beginning work on the project.

156.07 Nighttime Operations

Delete this subsection

156.08 Traffic and Safety Supervisor

Delete this subsection

156.10 Measurement and Payment

All costs of this work shall be considered subsidiary to other items in this contract and the Contractor will not be paid an additional amount for this work.

SPECIAL PROJECT SPECIFICATION

Section 204 - Excavation and Embankment

204.10 Embankment Construction.

(a) General.

Delete the third paragraph and add the following:

Compact embankment layers for the parking spur apron with the hauling and spreading equipment as construction progresses.

204.11 Compaction.

Delete the first paragraph and replace it with the following:

For compaction method D, no sieve test is required.

Add the following compaction method:

(d) Layer Placement Method - (Hauling and Spreading Equipment). Place material by end dumping to the minimum depth needed for operation of spreading equipment. Level and smooth each embankment layer before placing the next layers. Operate hauling and spreading equipment uniformly over the **full width** of each layer. Construct a solid embankment with adequate compaction by working smaller rock and fines in with the larger rocks to fill the voids and by operating hauling and spreading equipment uniformly over the full width of each layer as the embankment is constructed.

204.13 Sloping, Shaping, and Finishing.

Delete section (d) and add the following:

- (d) Finishing. For the parking spur apron, remove all rock larger than six (6) inches from the top six (6) inches of the subgrade. For the parking spur apron finish the subgrade to be smooth and uniform, and shaped to conform to the typical section. Remove unsuitable material from the subgrade and replace it with suitable material. Ensure that the subgrade is visibly moist during shaping and dressing. Bring low sections, holes, cracks, or depressions to grade with suitable material.

SPECIAL PROJECT SPECIFICATION

204.14 Disposal of Unsuitable or Excess Material.

Delete the text of the first paragraph:

Table 204-1 Sampling and Testing Requirements.

Add the following note to the table:

(2) Using compaction **Method (D)**, AASHTO M 145, T 99, T 180, and T 310 are not required for earth embankment test methods.

204-2 - Construction Tolerances:

Tolerance Class E allowable maximum deviations are:

- Parking spur subgrade width - maximum deviation shall be +1.0 foot
- Subgrade elevation - maximum deviation shall be +0.5 feet
- Slopes, Excavation & Embankment (% slope) – maximum deviation shall be + or – 5%

03 SPS 204-2 DPG (4/06)

SPECIAL PROJECT SPECIFICATION

Section 301 - Untreated Aggregate Courses

301 Title Change.

Change the title to: Section 301. Aggregate Courses

301.01 Description

Add the following:

The Contractor is responsible for furnishing, hauling, placing and compacting the aggregate required for the host site parking spur apron and the base for the valve boxes.

The quantity of Aggregate Courses in the Summary of Quantities is **compacted in place** on the parking spur. Loose quantity furnished, hauled, placed and compacted shall include additional material necessary to overcome the compaction effort.

301.03 General.

Add the following:

Request written approval by the Contracting Officers Representative (COR) of the subgrade for the parking spur apron a minimum of forty-eight (48) hours before placing aggregate.

301.04 Mixing and Spreading.

Delete the first sentence of the first paragraph and add the following:

Spread the aggregate in a uniform layer, with no segregation of size, and to a loose depth that will provide the required compacted thickness.

Route and distribute leveling equipment over the width and length of each layer.

SPECIAL PROJECT SPECIFICATION

301.05 Compacting.

Delete the first and third paragraphs and add the following:

Compact the aggregate on the parking spur using the following method:

Compaction of the aggregate on the host site parking spur apron shall be accomplished by three (3) passes of mechanized, vibratory compaction equipment. One (1) pass is down and back on each four inch (4”) lift at the width of the compactor. The mechanized, vibratory compaction equipment shall be approved by the COR.

301.06 Surface Tolerance.

Delete the first paragraph and add the following:

Thickness and Width requirements:

The maximum variation from the compacted specified thickness is one (1) inch. The compacted thickness shall not be below the specified thickness and the average thickness of two (2) random measurements for the parking spur is within + 1 inch of the specified thickness.

The maximum variation from the specified width will not exceed +12 inches at any point.

301.08 Acceptance.

Delete subsections (a) and (b)

301.09 Measurement.

Add the following:

The quantity of 301 in the Schedule of Items is **compacted in place** on the parking spur apron. Loose quantity furnished, hauled, placed and compacted shall include such additional material necessary to overcome the compaction factor. Contractor shall take precautions in loading of aggregate from stockpiles to prevent segregation of material.

03 SPS 301-2 DPG (7/11)

SPECIAL PROJECT SPECIFICATION

Table 301-1: Delete Table 301-1 in FP-03 and replace with the following:

Table 301-1—Acceptance Sampling and Testing Requirements to be done by Contractor.

Material or Product	Type of Acceptance (Subsection)	Characteristic	Category	Test Methods Specifications	Sampling Frequency	Point of Sampling	Split Sample
Aggregate Width	Measured and tested conformance (Subsection 106.04)	Width	-	-	2 random locations on the parking spur apron.	Parking spur apron after processing	-
Aggregate Thickness	Measured and tested conformance (Subsection 106.04)	Thickness	-	-	2 random locations on the parking spur apron.	Parking spur apron after processing	-

03 SPS 301-3 DPG (7/11)

SPECIAL PROJECT SPECIFICATION

SECTION 02081 **VALVES & VALVE BOXES**

PART 1 - GENERAL

1.01 SUMMARY

- A. This section specifies the furnishing and installation of valves and valve boxes.

1.02 RELATED SECTIONS

1.03 DEFINITIONS

- A. Abbreviations.
 - 1. RS - Rising Stem.
 - 2. NRS - Non-rising Stem.
 - 3. WOG - Water, Oil and Gas.

1.04 PERFORMANCE REQUIREMENTS

- A. Working Pressure.
 - 1. 125 psi minimum for all valves unless otherwise shown.

1.05 SUBMITTALS

- A. Submit sufficient descriptive literature to demonstrate compliance with these specifications for each type and brand of valve and box being furnished.

PART 2 - PRODUCTS

- A. Ball Valve.
 - 1. Type
 - a. 1 inch NPT threaded, 2 piece, Brass, Full port ball valve
 - 2. Valve Body.
 - a. Brass
 - 3. Ball.
 - a. Brass w/ Hard Chrome Plating
- B. Air/Vacuum Valve
 - 1. Size.
 - a. 1 inch.
 - 2. Body, Cover, and Baffle: Cast Iron.
 - 3. Float: Stainless Steel.
 - 4. Seat: Buna-N
 - 5. Internal Parts: Stainless Steel or Bronze.

SPECIAL PROJECT SPECIFICATION

Valves to be APCO Series 140, Model 142, Air/Vacuum Valve as manufactured by Valve & Primer Corporation, Schaumburg, Illinois, - OR EQUAL.

- C. Valve Box
 - 1. Size.
 - a. 17" x 30" x 18"
 - b. Body and Cover: Rectangular, overlapping, bolt down cover, Black box with green cover

Valve boxes to be NDS standard series part #126BCB - OR EQUAL

- D. Service saddle
 - 1. Type
 - a. Nylon with stainless steel double straps.

Service saddles to be Romac Ind. Style 202N-H OR EQUAL

PART 3 - EXECUTION

2.01 INSTALLATION

- A. Install valves according to manufacturer's installation recommendations.
- B. Ball Valves.
 - 1. Install valves on vertical pipelines with stem pointing toward the direction of access.
- C. Air/VacuumValves.
 - 1. Tap pipeline at top with service saddle fitting, and install air and vacuum valves with body in vertical position above pipeline.
 - 2. Install galvanized pipe extension to direct vent outlet downward.
 - 3. Provide and install 20 mesh (minimum) stainless steel or bronze screen on vent extension.
 - 4. Secure screen with stainless steel clamp.

SPECIAL PROJECT SPECIFICATION

D. Valve Boxes

1. Install a 42" X 30" X 6" - 1 inch minus, washed gravel layer under the box for support and drainage prior to setting boxes.
2. Set box level.
3. Assure that all openings in the box are sealed.
4. Slope grade up to box rim so no water can drain into box.

PART 4 - MEASUREMENT AND PAYMENT

3.01 METHOD OF MEASUREMENT

- A. Measurement will be for each valves and box assembly furnished and installed.

3.02 BASIS OF PAYMENT

- A. Payment will be at the Contract unit price for each valves and box assembly furnished including waterline appurtenances within 5 feet of the valves and box and 1 inch minus, washed aggregate for the box bases.
- B. Payment will be made under:

<u>PAY ITEM</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>
02081	Valves & Valve Boxes	Each

SPS 02081-3 DPG (5/13)

To mitigate the anticipated impacts of spreading noxious weed species, the following precautions will be used:

All equipment and vehicles to be used at the job site shall be steam cleaned and free of noxious weeds and their seeds prior to entrance onto the project site. The restriction shall include equipment and vehicles intended for off-road as well as on-road use, whether they are owned, leased, or borrowed by the contractor or any subcontractor.

Cleaning shall consist of the removal of all dirt, grease, debris, and materials that may harbor noxious weeds and their seeds. Cleaning shall occur off the project site.

Equipment, materials, and vehicles shall be visually inspected by the engineer, or other designated Forest Service official, and certified in writing by the contractor to be reasonably clean and weed free. Inspections will take place at a location agreed to by the engineer and contractor in advance of delivery to the job site. Equipment and vehicles shall proceed directly to the job site following the inspection.

Materials, including delivery vehicles, delivered to the project site will also be inspected prior to entering the area.

The contractor shall protect all existing vegetation from the introduction of noxious weeds (1) at or near the work site and (2) on adjacent property. The contractor shall treat any introduced weeds resulting from failure to exercise reasonable care in performing the work. If the contractor fails or refuses to treat such weeds, the Contracting Officer may have the necessary work performed and charge the cost to the contractor.

Certification of each piece of equipment or vehicle shall remain valid for the duration of the project as long as the identified subjects remain solely on the project. Equipment that leaves the job site shall be recertified before being allowed to return. Individual workers' vehicles shall be parked at a staging area that will be designated by the engineer.

D - Packaging and Marking

{For this solicitation there are NO Clauses.}

E - Inspection and Acceptance

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

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

<https://www.acquisition.gov/far/>

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

FAR 52.246-1 Contractor Inspection Requirements (APR 1984)

FAR 52.246-12 Inspection of Construction (APR 1996)

F - Deliveries or Performance

FAR 52.242-14 Suspension of Work (APR 1984)

FAR 52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984) - Alternate I (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **August 15, 2013**. The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by **July 15, 2013**. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

G - Contract Administration Data

AGAR 452.215-73 Postaward Conference. (NOV 1996)

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

H - Special Contract Requirements

SAFETY PLAN

- (a) Will be required and submitted for review by the CO prior to commencement of work.

CAMPING

- (a) Before camping, the Contractor shall obtain a District Camping Permit, if required, from each District the Contractor is working on through the Contracting Officer/Contracting Officer's Representative.
- (b) A camp is interpreted to include a campsite or trailer parking area of any employee working on the project for the Contractor.
- (c) Contractor is to bring a proposed campsite location to the prework for review and approval and prior to camping.
- (d) On the Gallatin National Forest, there has been a special order on food storage and camping issued. Refer for Food Storage requirements.
- (e) The Government will make no special camping allowances for the Contractor within or near the project area. Arrangements with the local private landowners will be at the discretion of the Contractor.

SECURITY AND PROTECTION

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

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

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

Before shutting down operations, take all necessary precautions to prevent damage to the project, such as temporary detours, approaches, crossings, or intersections; and provide for normal drainage and minimization of erosion. Leave all travel ways in a condition suitable for traffic.

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

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.

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 man-made 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.

NOXIOUS WEEDS/EQUIPMENT CLEANING

Noxious weeds are any exotic plant species established or that may be introduced into the State which may render land unfit for agriculture, forestry, livestock, wildlife, or other beneficial uses and which is designated by the State's Department of Agriculture, or by the County's weed management district, or by other appropriate agencies having jurisdiction. A weed management district is any area of land identified for the purpose of weed management or control. Such an identified land area may be, but is not limited to one of the following: a project or job site, a County, two or more Counties, or a National Forest.

To mitigate the anticipated impacts of spreading noxious species, the following precautions shall be used:

- All equipment and vehicles to be used at the job site shall be cleaned and free of noxious weeds and their seeds prior to entrance onto the project site. The restriction shall include equipment and vehicles intended for off-road as well as on-road use, whether they owned, leased, or borrowed by the contractor or any subcontractor.
- Cleaning shall consist of the removal all dirt, grease, debris, and materials that may harbor noxious weeds and their seeds. Cleaning shall occur off the project site.

- Equipment, materials, and vehicles shall be visually inspected by the COR, or other designated Forest Service official, and certified in writing by the Contractor to be reasonably clean and weed free. Inspections will take place at a location agreed to by the COR and Contractor in advance of delivery to the job site. Equipment and vehicles shall proceed directly to the job site following the inspection. Materials, including delivery vehicles, delivered to the project site will also be inspected prior to entering the area.
- The Contractor shall protect all existing vegetation from the introduction of noxious weeds, (1) at or near the work site, and (2) on adjacent property. The Contractor shall treat any introduced noxious weeds resulting from failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to treat such weeds, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.
- Certification of each piece of equipment or vehicles shall remain valid for the duration of the project as long as the identified subjects remain solely on the project. Off road equipment that leaves the job site shall be recertified before being allowed to return. Individual worker's vehicles shall be parked at a staging area that will be designated by the COR.

I - Contract Clauses

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

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FAR 52.204-7 Central Contractor Registration (DEC 2012)

FAR 52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)

FAR 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)

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

FAR 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)

FAR 52.222-3 Convict Labor (JUN 2003)

FAR 52.222-6 Davis-Bacon Act (JUL 2005)

FAR 52.222-7 Withholding of Funds (FEB 1988)

FAR 52.222-8 Payrolls and Basic Records (JUN 2010)

FAR 52.222-9 Apprentices and Trainees (JUL 2005)

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

FAR 52.222-11 Subcontracts (Labor Standards) (JUL 2005)

FAR 52.222-12 Contract Termination - Debarment (FEB 1988)

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

FAR 52.222-14 Disputes Concerning Labor Standards (FEB 1988)

FAR 52.222-15 Certification of Eligibility (FEB 1988)

FAR 52.222-21 Prohibition of Segregated Facilities (FEB 1999)

FAR 52.222-26 Equal Opportunity (MAR 2007)

FAR 52.222-27 Affirmative Action Compliance Requirements for Construction (FEB 1999)

FAR 52.222-36 Affirmative Action for Workers with Disabilities (OCT 2010)

FAR 52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2011)
FAR 52.223-6 Drug-Free Workplace (MAY 2001)
FAR 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
FAR 52.228-11 Pledges of Assets (JAN 2012)
FAR 52.232-5 Payments under Fixed-Price Construction Contracts (SEP 2002)
FAR 52.232-23 Assignment of Claims (JAN 1986)
FAR 52.232-27 Prompt Payment For Construction Contracts (OCT 2008)
FAR 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003)
FAR 52.233-1 Disputes (JUL 2002)
FAR 52.233-3 Protest after Award (AUG 1996)
FAR 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
FAR 52.236-2 Differing Site Conditions (APR 1984)
FAR 52.236-5 Material and Workmanship (APR 1984)
FAR 52.236-6 Superintendence by the Contractor (APR 1984)
FAR 52.236-7 Permits and Responsibilities (NOV 1991)
FAR 52.236-8 Other Contracts (APR 1984)
FAR 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
FAR 52.236-10 Operations and Storage Areas (APR 1984)
FAR 52.236-11 Use and Possession Prior to Completion (APR 1984)
FAR 52.236-12 Cleaning Up (APR 1984)
FAR 52.236-13 Accident Prevention (NOV 1991)
FAR 52.236-16 Quantity Surveys (APR 1984)
FAR 52.236-17 Layout of Work (APR 1984)
FAR 52.236-21 Specifications and Drawings for Construction (FEB 1997)
FAR 52.236-26 Preconstruction Conference (FEB 1995)
FAR 52.243-5 Changes and Changed Conditions (APR 1984)
FAR 52.244-6 Subcontracts for Commercial Items (DEC 2010)
FAR 52.245-1 Government Property (APR 2012)
FAR 52.246-21 Warranty of Construction (MAR 1994)
FAR 52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984) - Alternate I (APR 1984)
FAR 52.249-10 Default (Fixed-Price Construction) (APR 1984)
FAR 52.253-1 Computer Generated Forms (JAN 1991)
AGAR 452.236-73 Archaeological or Historic Sites (FEB 1988)
AGAR 452.236-74 Control of Erosion, Sedimentation, and Pollution (NOV 1996)
AGAR 452.236-77 Emergency Response (NOV 1996)

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

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

(1) The product cannot be acquired--

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

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

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

(i) Spacecraft system and launch support equipment.

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

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

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

(1) Report to the environmental point of contact identified in paragraph (d) of this clause, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30;

(2) Submit this report no later than-

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

(ii) At the end of contract performance; and

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

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

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

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

"Commercially available off-the-shelf (COTS) item"--

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C.

App. 1702), such as agricultural products and petroleum products.

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

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

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

"Domestic construction material" means--

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

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

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

(ii) The construction material is a COTS item.

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

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

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

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

NONE

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

- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
- (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act.* (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including -

- (A) A description of the foreign and domestic construction materials;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Price;
 - (E) Time of delivery or availability;
 - (F) Location of the construction project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
- (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
- (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a

determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

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

Foreign and Domestic Construction Materials Price Comparison

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

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

Include other applicable supporting information.

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

FAR 52.236-3 Site Investigation and Conditions Affecting the Work (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without

additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

Contractor's Signature

Date

Contractor's Name and Title

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 debaring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.
- (b) If the awardee fails to comply with these provisions, the Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 433 or 434.

AGAR 452.236-72 Use of Premises (NOV 1996)

- (a) Before any camp, quarry, borrow pit, storage, detour, or bypass site, other than shown on the drawings, is opened or operated on USDA land or lands administered by the USDA, the Contractor shall obtain written permission from the Contracting Officer. A camp is interpreted to include a campsite or trailer parking area of any employee working on the project for the Contractor.
- (b) Unless excepted elsewhere in the contract, the Contractor shall (i) provide and maintain sanitation facilities for the work force at the site and (ii) dispose of solid waste in accordance with applicable Federal, State and local regulations.

J - List of Documents, Exhibits, and Other Attachments

Attachment 1: Davis-Bacon Wage Determination, Gen. Dec. No. ND130015, dated 3/8/2013, ND15

Attachment 2: Experience Questionnaire

Attachment 3: Typical Drawings (separate attachment)

Attachment 4: Project Drawings (separate attachment)

Attachment 5: Construction Notes (separate attachment)

K - Reqs, Certs, and Other Statements of Offerors

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

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

<https://www.acquisition.gov/far/>

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

FAR 52.223-1 Biobased Product Certification (MAY 2012)

FAR 52.204-8 Annual Representations and Certifications (DEC 2012)

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

(2) The small business size standard is **\$33.5 million (receipts in a three-year period)**.

(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 \$150,000.

(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) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

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

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

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

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

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

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

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

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

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

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

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

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

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

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

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

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

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

(Contracting Officer check as appropriate.)

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

(A) Basic.

(B) Alternate I.

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

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

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

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

[](B) Alternate I.

[](vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.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.

FAR 52.219-28 Post-Award Small Business Program Rerepresentation (APR 2012)

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

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

- (1) Within 30 days after execution of a novation agreement or within 30 days after modification

of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts -

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ___ is, ___ is not a small business concern under NAICS Code **237110 – Water and Sewer Line and Related Structures Construction** assigned to contract number _____ (any current contracts).

Contractor's Signature

Date

Contractor's Name and Title

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

(a) Awards made under this solicitation are subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that –

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

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

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

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

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

Contractor’s Signature

Date

Contractor’s Name and Title

AGAR 452.219-70 Size Standard and NAICS Code Information (SEP 2001)

The North American Industrial Classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s): **All**

- NAICS Code: **237110 – Water and Sewer Line and Related Structure and Construction.**

- Size Standard: **\$33.5 million (receipts in a three-year period)**

L - Instructions, Conditions, and Notices to Offerors

FAR 52.216-1 Type of Contract (APR 1984)

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

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

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

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

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

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

FAR 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(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 - **1.3%**

Goals for Female Participation for Each Trade - **6.9%, Nationwide**

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract,

Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the -

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Golden Valley, North Dakota**.

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

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(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.

AGAR 452.237-71 Pre-Bid/Pre-Proposal Conference (FEB 1988)

There will be no formal site visit for this solicitation. Interested vendors are encouraged to visit the project site prior to submitting a quotation. For site information please contact Steve Volesky, Civil Engineer, Medora Ranger District, Dakota Prairie Grasslands at 701-227-7855.

M - Evaluation Factors for Award

AWARD DETERMINATION

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

EVALUATION FACTORS

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

Attachment 1: Davis-Bacon Wage Determination

General Decision Number: ND130015 03/08/2013 ND15

Superseded General Decision Number: ND20120015

State: North Dakota

Construction Type: Heavy

Counties: Adams, Barnes, Benson, Billings, Bottineau, Bowman, Burke, Cavalier, Dickey, Divide, Dunn, Eddy, Emmons, Foster, Golden Valley, Grant, Griggs, Hettinger, Kidder, La Moure, Logan, McHenry, McIntosh, McKenzie, McLean, Mercer, Mountrail, Nelson, Oliver, Pembina, Pierce, Ramsey, Ransom, Renville, Richland, Rolette, Sargent, Sheridan, Sioux, Slope, Stark, Steele, Stutsman, Towner, Traill, Walsh, Ward, Wells and Williams Counties in North Dakota.

HEAVY CONSTRUCTION PROJECTS (including Sewer & Water Line Construction & Drainage Projects and Excluding Industrial and Processing Plants and Refineries)

Modification Number	Publication Date
0	01/04/2013
1	03/08/2013

ELEC0714-009 07/01/2012

ADAMS, BILLINGS, BOTTINEAU, BOWMAN, BURKE, DIVIDE, DUNN, EMMONS, GOLDEN VALLEY, GRANT, HETTINGER, MCHENRY, MCKENZIE, MCLEAN, MERCER, MOUNTRIAL, OLIVER, PIERCE, RENVILLE, ROLLETTE, SHERIDAN, SOIUX, SLOPE, STARK, WARD, & WILLIAMS COUNTIES:

	Rates	Fringes
CABLE SPLICER.....	\$ 37.54	7.87+10.5%
ELECTRICIAN.....	\$ 37.14	7.87+10.5%

 * ELEC1426-012 06/01/2012

BARNES, BENSON, CAVALIER, DICKEY, EDDY, FOSTER, GRIGGS, KIDDER, LAMOURE, LOGAN, MCINTOSH, NELSON, PEMBINA, RAMSEY, RANSOM, RICHLAND, SARGENT, STEELE, STUTSMAN, TOWNER, TRAILL, WALSH, & WELLS COUNTIES:

	Rates	Fringes
ELECTRICIAN		
CABLE SPLICER.....	\$ 27.29	11.14
ELECTRICIAN.....	\$ 25.99	10.99

 ENGI0049-037 10/01/2012

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 24.55	13.05
GROUP 2.....	\$ 23.65	13.05
GROUP 3.....	\$ 23.40	13.05
GROUP 4.....	\$ 23.25	13.05
GROUP 5.....	\$ 22.40	13.05

POWER EQUIPMENT OPERATORS CLASSIFICATIONS:

GROUP 1: All Terrain Vehicle Cranes 80 tons and over, Hydro, Cranes, 80 Tons and over, Crane Operator with 135' boom and Over, Gantry Crane Operator, & Traveling Tower Crane.

GROUP 2: All Terrain Vehicle Cranes over 20 tons and up to 80 tons, Hydro Cranes 20 tons up to 80 tons, Creter Crane, & Crane Operator up to 135' Boom.

GROUP 3: All Terrain Vehicle Cranes thru 20 tons, Hydro Cranes thru 20 tons, Tractor with boom attachment.

GROUP 4: Push Tractor Roller

GROUP 5: Tractor pulling Compaction or Areating Equipment

 SUND2000-007 05/04/2000

	Rates	Fringes
CARPENTER		
CARPENTER (Including Form building & Concrete Forms).....	\$ 13.98	
Concrete Finisher/Cement Mason....	\$ 14.37	3.67
Ironworker		
REINFORCING.....	\$ 17.03	
Laborers:		
Common.....	\$ 9.96	
Pipelayers.....	\$ 10.48	
PAINTER (Brush and Spray).....	\$ 18.14	
Power equipment operators:		
Backhoes.....	\$ 14.00	3.74
Bobcat.....	\$ 12.82	2.35
Bulldozer.....	\$ 14.06	4.00
Excavator.....	\$ 12.05	
Front End Loader.....	\$ 13.15	3.17
Mechanic.....	\$ 15.16	5.31

Motor Grader.....	\$ 14.74	4.51
Scraper.....	\$ 13.85	4.25
Self Propelled Packer.....	\$ 11.55	4.25
Sheepsfoot.....	\$ 12.57	3.23
Skidster.....	\$ 11.06	2.05

TRUCK DRIVER

Dump (Excludes Semi and Tandem Dump Trucks).....	\$ 11.39	3.60
Semi (Includes Semi Dump Trucks).....	\$ 11.52	.23
Tandem (Includes Tandem Dump Trucks).....	\$ 11.14	1.63

TEAM0638-001 10/01/2012

Rates Fringes

TRUCK DRIVER

ARTICULATED OFF ROAD HAULER.	\$ 24.45	0.00
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is

an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Attachment 2: Experience Questionnaire

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