

<b>REQUEST FOR QUOTATION</b> <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 1 OF 1 PAGES
1. REQUEST NO. AG-0398-S-16-0029	2. DATE ISSUED 08/18/2016	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
5a. ISSUED BY USDA FOREST SERVICE EAST SIDE ACQUISITION TEAM 420 BARRETT STREET DILLON MT 59725			6. DELIVERY BY (Date) Multiple	
5b. FOR INFORMATION CALL: (No collect calls)			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
NAME LISA RAKICH			9. DESTINATION	
AREA CODE 406			a. NAME OF CONSIGNEE	
TELEPHONE NUMBER 683-3968			b. STREET ADDRESS	
8. TO:			c. CITY	
a. NAME			d. STATE	
b. COMPANY			e. ZIP CODE	
c. STREET ADDRESS			d. STATE	
d. CITY			e. ZIP CODE	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 08/29/2016 1600 MT		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.		

**11. SCHEDULE (Include applicable Federal, State and local taxes)**

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Period of Performance: 09/01/2016 to 10/01/2016 Return all quote documents to: Lisa Rakich at lrakich@fs.fed.us Inquiries: 406-683-3968				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations  are  are not attached

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE
b. STREET ADDRESS					
c. COUNTY			a. NAME (Type or print)		AREA CODE
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		NUMBER

**PRICES - SCHEDULE OF ITEMS**

WHITEBARK PINE CLONE BANK EXCLUSION FENCE  
 Bozeman Ranger District, Custer Gallatin National Forest  
 Gallatin County, MT

**SCHEDULE OF ITEMS**

ITEM NO.	DESCRIPTION	METHOD OF MEASURE	UNIT OF ISSUE	EST. QTY.	UNIT PRICE	TOTAL AMOUNT
001	8' Woven Wire Wildlife Fence includes Labor & Materials.	AQ	LF	1608'		
002	16' (2 pc.) Pre-fabricated Metal, 1 3/4" tube, bolt-through hinge, 8' height, Double Swing Gates.	AQ	EA	2		
003	Mobilization	LS	LS	1		

*TOTAL QUOTE:* \_\_\_\_\_

\* Method of Measurement: actual length of fence including the distance across all gates and braces.  
 AQ - Actual Quantity

*NOTE: Vendor must quote on all items. Round to the nearest cent.*

\_\_\_\_\_  
*Company Name*

\_\_\_\_\_  
*DUNS #*

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*email address & Phone number*

**PROJECT DESCRIPTION AND LOCATION**

The work consists of the construction of a wildlife exclusion fence 8 feet high with galvanized wire mesh, pressure treated wood poles and galvanized steel posts, agreed to by CO if necessary, in soft or wet soils.

Place the fence fabric on the outside of the enclosure line posts as close as possible to the ground but no higher than 4" off the ground. Staples placed every 6". Tension will be considered adequate when the fabric cannot be pulled more than 4" out of line with a 30# pull at any point from top to bottom between posts. Splices may be accomplished by either lap splice or compression splice. If lap splices are used, the line wire ends are each twisted a minimum of four wraps around the corresponding wire and trimmed. If compression sleeves are used, a minimum of two sleeves per wire must be used. A single

long crimping sleeve that allows two mechanical crimps may be used. The end of each wire will be bent perpendicular to the horizontal wire then trimmed.

Gates shall be hung six inches off the ground with a gap of no more than 4" parallel gap where they join. 8' high 8' foot long gate panels may be created by joining 2, 4' high panels bottom to bottom with 12" EMT conduit and 4, 5/16ths inch bolts, spaced appropriately, at each gate end. 2, 3/8" drain holes required on the bottom of each completed/joined panel.

The unit is rectangular. It is 520' x 300' minus a 16' gate on each 300' length for an approximate total of 1,608'. Corner posts set first. Intermediates set without touching guide wire. Double brace panels will be installed at each corner. Over uneven terrain, additional bracing may be required between corner, end, and brace assemblies. Depressions treated as indicated in attached diagram with t-posts. Line posts may deviate no more than 1' on line spacing for large boulders and should not deviate more than 1" from plumb and 2 inches from specified height above ground.

### **Project Location**

The project is located on the Bozeman Ranger District, Custer Gallatin National Forest. Location: T4S R5E Sec19, Gallatin County, Montana.

**Price Range** — Under \$25,000

**Pre-Bid Tour** – No tour is planned. For directions to the work site or more information you may contact Clay DeMastus at the Bozeman Ranger District (406) 522-2553.

**Start Work** – It is estimated that the work will commence in September 1, 2016 and conclude by October 1, 2016.

**Period of Performance** — 15 calendar days

### **GENERAL SPECIFICATIONS**

The contractor shall provide all necessary equipment, tools, transportation, labor, and supervision.

#### **Materials for Fence Construction**

Although the following materials will be needed for completion of this project, incidental supplies may also be needed as part of normal fence construction. Alternative approaches may be considered with concurrence by the CO.

12'x 6" treated wood post spaced every 16 feet to a depth of 3 feet by auger or mechanical driver. Posts are treated with CCA or ACZA compounds to a minimum of

0.40 #/cu.ft.(pcf).

2'- 8' braces at every corner and gate. Braces constructed of 12'x 6" posts, 8' x 4" rails and 9 gauge, 170,000 psi tensile strength brace wire with strainers.

High tensile, wildlife fencing, 12.5 gauge, galvanized, 330' roll. This is commonly called 20/96/12 woven wire.

Two pre-fabricated 1 3/4" tube, bolt-through hinge, 8' height, double swing gates are required, one at each end.

8" ring shanks for braces.

1 3/4" galvanized staples.

**Storage and Stockpiling.** The Contractor shall confine storage of equipment, materials, and vehicles to within the limits delineated by the Contracting Officer. The Contractor shall be solely responsible for the loss of or damage to materials stored on Forest Service lands or elsewhere.

**Equipment Specifications.** Equipment and tools shall be in good mechanical and operating condition, fully capable of performing all phases of the specified work.

**Weather Conditions.** Work will be suspended if, in the opinion of the Contracting Officer, weather conditions preclude effective protection of resources, site rehabilitation, or otherwise impact project end results in a significant, negative manner.

**Sanitary Facilities** – the contractor shall be responsible for providing all sanitary facilities on site for the duration of the project.

**Pollution and Erosion Control.** During all operations under this contract, the Contractor shall exercise reasonable measures to prevent or minimize soil erosion and pollution of water and other resources. All refuse, including garbage, rubbish, and solid or liquid wastes, from the Contractor's operations, including camps, parking areas, and equipment maintenance areas shall be stored, collected, and disposed of in a sanitary and nuisance-free manner. Refuse shall be disposed of in State-approved dumps as approved by the Contracting Officer's Representative (COR).

During all of the work, the Contractor shall make every reasonable effort to direct surface runoff water to stabilized waterways and to keep the drainage systems functioning effectively to minimize soil erosion and water pollution.

**Noxious Weed Control.** In order to prevent the potential spread of noxious weeds the Contractor shall be required to furnish proof of weed-free equipment. This cleaning shall remove all dirt and plant parts and material that may carry noxious weed seeds into the construction area. All subsequent move-ins shall be treated the

same as the initial move-in. Prior to move-in the contractor shall make equipment available for Forest Service inspection at an agreed location.

## **SPECIAL PROJECT SPECIFICATIONS**

See SP700 Drawings “Wildlife Exclusion Fencing” 2 pages

**Invoicing/Payments.** All payments are processed using The Invoice Processing Platform (IPP). This is a mandatory requirement initiated by the U.S. Department of Treasury and you can find more information at this website <https://www.ipp.gov/index.htm>. Please make sure that your company has registered at <https://www.ipp.gov/vendors/enrollment-vendors.htm> to establish your account.

The IPP Customer Support Desk is available to assist users Monday through Friday (excluding Federal holidays) from 8 a.m. to 6 p.m. ET, to answer questions related to accessing IPP or completing the registration process. Their toll-free number is 1-866-973-3131 or they can be reached at [IPPCustomerSupport@fms.treas.gov](mailto:IPPCustomerSupport@fms.treas.gov). If you have any additional questions or concerns, please contact the Controller Operations Division Help Desk at 1-877-243-3072 or [cod.help@usda.gov](mailto:cod.help@usda.gov).

### **452.211-72 Statement of Work/Specifications. (FEB 1988)**

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications referenced in Section J.

(End of Clause)

### **452.211-73 Attachments to Statements of Work/Specifications. (FEB 1988)**

The attachments to the Statement of Work/Specifications listed in Section J are hereby made part of this solicitation and any resultant contract.

## **BIOBASED PRODUCTS**

The contractor must comply with the Agriculture Act of 2014; the Food, Conservation and Energy Act of 2008 (FCEA), 7 U.S.C. 8102; the Farm Security and Rural Investment Act of 2002 (FSRIA), 7 U.S.C. 8102; the Federal Acquisition Regulation; Executive

Order (EO) 13514, “Federal Leadership in Environmental, Energy and Economic Performance”, dated October 2, 2009; EO 13423, “Strengthening Federal Environmental, Energy and Transportation Management”, dated January 24, 2007; and Presidential Memorandum, “Driving Innovation and Creating Jobs in Rural America through Biobased and Sustainable Product Procurement,” dated February, 2012 to provide biobased products.

All supplies and materials shall be of a type and quantity that conform to applicable Federal specifications and standards, and to the extent feasible and reasonable; include the exclusive use of biobased and recycled products.

**The following is a list of categories for biopreferred products that are required for performance of this construction contract:**

Equipment Lubricants, Hydraulic Fluids, Fuel Additives, Engine Oils, Office Products (Ink, paper, cleaning products)

For more information regarding the Department of Agriculture Biobased Program go to: <http://www.biopreferred.gov>

#### **PACKAGING AND MARKING**

For this solicitation there are NO clauses in this section.

#### **INSPECTION AND ACCEPTANCE**

**52.246-1 Contractor Inspection Requirements. (APR 1984)**

**52.246-12 Inspection of Construction. (APR 1996)**

#### **DELIVERIES OR PERFORMANCE**

**52.211-10 Commencement, Prosecution, and Completion of Work 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 all work ready for use not later than **October 1, 2016**. The time stated for completion shall include final cleanup of the premises.

**52.242-14 Suspension of Work. (APR 1984)**

#### **CONTRACT ADMINISTRATION DATA**

**452.215-73 Postaward Conference. (NOV 1996)**

A post award conference with the successful offeror is required. It will be scheduled after the date of contract award and before issuance of the Notice to Proceed. The conference will be held at: a location TBD by the COR...

(End of Clause)

**GOVERNMENT-FURNISHED PROPERTY**

None

**MEASUREMENT AND PAYMENT**

The method of measurement is designated in the SCHEDULE OF ITEMS. The accepted quantity will be paid for at the contract unit price for the Pay Item shown in the SCHEDULE OF ITEMS. Payment will be for all labor, equipment, transportation, supervision, operating supplies, materials, and incidentals necessary to complete the work as specified.

**SPECIAL CONTRACT REQUIREMENTS**

**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.

## **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) In bear country there has been a special order on food storage and camping issued. Refer to section H-3 below 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.

### **452.236-72 Use of Premises. (NOV 1996)**

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

## **FOOD STORAGE ORDER**

- (a) Within bear country there has been a special order on food storage and camping issued. The entire Gallatin National Forest falls within the Food Storage Order. It states that all food, beverages, and scented or flavored toiletries must be stored unavailable to bears at night and when unattended during the day. Attractants include canned food, pop, beer, garbage, grease,

processed livestock or pet food, toothpaste, and Chap Stick. They must be hung at least 10-feet off the ground and 4-feet from any vertical support, or stored inside a bear resistant container or vehicle. Cars, pick-up cabs, enclosed horse trailers, hard sided campers or camper shells are all considered bear resistant. Food should be stored out of sight in vehicles. Coolers, pop-up campers, backpacks, and tents are not considered bear resistant.

**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.

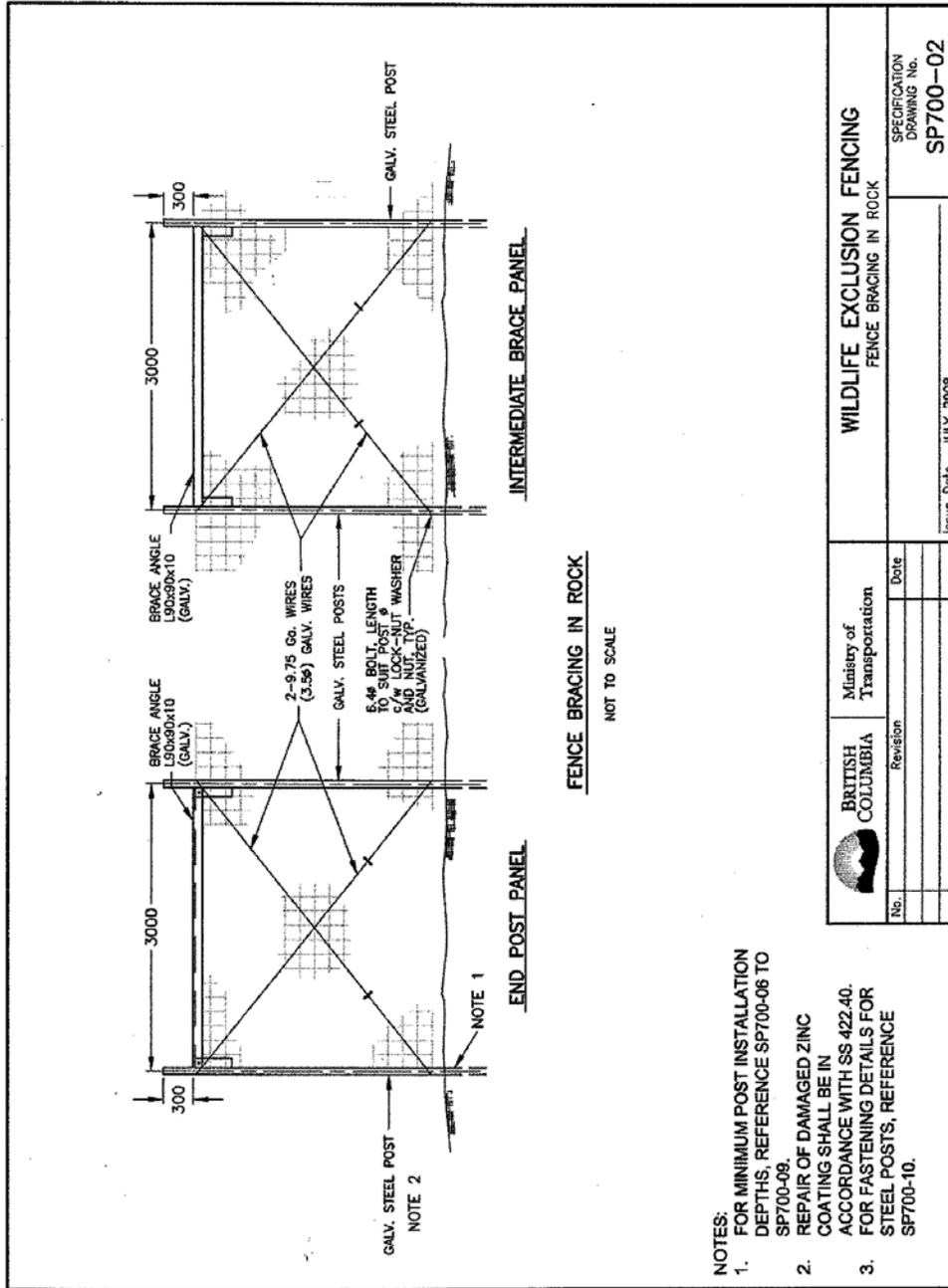
(b) Contractor's Responsibility for Notification in Case of Fire. The Contractor shall immediately notify the Government of any fires sighted on or in the vicinity of the work site.

(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.

(End of clause)

SECTION 700

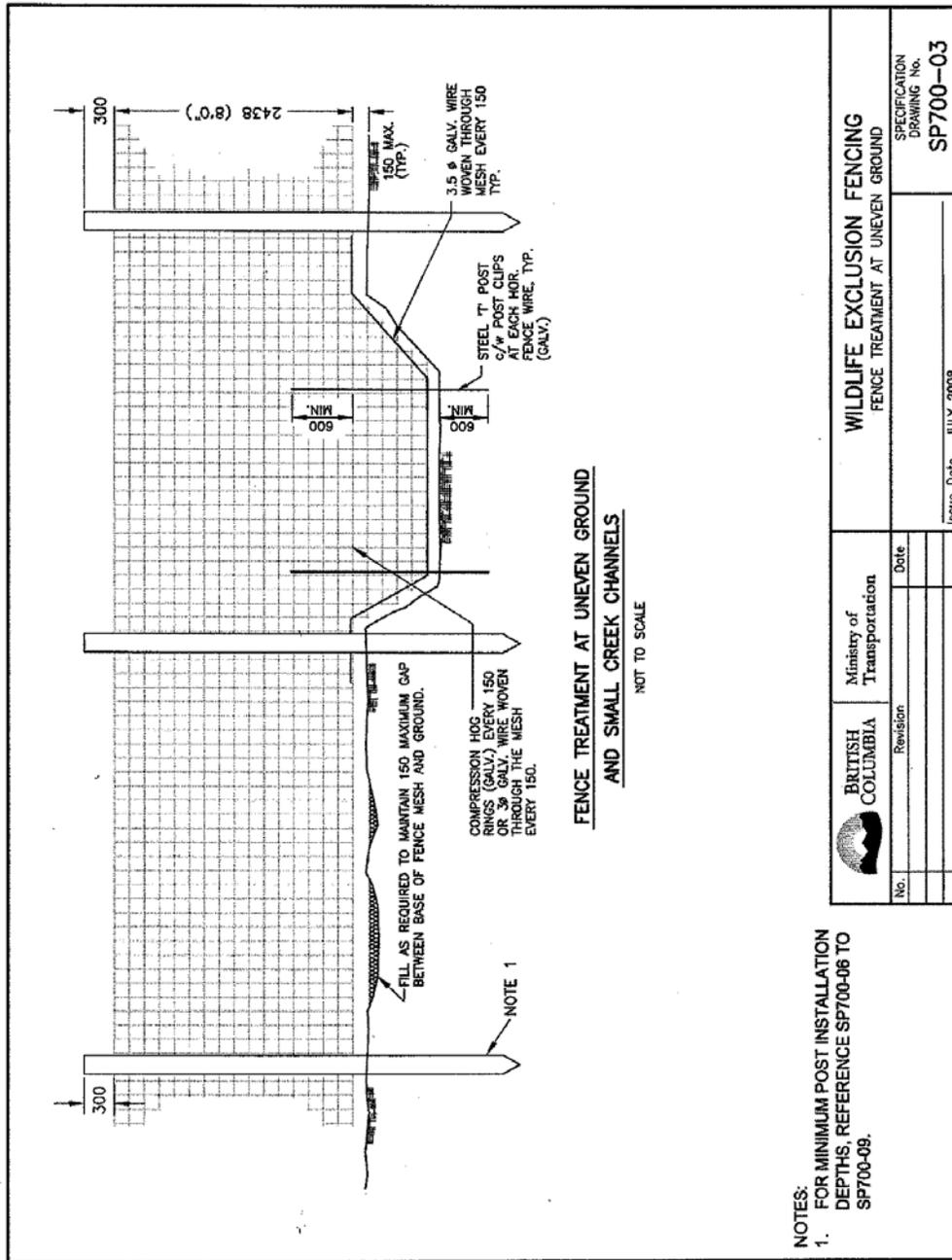
WILDLIFE EXCLUSION FENCING



 BRITISH COLUMBIA Ministry of Transportation		WILDLIFE EXCLUSION FENCING FENCE BRACING IN ROCK	
		SPECIFICATION DRAWING No. SP700-02	
No.	Revision	Date	Issue Date
			JULY 2008

SECTION 700

WILDLIFE EXCLUSION FENCING



		Ministry of Transportation	Revision	Date	SPECIFICATION DRAWING No. <b>SP700-03</b>

## 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): <https://acquisition.gov/far/http://www.dm.usda.gov/procurement/policy/agar.html>

### **52.204-7 System for Award Management. (JUL 2013)**

### **52.211-18 Variation in Estimated Quantity. (APR 1984)**

### **52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011)**

### **52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (AUG 2013)**

### **52.211-18 Variation in Estimated Quantity. (APR 1984)**

### **52.219-6 Notice of Total Small Business Set-Aside. (NOV 2011)**

### **52.219-28 Post-Award Small Business Program Re-representation. (JUL 2013)**

(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 re-representation and submit it to the contracting office, along with the contract number and the date on which the re-representation was completed:

**The Contractor represents** that it \_\_\_ is, \_\_\_ is not a small business concern under NAICS Code 238990 assigned to contract number AG-0398-C-16-00.

\_\_\_\_\_  
*Contractor signature and date*

\_\_\_\_\_  
*Authorized signer's name and title*

(End of clause)

### **52.222-3 Convict Labor. (JUN 2003)**

### **52.222-6 Construction Wage Rate Requirements. (MAY 2014)**

### **52.222-7 Withholding of Funds. (MAY 2014)**

### **52.222-8 Payrolls and Basic Records. (MAY 2014)**

### **52.222-9 Apprentices and Trainees. (JUL 2005)**

### **52.222-10 Compliance with Copeland Act Requirements. (FEB 1988)**

### **52.222-11 Subcontracts (Labor Standards). (MAY 2014)**

### **52.222-12 Contract Termination - Debarment. (MAY 2014)**

### **52.222-13 Compliance With Construction Wage Rate Requirements & Related Regs. (MAY 2014)**

### **52.222-14 Disputes Concerning Labor Standards. (FEB 1988)**

- 52.222-15 Certification of Eligibility. (MAY 2014)**
- 52.222-21 Prohibition of Segregated Facilities. (FEB 1999)**
- 52.222-26 Equal Opportunity. (MAR 2007)**
- 52.222-27 Affirmative Action Compliance Requirements for Construction. (FEB 1999)**
- 52.222-36 Equal Opportunity for Workers with Disabilities. (JUL 2014)**
- 52.223-2 Affirmative Procurement of Biobased Products under Service and Construction Contracts. (SEP 2013)**
- 52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011)**
- 52.223-6 Drug-Free Workplace. (MAY 2001)**
- 52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)**
- 52.232-5 Payments under Fixed-Price Construction Contracts. (MAY 2014)**
- 52.232-23 Assignment of Claims. (MAY 2014)**
- 52.232-27 Prompt payment for construction contracts. (MAY 2014)**
- 52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)**
- 52.233-1 Disputes. (MAY 2014)**
- 52.233-3 Protest after Award. (AUG 1996)**
- 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)**
- 52.236-2 Differing Site Conditions. (APR 1984)**
- 52.236-5 Material and Workmanship. (APR 1984)**
- 52.236-6 Superintendence by the Contractor. (APR 1984)**
- 52.236-7 Permits and Responsibilities. (NOV 1991)**
- 52.236-8 Other Contracts. (APR 1984)**
- 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (APR 1984)**
- 52.236-10 Operations and Storage Areas. (APR 1984)**
- 52.236-11 Use and Possession Prior to Completion. (APR 1984)**
- 52.236-12 Cleaning Up. (APR 1984)**
- 52.236-13 Accident Prevention. (NOV 1991)**

**52.236-17 Layout of Work. (APR 1984)**

**52.236-21 Specifications and Drawings for Construction. (FEB 1997)**

**52.236-26 Preconstruction Conference. (FEB 1995)**

**52.243-5 Changes and Changed Conditions. (APR 1984)**

**52.244-6 Subcontracts for Commercial Items. (OCT 2014)**

**52.245-1 Government Property. (APR 2012)**

**52.246-21 Warranty of Construction. (MAR 1994)**

**52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form). (APR 1984)**

**52.249-10 Default (Fixed-Price Construction). (APR 1984)**

**52.253-1 Computer Generated Forms. (JAN 1991)**

**452.232-70 Reimbursement for Bond Premiums - Fixed-Price Construction Contracts. (NOV 1996)**

**452.236-71 Prohibition against the Use of Lead-Based Paint. (NOV 1996)**

**452.236-72 Use of Premises. (NOV 1996)**

**452.236-73 Archaeological or Historic Sites. (FEB 1988)**

**452.236-74 Control of Erosion, Sedimentation, and Pollution. (NOV 1996)**

**52.222-99 Establishing a Minimum Wage for Contractors (DEVIATION) (OCT 2014)**

This clause implements Executive Order 13658, *Establishing a Minimum Wage for Contractors*, dated February 12, 2014, and OMB Policy Memorandum M-14-09, *Implementation of the President's Executive Order Establishing a Minimum Wage for Contractors*, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 states and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.

(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual

determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

(e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

(End of clause)

**52.225-9 Buy American - Construction Materials. (MAY 2014)**

(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 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

*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 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute 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 statute 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 statute 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 statute.* (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 statute 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 statute applies, use of foreign construction material is noncompliant with the Buy American statute 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:

<b>Foreign and Domestic Construction Materials Price Comparison</b>			
<b>Construction material description measure</b>	<b>Unit of</b>	<b>Quantity (dollars)*</b>	<b>Price</b>
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

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

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

*Include other applicable supporting information.*

(End of clause)

**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.

(End of clause)

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

(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 is –

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

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

(End of Clause)

**LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

J-1	Davis Bacon Wage No. MT160076 07/08/2016	6 Pages
J-2	Elevation Table	1 Page
J-3	Maps	3 Pages
J-4	Experience Questionnaire	2 Pages

**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS**

**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): <http://farsite.hill.af.mil/>.

**52.223-1 Biobased Product Certification. (MAY 2012)**

**52.204-8 Annual Representations and Certifications. (NOV 2014)**

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

(2) The small business size standard is \$ 15 million.

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

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

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

(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 Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American-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 \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 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 solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

(Contracting Officer check as appropriate.)

- (i) 52.204-17, Ownership or Control of Offeror.
- (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 Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.
- (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards 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 Web site 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 No.[]  
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.

(End of provision)

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

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

Contract line item(s): All

- NAICS Code 238990 Other Specialty Trade Contractors
- Size Standard \$15 Million

(End of provision)

**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

Return the following documents with your quote:

1. **Signed SF-1442 with any SF-30 Amendment acknowledgements**
2. **Schedule B Pricing**

3. **Pages 15 and 22 Certifications and Representation sheets (initialed and signed)**
4. **Experience Questionnaire and/or any other experience documents you have maintained**

**52.216-1 Type of Contract. (APR 1984)**

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

(End of provision)

**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

3.3%

Goals for Female Participation for Each Trade

6.9%, Nationwide

These goals are applicable to all of 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 Montana, Gallatin County, Bozeman, MT.

(End of provision)

**52.225-10 Notice of Buy American Requirement - Construction Materials. (MAY 2014)**

(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-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 statute 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 statute 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 statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

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

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

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

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

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

(ii) May be accepted if revised during negotiations.

**452.204-70 Inquiries. (FEB 1988)**

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

(End of provision)

**452.209 – 70 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction. (Alternate 1) (FEB 2012)**

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

(b) **The Offeror represents that –**

(1) The Offeror is  , **is not**  (**check one**) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.) If the Offeror checked “is” above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked “is not” above, Offeror may leave the remainder of the representation blank.

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

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

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

(End of provision)

**EVALUATION FACTORS FOR AWARD**

**Award Determination**

Award will be made to the Respondent whose quote represent the best value to the government. Factors to be considered in determining the best value include such matters as price, experience and past performance. The Experience Questionnaire will be used for the evaluation of contractor experience and past performance.

**Evaluation Factors**

Price is of equal importance compared to experience and past performance; however, the importance of price may become greater as the difference between experience and past performance decrease. Where experience and past performance are determined to be substantially equal, price may control the award. The **experience questionnaire or equal documentation** will be used for evaluation purposes.

J-1 Attachment

General Decision Number: MT160076 07/08/2016 MT76

Superseded General Decision Number: MT20150076

State: Montana

Construction Type: Heavy

Counties: Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis And Clark, Madison, Meagher, Powell, Silver Bow and Yellowstone National Park Counties in Montana.

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/08/2016
1	04/01/2016
2	05/13/2016
3	07/08/2016

BRMT0001-004 06/01/2014

BEAVERHEAD, DEER LODGE, GRANITE, JEFFERSON, MADISON, POWELL, AND SILVER BOW COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 26.21	12.64

BRMT0005-002 06/01/2014

GALLATIN COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 26.21	12.64

BRMT0006-005 06/01/2014

BROADWATER, LEWIS AND CLARK, MEAGHER, AND YELLOWSTONE NATIONAL  
 PARK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 26.21	12.64

\* ELEC0044-003 06/01/2016

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman.....	\$ 43.43	15.15

\* ELEC0233-018 06/01/2016

BEAVERHEAD, DEER LODGE, GRANITE, JEFFERSON, MADISON, POWELL,  
 AND SILVER BOW COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 29.19	2.5%+12.68

\* ELEC0233-020 06/01/2016

BROADWATER, LEWIS AND CLARK, AND MEAGHER COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 30.50	2.5%+11.37

ELEC0322-003 06/01/2012

YELLOWSTONE NATIONAL PARK

	Rates	Fringes
ELECTRICIAN.....	\$ 27.53	10.96

ENGI0400-009 05/01/2013

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
(Zone 1)		
(1) A-frame truck Crane, oiler (except crane).....	\$ 23.47	10.40
(2) Crane Oiler,Bulldozer, Roller (Dirt and Grade Compaction).....	\$ 23.94	10.40
(3) Mechanic, Scraper.....	\$ 24.34	10.40
(4) Cranes, 25 tons - 44		

tons.....\$ 27.00	11.40
(5) Cranes, 45 tons to and incl. 74 tons.....\$ 28.00	11.40
(6) Cranes, 75 tons to and incl. 149 tons; Cranes, Whirley (All).....\$ 29.00	11.40
(7) Cranes, 150 tons to including 250 tons (add \$1.00	

for every 100 tons over  
250 tons); Crane, Stiff-  
Leg or

Derrick; Helicopter Hoist; Crane, Tower (all)...\$ 30.00	11.40
---	-------

ZONE DEFINITIONS FOR POWER EQUIPMENT OPERATORS:

The zone hourly rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the nearest County Court House of the following listed towns to the center of the job:

BILLINGS, BOZEMAN, BUTTE, GREAT FALLS, HELENA, KALISPELL,  
 MISSOULA

- Zone 1: 0 to 30 miles - Base Pay
- Zone 2: 30 to 60 miles - Base Pay + \$3.50
- Zone 3: Over 60 miles - Base Pay + \$5.50

-----  
 IRON0732-018 06/01/2015

	Rates	Fringes
IRONWORKER: Reinforcing and Structural.....\$ 27.00		19.78

-----  
 LABO1686-011 05/01/2012

	Rates	Fringes
LABORER		
(2) Mason Tender.....\$ 20.10		9.05
(3) Pipelayer.....\$ 20.24		9.05

ZONE DEFINITIONS FOR LABORERS

The zone hourly rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the County Courthouse of the following listed town to the center of the job:

Billings, Bozeman, Butte, Helena, Great Falls, Missoula,  
 Kalispell

TRAVEL ZONES:

ZONE 1: 0 to 30 miles, Base Pay  
 ZONE 2: 30-60, add \$3.05 to Base Pay  
 ZONE 3: Over 60 miles, add \$4.85 to Base Pay

-----  
 SUMT2011-051 02/08/2011

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 24.30	7.80
CARPENTER, Excludes Form Work....	\$ 21.13	7.00
LABORER: Common or General.....	\$ 18.11	5.90
LABORER: Landscape and Irrigation.....	\$ 15.14	1.30
OPERATOR: Backhoe.....	\$ 24.16	8.05
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 21.99	8.55
OPERATOR: Excavator.....	\$ 23.12	7.81
OPERATOR: Grader/Blade.....	\$ 24.69	8.40
OPERATOR: Loader (Front End)....	\$ 24.20	7.84
TRUCK DRIVER: Dump Truck.....	\$ 18.84	5.92

-----  
 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 a union rate (current union negotiated rate for local),  
 a survey rate (weighted average rate) or a union average rate  
 (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is

based.

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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