

REQUEST FOR QUOTATION <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET ASIDE		PAGE OF PAGES 1 2	
1. REQUEST NO. AG-4756-S-14-0005		2. DATE ISSUED		3. REQUISITION/PURCHASE REQUEST NO. 671727	
5a. ISSUED BY USDA FOREST SERVICE CHEROKEE NATIONAL FOREST 2800 NORTH OCOEE STREET CLEVELAND TN 37312				8. DELIVERY BY (Date) 365 Days After Award	
5b. FOR INFORMATION CALL: (No collect calls)				7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
NAME NINA BARROW				9. DESTINATION a. NAME OF CONSIGNEE USDA FOREST SERVICE	
TELEPHONE NUMBER AREA CODE 423 NUMBER 476-9706				b. STREET ADDRESS CHEROKEE NATIONAL FOREST 2800 NORTH OCOEE STREET	
8. TO: a. NAME				c. CITY CLEVELAND	
b. COMPANY				d. STATE TN e. ZIP CODE 37312	
c. STREET ADDRESS				f. ZIP CODE	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 12/17/2013 1600 ES		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 quote. Any representations and/or certifications attached to this Request for Quotations must be completed by the quote.			
11. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
001	Perform Road Grading, As-Needed, North Zone Cherokee National Forest. Includes Sullivan, Johnson, Carter, Unicoi, Washington, Greene, and Cocke Counties Tennessee Tax ID#: _____ DUNS #: _____ Registered in SAM?: Yes _____, No _____ FY 2014 Road Grading for the North end of the Cherokee NF Product/Service Code: 21LB Continued ...				
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER PERCENTAGE
NOTE: Additional provisions and representations <input 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			16. SIGNER		
b. STREET ADDRESS			a. NAME (Type or print)		b. TELEPHONE
c. COUNTY					AREA CODE
d. CITY			e. STATE f. ZIP CODE		c. TITLE (Type or print)
					NUMBER

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	AG-4756-S-14-0005	2	2

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Description: MAINTENANCE OF HIGHWAYS/ROADS/STREETS/BRIDGES/RAILWAYS Delivery: 365 Days After Award FOB: Destination				

PART I – THE SCHEDULE
SECTION B - Supplies or Services/Prices
SCHEDULE OF ITEMS

Item 1: Road Grading on an “As-Needed”, requirements basis on the North Zone of the Cherokee National Forest, Unaka Ranger District, in Cocke, Greene, Unicoi, and Washington counties, Tennessee.

Item No.	Description	Pay Unit	MM	Estimated Quantity	Unit Price	Total Price
1A	Road Grading (Roadbed)	Mile	AQ	35	\$	\$
1B	Road Grading (Ditching)	Mile	AQ	20	\$	\$

TOTAL, Item 1A & B: \$ _____

Item 2: Road Grading on an “As-Needed”, requirements basis on the North Zone of the Cherokee National Forest, Watauga Ranger District, in Carter, Johnson, and Sullivan counties, Tennessee.

Item No.	Description	Pay Unit	M M	Estimated Quantity	Unit Price	Total Price
2A	Road Grading (Roadbed)	Mile	AQ	35	\$	\$
2B	Road Grading (Ditching)	Mile	AQ	20	\$	\$

TOTAL, Item 2A & B: \$ _____

GRAND TOTAL, Items 1 and 2: \$ _____

Award will be made on an all-or-none basis. Registration in the System for Award Management (SAM) is not required for submission of a quote; however, registration must be completed within 5 days of notification of award. Access SAM at www.sam.gov/; **registration is free.**

A complete quote package consists of:

- Completed SF-18, cover sheet
- Completed Schedule of Items, Section B
- Completed Section K, Representations and Certifications
- A written response to Section M - Evaluation Factors

NOTE: Faxed quotes will not be accepted. Emailed quotes will not be accepted. Hardcopy quotes must be delivered to the address shown on the front of the Request for Quotation in Block 5a by 4:00 p.m. EST on December 17, 2013.

SECTION C - Description/Specifications

110 - SCOPE OF CONTRACT

Contractor shall furnish all equipment, personnel, operating fuel, lubricants, labor, transportation, supervision, and other incidentals necessary to perform road grading and associated work as indicated on the Schedule of Items on an “As-Needed” basis in accordance with the specifications, terms and conditions as contained herein. Actual miles to be graded will be based on prices submitted and funds available at time of need.

This is a requirements contract in which estimated quantities are shown on the SF-18, Request for Quotation. These quantities are not a representation that the estimated quantities will be required or ordered or that conditions affecting requirements will be stable or normal. The estimates were obtained from records of previous requirements and consumption, projected need from work plans, or by other means, and are based on the most current information available. A single award will result from this solicitation

A requirements contract will result from this solicitation. No minimum amount of work or type of work is guaranteed. Contractor will be paid at price quoted for actual miles worked. A “Mile” is a mile of Forest Service road graded regardless of the number of passes required.

120 – PLACEMENT OF ORDERS

The Ordering Office is Cherokee National Forest, 2800 N. Ocoee Street, Cleveland, Tennessee 37312. No oral or telecommunicated orders will be allowed under this contract. Only the following are authorized to place orders under this contract:

- (1) Cherokee National Forest Contracting Officer
- (2) Cherokee National Forest Purchasing Agent

Task orders will be issued in writing and are valid if signed by one of the individuals listed above. Each task order will specify the roads to be serviced, services to be provided, the order in which performance is required and contract time for performance in accordance with this contract. Contractor shall begin work within three (3) calendar days from receipt and acknowledgement of order.

130 – PROJECT LOCATION

Work sites will be within the administrative boundaries of the Cherokee National Forest on the Unaka and Watauga Ranger Districts as shown on the Schedule of Items. Specific work site(s) will be as indicated on each delivery order as issued.

The Unaka District is comprised of Cocke, Greene, Unicoi, and Washington Counties, Tennessee.

The Watauga District is comprised of Sullivan, Johnson, and Carter Counties, Tennessee.

Technical contract for questions about this work for both Districts is Cody Field, 423-735-1566.

DIVISION 200 – TECHNICAL SPECIFICATIONS

210 – MOBILIZATION ALLOWANCE

There is no separate pay item for mobilization. Mobilization cost shall be included in bid price.

220 – EQUIPMENT SPECIFICATIONS

Road Grader: Grading equipment furnished shall have a minimum weight of 20,000 lbs and a minimum SAE horsepower of 85. The equipment shall be equipped with power functions, a scarifier and a fire extinguisher. A Rollover Protective Structure (ROPS) is required by Occupational Safety and Health Act (OSHA) if equipment was manufactured on or after July 1, 1969. Equipment shall be provided with a Forest Service approved spark arrester.

240 – REQUIREMENTS

A. Public Safety and Traffic Control

The Contractor shall exercise caution and care while pursuing the work to prevent unnecessary conflict with, or potential hazards to road users.

The Contractor shall post warning signs with flags on each end of the section of road being worked. Signs shall be of the size, quantity, and colors as required in the current edition of the "Manual on Uniform Traffic Control Devices". These signs shall be moved as needed to properly delineate and identify the section of road being maintained. At no time shall these signs be more than one mile from operating equipment and shall be in place only when road equipment or men are actually performing operations. All slow moving equipment shall have a reflectorized "slow moving" vehicle emblem properly attached.

All work shall be so scheduled so that at the end of a working period, the road is passable for the type of traffic normally using the road. If, for any reason traffic hazards are left in or adjacent to the road after normal work periods, they shall be properly signed as hazards and visibly illuminated at night.

B. Technical Requirements

(1A) Road Grading - Blading operations shall be conducted as required to remove, by scarifying and cutting out, ruts, potholes, corrugations, and berms (**Minimum 2 Passes**). All suitable dislodged aggregate shall be smoothly redistributed over the entire roadbed to produce proper cross slope or crown of 3/4 inch per foot. Scarifying teeth shall not be spaced greater than 11”.

All suitable aggregate which has been worked onto the roadbed edge by traffic or maintenance activities shall be reclaimed onto the roadbed. All suitably sized material disturbed within the roadbed or removed from ditches shall be smoothly spread within the roadbed after movement

sufficient to sift out surface aggregate. Assure proper surface drainage following this operation. No undercutting of roadbed edge or material berms will be allowed. No material shall be deposited in ditches.

All oversized and objectionable material shall be removed from the roadbed surface after the blading operation is complete. This waste material includes all loose rocks four (4) inches or larger in the greatest dimension above the graded surface, limbs and woody material larger than 1 ½ inches in diameter and 18 inches long, and sod or clumps of debris larger than 6 inches.

Rock and debris shall be wasted beyond the edge of the roadbed (see Exhibits). No material shall be deposited in ditches, streams or in such places as to interfere with the road drainage.

Total roadbed width, including turnout, turnarounds, and parking lots shall be bladed as existing unless otherwise directed by the C.O.R. or his designated representative.

Dips, swales, and waterbars shall be maintained if necessary. If the dip is functioning as designed, no work will be required.

Waste material removed, including leaves, shall not be deposited in piles either on the roadbed or the cutslope, but shall be spread out where it will not re-enter the culvert, catch basin, or inlet/outlet ditches. If the material is suitable and is deposited on the roadbed, it shall be spread out smoothly within the roadbed. Placing waste material on steep or high cutslopes will not be permitted.

Any culverts that are found to be damaged or in non-functional condition shall be reported to the COR.

All culverts shall be cleaned by removing all silt, muck, rock, and debris from culvert interior (**3 feet each end**), inlet catch basin, and inlet and outlet ditches shall also be cleaned and free from debris.

No work shall be done in the following areas on weekends (Fri.- Sun.) and 1 week prior to or after major summer holidays.

Hickory Tree Road # 251
Flatwoods Road # 87, (Hickory Tree to Three Rocks).
Jacobs Cr. Rec. Complex # 337 – 337C
Old Forge/Jennings Cr. #331

(1B) CLEAN AND RESHAPE DITCHES - The ditches to be maintained in their original location to the shape and grade required to insure drainage of the road. Drainage structures and road features shall not be damaged during this operation. **Handwork required to properly connect ditch flow lines to drainage structure inlets is considered a part of this work.**

Drainage structures and road features damaged during the maintenance operation shall be repaired or replaced at the expense of the Contractor.

When ditch bottoms are soft or if there is standing water present, avoid running the grader tire in the ditch. Reshape the ditch using the extended blade.

All suitable material excavated through this activity shall be reclaimed and used within the roadbed. Following this work the surface shall be bladed.

Excessive or unsuitable materials reclaimed onto the roadbed from ditches and culvert inlets shall be evenly spread on the roadway or wasted along the roads. No material shall be allowed to fall into a flowing stream.

No work shall be done in the following areas on weekends (Fri.- Sun.) and 1 week prior to or after major summer holidays. **(See List in Surface blading requirements)**

Tail and Lead-Off Ditches

Ditches shall be opened to provide drainage away from the roadway. No material excavated from these structures shall be reclaimed onto the roadbed. This work is incidental to 1B.

DIVISION 300 – INSPECTION AND ACCEPTANCE

310 – INSPECTION

The contractor's proposed equipment shall be made available to the Contracting Officer's Representative for inspection prior to award of this contract.

320 – ACCEPTANCE

Acceptance of the equipment shall be contingent upon approval of the Contracting Officer's Representative.

DIVISION 400 - MEASUREMENT AND PAYMENT

410 – MEASUREMENT

For all surface blading, and cleaning and reshaping ditches, measurement shall be made to the nearest tenth (0.10) of a mile by the COR using a vehicle odometer. Contractor will be paid at price quoted for actual miles worked or tasks performed per task order. A "Mile" is a mile of Forest Service road graded regardless of the number of passes required.

For ditches, measurement shall be made for each side of the road. Lead off ditches shall be measured from the road ditch line to the end of the ditch and converted into miles. The total length of lead off ditches cleaned and reshaped shall be measured prior to conversion and rounding off to the nearest tenth of a mile.

420 – PAYMENT

Payment shall be made in accordance with Clause 52.232-1, Payments, at the established unit prices for work based on units ordered, actual number of units completed by the contractor and accepted by the Government.

SECTION D - Packaging and Marking

(For this solicitation, there are no clauses in this section)

SECTION E - Inspection and Acceptance**52.246-4 Inspection of Services - Fixed-Price. (AUG 1996)**

(a) *Definition:* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may -

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may -

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

SECTION F - Deliveries or Performance**52.242-17 Government Delay of Work. (APR 1984)****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 time established for each Task Order. The time stated for completion shall include final cleanup of the premises.

Contract Time: Each task order will specify a period of performance based on the following schedule:

Sub Item	Contract Time
A. Surface Blading	1 Calendar Day / 4 Miles Ordered
B. Clean and Reshape Ditches	1 Calendar Day / 2 Miles Ordered

Receipt of task order shall be considered your Notice to Proceed. Completion of the task order is required within the contract time specified above for the number of miles ordered computed from the date of order, plus 10 days.

452.211-75 Effective Period of the Contract. (FEB 1988)

The effective period of this contract is from date of award for one calendar year.

SECTION G - Contract Administration Data

452.215-73 Postaward Conference. (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled within 10 days after the date of contract award. The conference will be held at:

Watauga Ranger District Office
4400 Unicoi Drive
Unicoi, TN 37692

SECTION H - Special Contract Requirements**452.236-77 Emergency Response. (NOV 1996)**

(a) Contractor's Responsibility for Fire Fighting. (1) The Contractor, under the provisions of FAR clause 52.236-9, PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS, shall immediately extinguish all fires on the work site other than those fires in use as a part of the work. (2) The Contractor may be held liable for all damages and for all costs incurred by the Government for labor, subsistence, equipment, supplies, and transportation deemed necessary to control or suppress a fire set or caused by the Contractor or the Contractor's agents or employees.

(b) Contractor's Responsibility for Notification in Case of Fire. The Contractor shall immediately notify the Government of any fires sighted on or in the vicinity of the work site.

(c) Contractor's Responsibility for Responding to Emergencies. When directed by the Contracting Officer, the Contractor shall allow the Government to temporarily use employees and equipment from the work site for emergency work (anticipated to be restricted to firefighting). An equitable adjustment for the temporary use of employees and equipment will be made under the CHANGES clause, FAR 52.243-4.

452.237-74 Key Personnel. (FEB 1988)

(a) The Contractor shall assign to this contract the following key personnel: **Equipment Operator.**

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

PART II – CONTRACT CLAUSES
SECTION I - Contract Clauses

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

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

www.arnet.gov/far

www.usda.gov/procurement/policy/agar.html

- 52.202-1 Definitions. (JAN 2012)**
52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (AUG 2013)
52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)
52.219-6 Notice of Total Small Business Set-Aside. (NOV 2011)
52.222-3 Convict Labor. (JUN 2003)
52.222-13 Compliance with Davis-Bacon and Related Act Regulations. (FEB 1988)
52.222-21 Prohibition of Segregated Facilities. (FEB 1999)
52.222-26 Equal Opportunity. (MAR 2007)
52.222-36 Affirmative Action for Workers with Disabilities. (OCT 2010)
52.222-41 Service Contract Act of 1965. (NOV 2007)
52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011)
52.223-6 Drug-Free Workplace. (MAY 2001)
52.232-1 Payments. (APR 1984)
52.232-8 Discounts for Prompt Payment. (FEB 2002)
52.232-11 Extras. (APR 1984)
52.232-23 Assignment of Claims. (JAN 1986)
52.232-25 Prompt payment. (JUL 2013)
52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)
52.233-1 Disputes. (JUL 2002)
52.233-3 Protest after Award. (AUG 1996)
52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)
52.243-1 Changes - Fixed-Price. (AUG 1987)
52.245-1 Government Property. (APR 2012)
52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form). (APR 1984)
52.249-8 Default (Fixed-Price Supply and Service). (APR 1984)
52.253-1 Computer Generated Forms. (JAN 1991)
- 452.237-75 Restrictions Against Disclosure. (FEB 1988)**
- 52.204-7 System for Award Management. (JUL 2013)**

(a) Definitions. As used in this provision-

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 System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

Registered in the System for Award Management (SAM) database means that-

- (1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM 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 SAM 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 SAM 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) Offerors may obtain information on registration at <https://www.acquisition.gov>.

52.216-18 Ordering. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued for one year from date of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 Order Limitations. (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$2,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$25,000;

(2) Any order for a combination of items in excess of \$25,000; or

(3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-21 Requirements. (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with

respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after completion of all task orders issued during the contract period.

52.217-8 Option to Extend Services. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days from date of contract expiration.

52.222-42 Statement of Equivalent Rates for Federal Hires. (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage
Equipment Operator	GS-5 \$15/hour
Laborer	GS-2 \$10.95/hour

Fringe Benefits

Paid Holidays: 1. New Year`s Day, 2. MLK Birthday 3. Washington`s Birthday, 4. Memorial Day, 5. Independence Day, 6. Labor Day, 7. Columbus Day, 7. Veteran's Day, 9. Thanksgiving Day, 10. Christmas Day

Paid Vacation: 2 hours Annual Leave each week with less than 3 years service. 3 hours Annual Leave each week with 3 but less than 15 years service. 4 hours Annual Leave each week with 15 or more years service.

Health and Insurance -- 5.1% of hourly rate

Retirement -- 7% of hourly rate

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)

(a) Definitions. As used in this clause -

"Driving" - (1) Means operating a motor vehicle on an active roadway with the motor

running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

"Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor is encouraged to -

(1) Adopt and enforce policies that ban text messaging while driving -

(i) Company-owned or rented vehicles or Government-owned vehicles;
or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as -

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

**52.237-2 Protection of Government Buildings, Equipment, and Vegetation.
(APR 1984)**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to

make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

52.244-6 Subcontracts for Commercial Items. (JUL 2013)

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

Commercial item has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

Subcontract includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (JUL 2013) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212(a));

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required

in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(ix) 52.225-26, Contractors Performing Private Security Functions Outside the United States JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.246-20 Warranty of Services. (MAY 2001)

(a) *Definition.*

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date of acceptance by the Government. This notice shall state either-

(1) That the Contractor shall correct or re-perform any defective or nonconforming services; or

(2) That the Government does not require correction or re-performance.

(c) If the Contractor is required to correct or re-perform, it shall be at no cost to the Government, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract

price.

(d) If the Government does not require correction or re-performance, the Contracting Officer shall make an equitable adjustment in the contract price.

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):

www.arnet.gov/far

www.usda.gov/procurement/policy/agar.html

452.237-70 Loss, Damage, Destruction or Repair. (FEB 1988)

(a) For equipment furnished under this contract without operator, the Government will assume liability for any loss, damage or destruction of such equipment, not to exceed a total of \$0.00 (Government assumes no liability) except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents or employees.

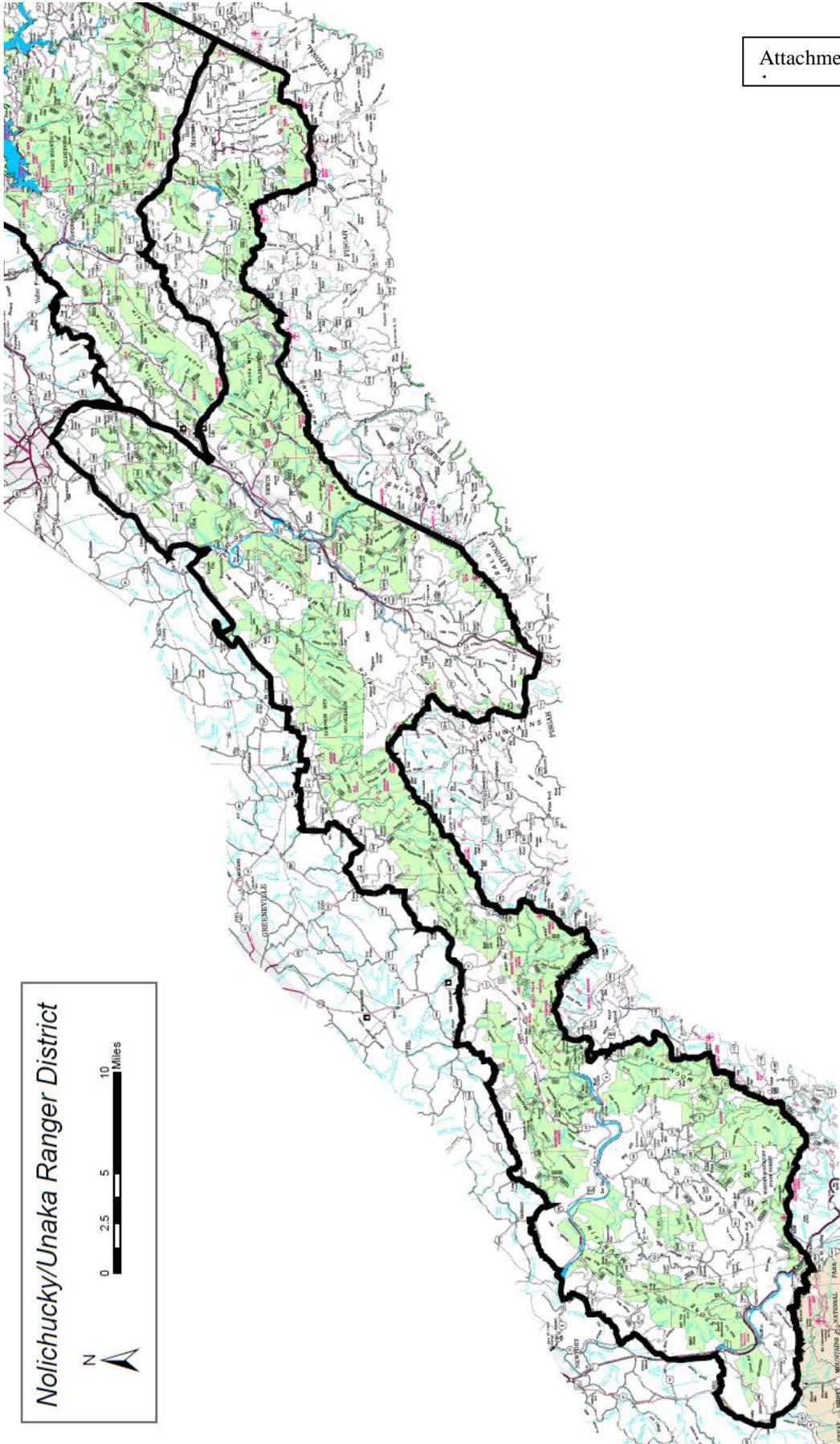
(b) For equipment furnished under this contract with operator, the Government shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligent or wrongful act(s) of Government employee(s) while acting within the scope of their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

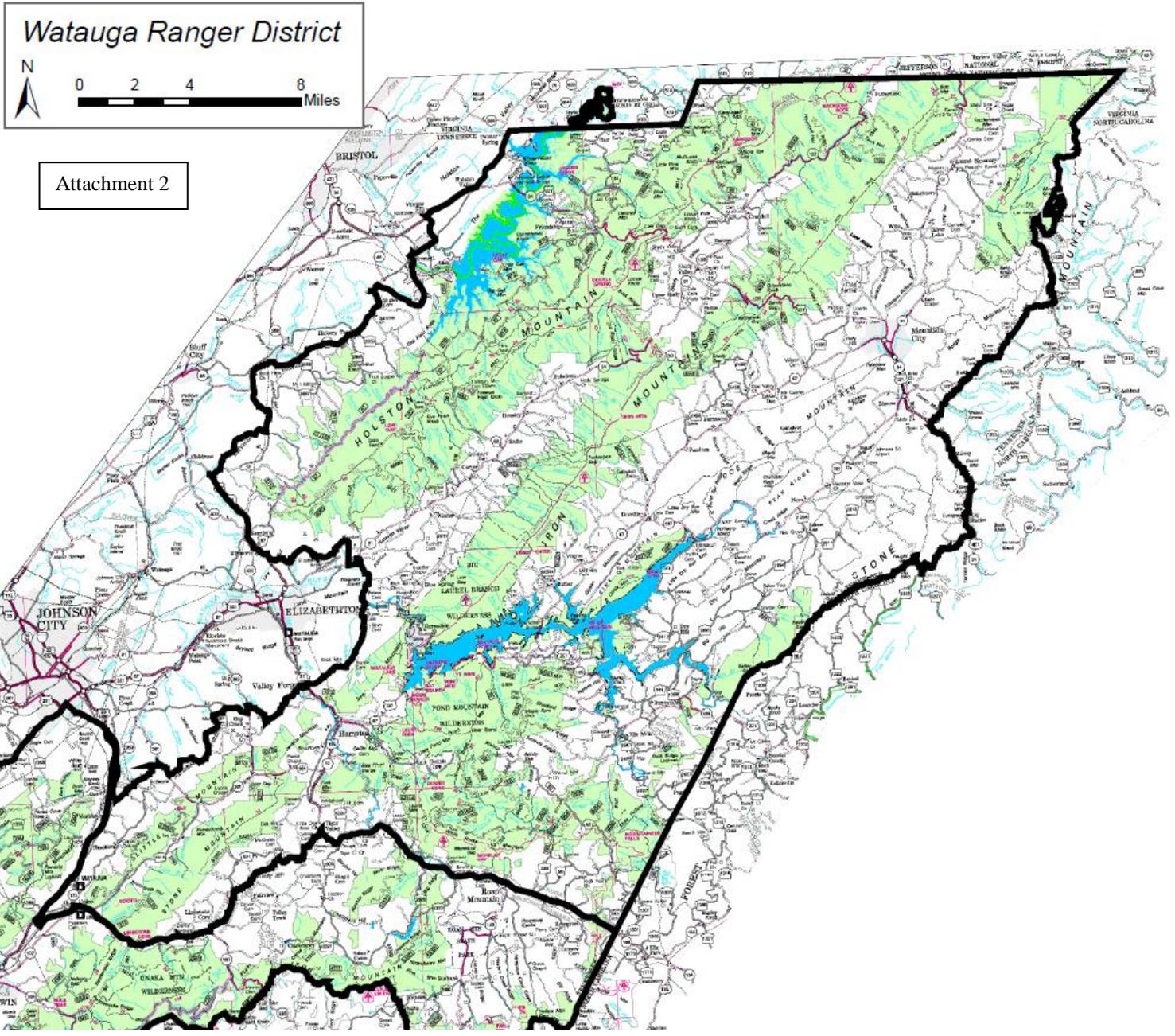
(c) All repairs to equipment furnished under this contract shall be made by the Contractor and reimbursement, if any, shall be determined in accordance with (a) or (b) above. Repairs shall be made promptly and equipment returned to use within 48 hours. In lieu of repairing equipment, the Contractor may furnish similar replacement equipment within the time specified. The Contractor may authorize the Government to make repairs upon the request of the Contracting Officer. In such case, the Contractor will be billed for labor and parts costs.

PART III – LIST OF DOCUMENTS, EXHIBITS, OTHER ATTACHMENTS
SECTION J - List of Documents, Exhibits and Other Attachments

Attachment Number	Attachment Title	Number of Pages
1	Unaka Ranger District Map	1
2	Watauga Ranger District Map	1
3	Wage Determinations	9
4	Exhibit A	1
5	Exhibit B	1

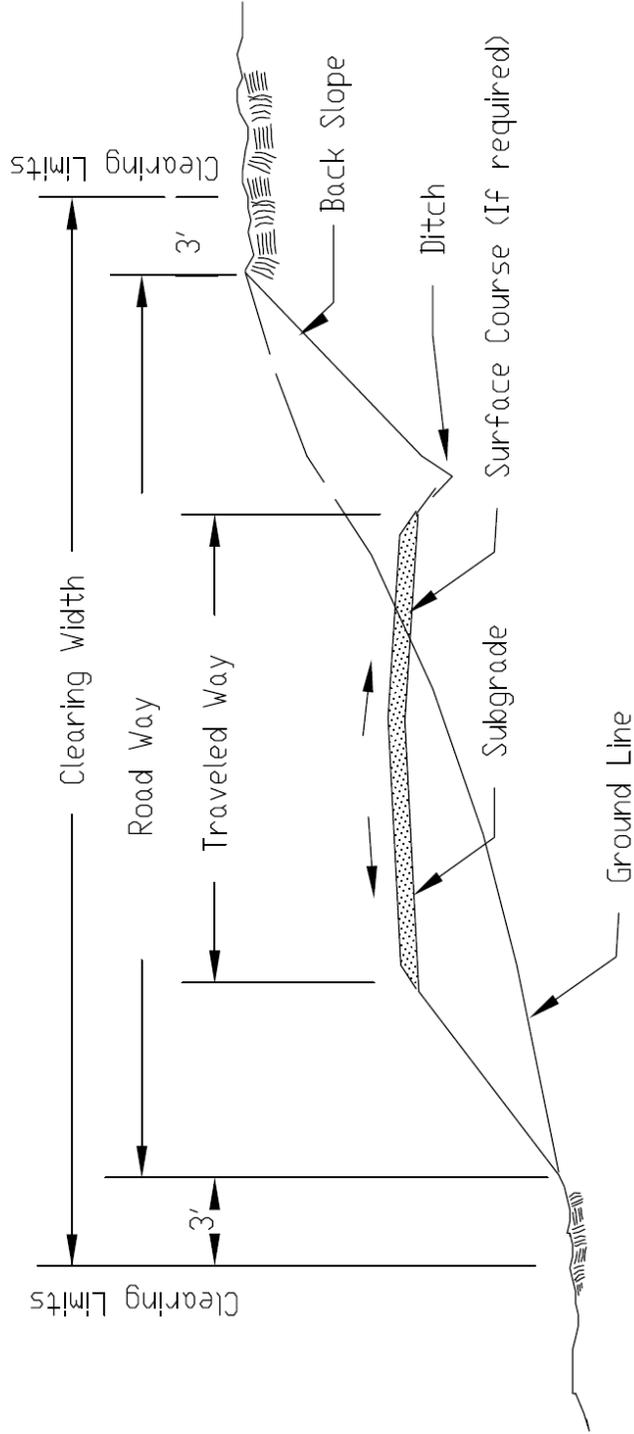
Attachment
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Attachment 4 - Exhibit A

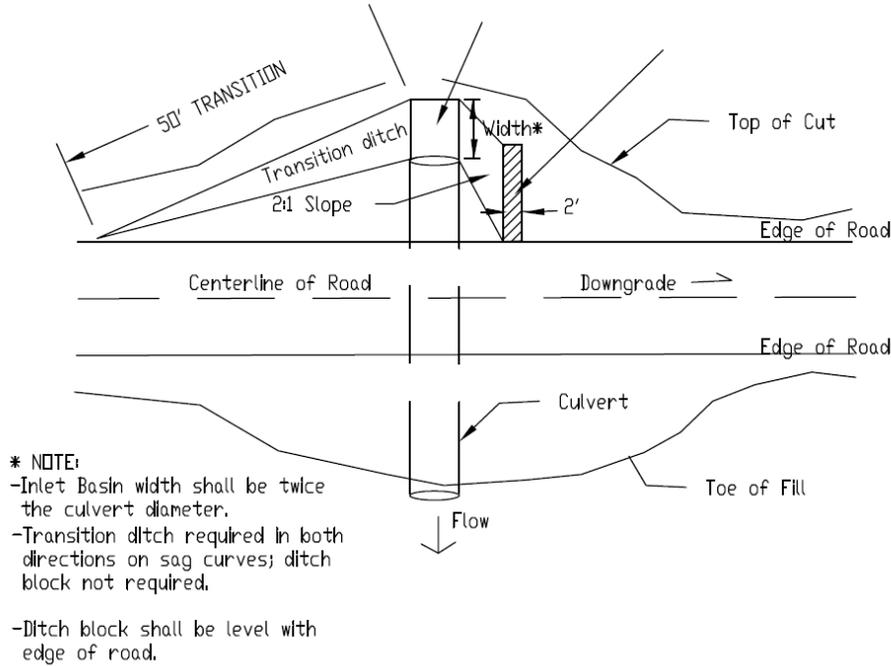
TYPICAL SECTION



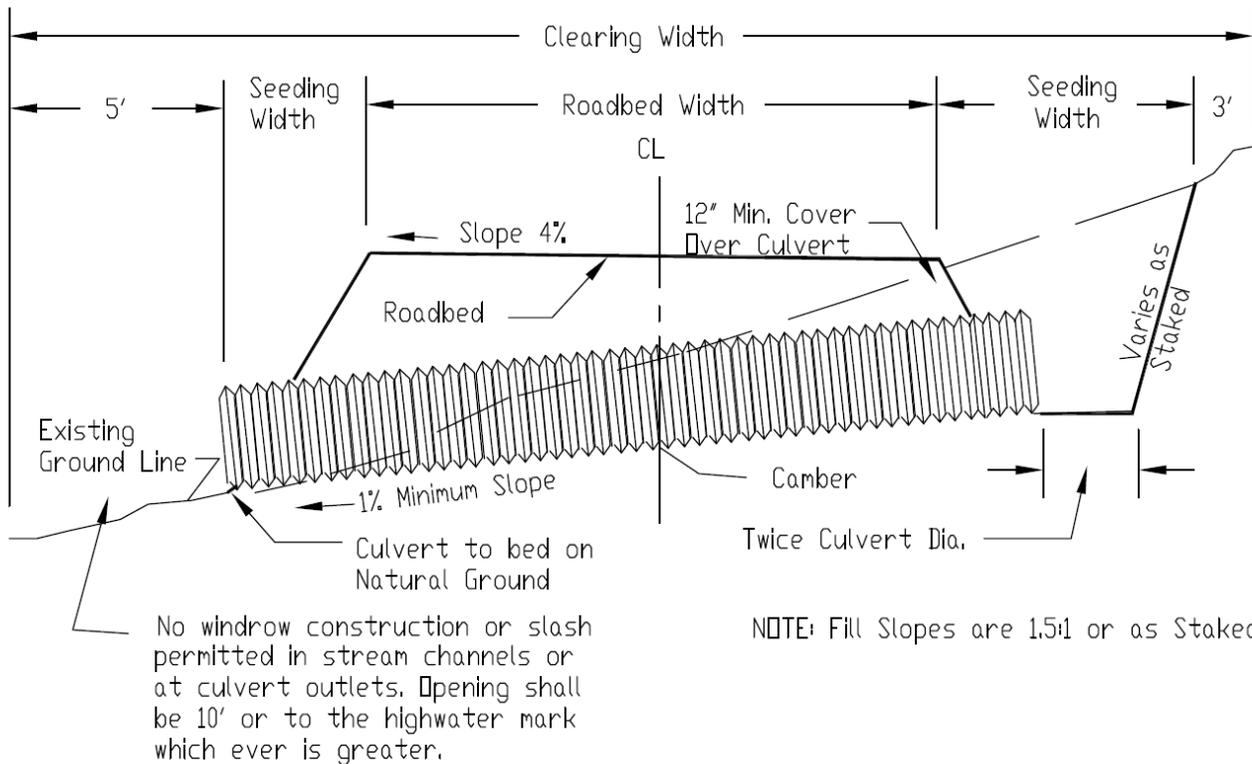
Note: Shapes and Dimensions of Traveled Way will vary to fit Local Conditions

NO SCALE

Attachment 5 – Exhibit B



DITCH BLOCK DETAIL
 NO SCALE



TYPICAL CULVERT SECTION
 NO SCALE

PART IV--REPRESENTATIONS AND INSTRUCTIONS**SECTION K - Representations, Certifications, and Other Statements of Bidders****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): 1

- NAICS Code 237310
- Size Standard \$33.5 million dollars average annual receipts for the preceding 3 fiscal years

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

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237310.

(2) The small business size standard is \$33.5 million dollars average annual receipts for the preceding 3 fiscal years.

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

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

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

(i) Paragraph (d) applies.

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

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or

fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(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 SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated

within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #[_____]
Title[_____]
Date[_____]
Change[_____]

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

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

(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 Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, 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 SAM, or does not have a representation in SAM 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 237310 assigned to contract number _____.
(Contractor to sign and date and insert authorized signer's name and title).

52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan--Certification. (AUG 2009)

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

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means--

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. (DEC 2012)

AGAR 452.209-70 Representation by Corporations Regarding an Unpaid Delinquent Tax**REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION (DEVIATION 2012-01) (FEB 2012)**

(a) Awards made under this solicitation are subject to the provisions contained in sections 738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012 (P.L. No. 112-55), Division A, as amended and/or subsequently enacted, 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) The 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 or State 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.

AGAR 452.209-71 ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS**ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS**

(a) This award is subject to the provisions contained in sections 738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, P.L. No. 112-55, Division A, as amended and/or subsequently enacted, regarding corporate

felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it -

(1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal or State law within 24 months preceding the award, unless a suspending and debarment official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, [insert agency name] may terminate this contract for default and may recover any funds the awardee has received in violation of sections 738 or 739, as amended and/or subsequently enacted.

SECTION L - Instructions, Conditions, and Notices to Bidders**52.215-1 Instructions to Offerors - Competitive Acquisition. (JAN 2004)****52.237-1 Site Visit. (APR 1984)****52.216-1 Type of Contract. (APR 1984)**

The Government contemplates award of a **firm fixed price requirements contract** resulting from this solicitation.

52.233-2 Service of Protest. (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Nina B. Barrow, Contracting Officer, 2800 North Ocoee Street, Cleveland, TN 37312.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

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

(a) The Government is not planning a pre-bid/pre-proposal conference.

For solicitation questions contact Nina Barrow, Contracting Officer, at (423) 476-9706; or for questions pertaining to the nature of the work required contact Cody Field, Contracting Officer Representative, at (423)735-1566.

SECTION M - Evaluation Factors for Award

AWARD DETERMINATION

The Government reserves the right to award to the offeror providing the best value to the Government. Award will be made to the offeror (1) whose quotation is technically acceptable and (2) whose technical/cost relationship is the most advantageous to the Government. Award may not necessarily be made to the offeror submitting the lowest quote. Evaluation factors other than cost or price, when combined, are approximately equal to cost or price in the award decision.

EVALUATION FACTORS

NOTE: Please provide your responses to the listed criteria on a separate sheet (or sheets) of paper, and submit with your completed Request for Quotation.

I. TECHNICAL

The following Evaluation Factors are listed in descending order of importance:

1. Experience:

- a. List your firm's experience with road grading and related activities as shown on the Schedule of Items, not to exceed the last three years. For each work experience, state who you worked for, the location of the work, the dates worked, and a contact name and phone number.
- b. List your firm's experience in the general type of work to be performed (other than road grading), for the period not to exceed the last three years, with date(s), locations, and contact information for those work experiences.
- c. State whether you have ever been Terminated for Default from a Federal contract, and if so, provide the dates and circumstances.

2. Past Performance:

- a. Provide a minimum of three references of persons who know your work record. Reference information should include: Name, position, company/agency, and phone number or email address.

3. Organization:

- A. List specific tools and equipment to be utilized.
- B. State experience of Equipment Operator(s) for the project in road grading.
- C. List projects you are currently working on and projected completion dates.

II. COST/PRICE