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B - SUPPLIES OR SERVICES AND PRICES/COSTS SCHEDULE OF ITEMS

Road 5617 Road Surfacing
 Dakota Prairie Grasslands
 Grand River Ranger District
 Perkins County, South Dakota

B-1 SCHEDULE OF ITEMS

Pay Item	Description	Method of Measurement	Pay Unit	Estimated Quantity	Unit Price	Total Price
151	Mobilization	LSQ	LS	1	\$	\$
157	Soil Erosion Control	AQ	LF	300	\$	\$
251	Riprap	CQ	CY	60	\$	\$
301	Aggregate	CQ	CY	600	\$	\$
303	Road Reconditioning	CQ	Mile	0.5	\$	\$
Total						\$

B-2 – Note:

Quoter must quote on all items. Only quotes to the nearest cent will be accepted.

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

There is no formal site visit scheduled for this project. Interested vendors who are in need of further information can contact Russ Walsh, Civil Engineering Technician, Dakota Prairie Grasslands at 701-227-7836.

Vendor shall have a DUNS number and be registered in the System for Award Management (www.sam.gov) prior to award.

The Forest Service has transitioned to an electronic invoice system called Invoice Processing Platform (IPP). Vendors are required to set-up an account at www.ipp.gov in order to submit invoices.

Quoters refer to L1 (page 28 of 38) of this solicitation to understand what documents need to be returned with quotation.

Price Quotation furnished by:

Name: _____

Phone: _____

Address: _____

Cell: _____

FAX: _____

E-Mail: _____

DUNS # _____

C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C-1 PROJECT DESCRIPTION AND LOCATION

- (a) **Description of Work** – This contract requires furnishing labor, equipment (fully operated), supervision, transportation, operating supplies and incidentals to recondition and surface 0.5 miles of National Forest System Road 5617 on the Grand River National Grasslands. All work shall be in compliance and with the plans, drawings, and specifications, for this project.
- (b) **Project Location**. The project is located in Section 7, Township 19 North, Range 14 East, Perkins Co. on the Grand River National Grasslands ±7 miles North of Bison SD (see maps).
- (c) **Price Range**. Less than \$25,000.
- (d) **Pre-Bid Tour**. There will not be a pre bid tour of this project. Interested parties may contact Russ Walsh 701-227-7836 for other contract information.
- (e) **Pre-Bid Conference** There will be no pre bid conference, see above.
- (f) **Estimated Start Date** It is anticipated that work can begin August 30st , 2015.
- (g) **Period of Performance** Work shall be completed by July 1st 2016.
- (h) **Government-Furnished Property (GFM)** Aggregate located at the Longwood pit in the SE30,T-21-N, R-14-E. Riprap is located NE 19, T-23-N, R-13-E. See map.
- (i) **Submittals** Straw Wattles
- (j) **Permits** The contractor is responsible for all necessary permits including Call 811 or 1-800-781-7474 before you dig.

C-2 SPECIFICATIONS

- a) **Existing Facilities**. In addition to the requirements of the Use of Premises Clause, AGAR 452.236-70, all existing facilities structures damaged by the Contractor shall be replaced or repaired by the Contractor at no additional cost to the Government. This includes any facilities inside or outside the project limits, including along any access routes. Do not trim or damage vegetation except with specific Contracting Officers (CO) approval.
- b) **Pollution and Erosion Control**. During all operations under this contract, the Contractor shall exercise reasonable measures to prevent or minimize soil erosion and pollution of water and other resources. All refuse, including garbage, rubbish, and solid or liquid wastes, from the Contractor's operations, including camps, parking areas, and equipment maintenance areas shall be stored, collected, and disposed of in a sanitary and nuisance-free manner. Refuse shall be disposed of in State-approved landfills unless otherwise approved by the Contracting Officer (CO).
- c) **Storage and Stockpiling**. The Contractor shall confine storage of equipment, materials, and vehicles to within the limits delineated by the Contracting Officer. The Contractor shall be solely responsible for the loss of or damage to materials stored on Forest Service lands or elsewhere.

- d) **Worksite Cleanliness and Final Cleanup.** Maintain the project work areas in a clean and orderly condition throughout the progress of work under this contract. All refuse, including garbage, rubbish, and solid or liquid wastes from the Contractor's operations shall be stored and collected in a sanitary manner and disposed of off Government property in a legal manner. Maintain strict control of hazardous materials to prevent contamination of the site.
- e) **Equipment Specifications.** Equipment and tools shall be in good mechanical and operating condition, fully capable of performing all phases of the specified work.
- f) **Weather Conditions.** Work will be suspended if, in the opinion of the Contracting Officer, weather conditions preclude effective protection of resources, site rehabilitation, or otherwise impact project end results in a significant, negative manner.
- g) **Noxious Weed Control.** In order to prevent the potential spread of noxious weeds, the Contractor is required to furnish weed-free equipment. The Contractor's equipment shall be cleaned to remove all dirt and plant parts and material that may carry noxious weed seeds into the construction area. All subsequent move-ins shall be treated the same as the initial move-in. Prior to move-in the Contractor shall make equipment available to Forest Service inspection at an agreed location.

C-3 HAULING AND DISPOSAL OF MATERIALS

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

C-4 CLEANUP AND DISPOSAL

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

C-5 EXISTING UTILITIES

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

C-6 FIRE CONTROL (FS.236.1)

- (a) Contractor's Responsibility for Contractor-Caused Fires – The Contractor, whether or not directed by the Forest Service, shall immediately extinguish, without expense to the Government, all fires on or in the vicinity of the project which are caused by Contractor's employees, whether set directly or indirectly as a result of Contractor operations. The Contractor may be held liable for all damages and costs of additional labor, subsistence, equipment, supplies, and transportation resulting from fires set or caused by the Contractor's employees or resulting from contract operations.
- (b) Other Fires – For the purpose of fighting forest fires on or in the vicinity of the project, which are not caused by the Contractor or his employees, the Contractor when requested by the Contracting Officer shall place his employees and equipment temporarily at the disposal of the Forest Service. Payment for such services will be made by the Government at not less than the current rate for fire-fighting services established by the Forest Service in the area concerned.

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

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

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

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.

(End of Clause)

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 9FSRIA), 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>

109 – MEASUREMENT AND PAYMENT

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

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

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

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

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

- (A) Actual Quantities. (AQ) these quantities are determined from measurements of completed work.
- (B) Lump Sum Quantities. (LSQ) these quantities denote one complete unit of work as required by or described in the contract, including necessary material, equipment, and labor to complete the job.
- (C) Contract Quantities. (CQ) These quantities denote the final number or units to be paid for under the terms of the contract. They are based upon the original design data available prior to advertising the project. Original design data include the preliminary survey information, design assumptions, calculations and drawings. Changes in the number of units Designated in the Schedule of Items maybe authorized under the following:
 - 1. As a result of changes in the work approved by the CO.
 - 2. As a result of the CO determining that errors exist in the original design that cause a Pay Item quantity to change by 15 percent or more.
 - 3. As a result of the contractor submitting to the CO a written request showing evidence of errors in the original design that cause a Pay Item quantity to change by 15 percent or more. The evidence must be verifiable and consist of calculations, drawings, or other data that show how the design

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

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

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

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

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

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

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

The quantities listed in the bid schedule are approximate unless designated as a contract quantity.

Limit pay quantities to the quantities staked, ordered, or otherwise authorized before performing the work. Payment will be made for the actual quantities of work performed and accepted or material furnished according to the contract. No payment will be made for work performed in excess of that staked, ordered, or otherwise authorized.

151 – MOBILIZATION

Description

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

Payment

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

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

Make payment under:

PAY ITEM

PAY UNIT

151 MobilizationLS

Section 157. — SOIL EROSION CONTROL

Description

157.01 This work consists of furnishing, constructing, and maintaining permanent and temporary erosion and sediment control measures.

Material

157.02 Conform to the following:

Straw wattles, logs or rolls. Furnish straw wattles that are manufactured from weed free straw and wrapped in tubular photodegradable plastic netting made from 85% high density polyethylene, 14% ethyl vinyl acetate and 1% color for UV inhibition. Conform to the following:

- | | |
|------------------------------|--------------------------------|
| (1) Diameter | 9 inches min. |
| (2) Netting strand thickness | 0.030 inches |
| (3) Netting knot thickness | 0.055 inches |
| (4) Mass of netting | 0.315 to 0.385 ounces per foot |

Construction Requirements

157.03 General. Provide permanent and temporary erosion control measures to minimize erosion and sedimentation during and after construction. Place weed free straw waddles at staked locations as approved by the engineer. The straw waddles shall be the minimum size of 9” diameter x 10’ long. They shall be secured to the ground by a one inch square wood stake every two lineal foot along the waddle length. The stakes shall be intertwined with the outer mesh on the downstream side only and firmly placed in the ground. Following each day's grading operations, shape earthwork to minimize and control erosion from storm runoff.

157.14 Acceptance.

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

Commercial certification. Submit one commercial certification for similar material from the same manufacturer.

Measurement

157.15 Measure the Section 157 items listed in the bid schedule according to Subsection 109.02

Payment

157.16 The accepted quantities will be paid at the contract price per unit of measurement for the Section 157 pay items listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

Section 251. – RIPRAP

Description

251.01 This work consists of furnishings and placing riprap for bank protection, slope protection, drainage structures, and erosion control.

Use Government Furnished Riprap.

Construction Requirements

Place riprap at cmp outlets as staked by COR. Do not place riprap material by methods that cause segregation or damage to the prepared surface. Place or rearrange individual rocks by mechanical or hand methods to obtain a dense uniform blanket with a reasonably smooth surface.

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

Measurement

251.08 Measure the Section 251 pay items listed in the bid schedule according to Subsection 109.02 and the following as applicable:

When measuring riprap by the cubic yard measure in place.

Payment

251.09 The acceptance quantities will be paid at the contract price per unit of measurement for the Section 251 pay item listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See subsection 109.05.

Section 301. — UNTREATED AGGREGATE COURSES

Description

301.01 This work consists of constructing one or more courses of aggregate on a prepared surface. The Contractor shall maintain haul routes to pre hauling condition or better. The haul routes shall be inspected by the Forest Service and the Contractor prior to hauling aggregate material. The Contractor is responsible for loading, hauling, placing and compacting the aggregate required for the road including approaches and turnouts. The quantity of Aggregate Courses in the Schedule of Items is **compacted in place** on the road, approaches, and turnouts. Loose quantity hauled, placed and compacted shall include additional material necessary to overcome the compaction effort.

The Contractor shall maintain a record of number of truck loads and amounts of aggregate hauled and supply the record to the Contracting Officers Representative (COR).

Material 301.02 The Government Furnished Material (GFM) aggregate is in a stockpile located approximately 8.5 miles north of the project in SE Section 30 T21N R14E.

Construction Requirements

301.03 General. Prepare the surface on which the aggregate course is placed according to Section 303. Obtain written approval of the road bed by the COR before placing aggregate.

301.04 Mixing and Spreading. Mix the aggregate and adjust the moisture content to obtain a uniform mixture and ideal moisture content.

301.05 Compacting. Obtain compaction by operating spreading, hauling and leveling equipment over the full width of the road. All equipment shall be operated to produce uniform density throughout the entire road. The desired degree of compaction will be considered obtained when the surface is tightly bound and visual displacement ceases under the operation of compaction equipment.

301.06 Surface Tolerance Do not vary the total compacted thickness of the aggregate by more or less than ½ inch from the specified thickness or place it consistently below or above the specified depth. Do not vary the aggregate width by more than 12 inches from the specified width or place it consistently narrower or wider than the specified width. Correct all defective areas by loosening the material, adding or removing material, reshaping, and compacting.

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

Measurement Payment

301.08 Measure the Section 301 items listed in the bid schedule according to Subsection 109.02 and the following as applicable. Measure aggregate by the cubic yard compacted in place on the road. The accepted quantities will be paid at the contract price per unit of measurement. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

Section 303. — ROAD RECONDITIONING

Description

303.01 This work consists of reconditioning ditches, shoulders, and shaping, compacting roadbeds before placing aggregate surfacing.

Construction Requirements

303.03 Road and Ditch Reconditioning. Remove all slide material, sediment, vegetation, and other debris from the existing road bed, ditches, culvert inlets and outlets, shoulders including shoulders of parking areas, turnouts, and other widened areas. Reshape ditches and culvert inlets and outlets to achieve positive drainage and a uniform ditch width, depth, and grade. Reshape roadbed shoulders including shoulders of parking areas, turnouts, and other widened areas **As Shown on Drawings**. Remove surface irregularities and shape to provide a uniform surface. Obtain compaction by operating spreading, hauling and leveling equipment over the full width of the road. Soft and unstable areas shall be filled and compacted with approved material. Dispose of unsuitable material by uniformly spreading outside the roadway on the downslope not more than 4" in depth. Do not create piles, berms or windrows of debris.

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

Measurement

303.10 Measure the Section 303 items listed in the bid schedule according to Subsection 109.02 and the following as applicable.

Payment

303.11 The accepted quantities will be paid at the contract price per unit of measurement for the Section 303 pay items listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

D - PACKAGING AND MARKING

{For this solicitation there are NO Clauses. }

E - INSPECTION AND ACCEPTANCE

52.246-1 Contractor Inspection Requirements. (APR 1984)

52.246-12 Inspection of Construction. (APR 1996)

F - DELIVERIES OR PERFORMANCE

52.242-14 Suspension 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 July 30, 2016. The time stated for completion shall include final cleanup of the premises.

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 after the date of contract award. The conference will be held at a later date and time.

(End of Clause)

H - SPECIAL CONTRACT REQUIREMENTS

H-1 - SAFETY PLAN

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

H-2 - 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.

H-3 - FOOD STORAGE ORDER

- (a) Within bear country there has been a special order on food storage and camping issued. 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 chapstick. 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.

H-4 - USE OF MOTORIZED OR MECHANIZED EQUIPMENT

- (a) All basic trail excavation shall be accomplished by mechanical means with equipment that fits the specified trail widths. Specifically, the intent is to require small track-mounted excavators no wider than 60” unless otherwise approved by the COR. This contract also requires that reconditioning of the existing trailbed and Drain Dip construction will be accomplished by mechanized methods. In no case shall any of the equipment widths be greater than the specified trail tread widths shown on the drawings.
- (b) Trail vehicles for transport of materials, equipment or personnel shall be allowed, as long as the outside track width of the vehicle is less than or equal to the specified trail tread widths shown on the drawings.

H-5 - EMERGENCY RESPONSE

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)

H-6 -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.

H-7 USE OF PREMISES.

452.236-72 Use of Premises. (NOV 1996)

(a) Before any camp, quarry, borrow pit, storage, detour, or bypass site, other than shown on the drawings, is opened or operated on USDA land or lands administered by the USDA, the Contractor shall obtain written permission from the Contracting Officer. A camp is interpreted to include a campsite or trailer parking area of any employee working on the project for the Contractor.

(b) Unless excepted elsewhere in the contract, the Contractor shall (i) provide and maintain sanitation facilities for the work force at the site and (ii) dispose of solid waste in accordance with applicable Federal, State and local regulations.

(End of clause)

I - CONTRACT CLAUSES

- 52.204-7 System for Award Management. (JUL 2013)
- 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 Rerepresentation. (JUL 2013)
- 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 and Related Regulations. (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)
- 52.228-2 Additional Bond Security. (OCT 1997)
- 52.228-11 Pledges of Assets. (JAN 2012)
- 52.228-12 Prospective Subcontractor Requests for Bonds. (MAY 2014)
- 52.228-14 Irrevocable Letter of Credit. (NOV 2014)
- 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)
- 52.236-16 Quantity Surveys. (APR 1984)
- 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)

- 52.225-9 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:

(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:

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

Domestic construction material _____
Item 2:
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)

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

(End of clause)

AGAR 452.209-71 Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (FEB 2012) Alternate 1

- (a) This award is subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it -
- (1) does not have tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and
 - (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a federal criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.
- (b) If the awardee fails to comply with these provisions, the Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 433 or 434.

(End of clause)

J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J1: Davis-Bacon Wage Determination, General Decision No. SD-150009, 01/02/2015, SD9

J2: Experience Questionnaire

J3: Project Drawing and Vicinity Maps (separate attachment)

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

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 237310.

(2) The small business size standard is \$ 36.5 million.

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

(b)(1) If the 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)

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

- (a) Awards made under this solicitation are subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.
- (b) The Offeror represents that –
 - (1) The Offeror is [], is not [] (*check one*) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

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

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

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

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

Contractor's Signature

Date

Contractor's Name and Title

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 237310 Highway, Street, and Bridge Construction
- Size Standard \$36.5 Million

(End of provision)

L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L1. QUOTE SUBMITTAL

Contractors wishing to submit a quote must include the following:

- Request for Quotation (SF-18); complete and signed.
- Section B – Schedule of Items (page 2-3 of 38)
- Annual Representations and Certifications in Section K (pages 24-28 of 38)
- Experience Questionnaire (J2)
- Acknowledge Amendments per the instructions in Block 11 of the SF-30 (if applicable)

Quotations can be electronically mailed to: dbangart@fs.fed.us

OR

Mailed to: Physical: 10 E Babcock, Floor 3, Bozeman, MT 59715
Mailing: P.O. Box 130, Bozeman, MT 59771

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

7.9%

Goals for Female Participation for Each Trade

6.9%, Nationwide

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

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

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

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Perkins County, South Dakota.

(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.

(End of provision)

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)

M - 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.

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.

J1: Wage Determination

General Decision Number: SD150009 01/02/2015 SD9

Superseded General Decision Number: SD20140009

State: South Dakota

Construction Types: Heavy and Highway

Counties: South Dakota Statewide.

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is 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 \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. 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.

Modification Number	Publication Date
0	01/02/2015

* SUSD2013-001 08/16/2013

	Rates	Fringes
Carpenter/Form Builder.....	\$ 21.82	
CONCRETE FINISHER.....	\$ 20.81	
ELECTRICIAN.....	\$ 21.84	
LABORER		
Group 1.....	\$ 15.08	
Group 2.....	\$ 16.78	
Group 3.....	\$ 18.42	
Group 4.....	\$ 20.81	

LABORER CLASSIFICATIONS:

GROUP 1: Air Tool Operator; Common Laborer; Landscape Worker, Flagger, Pilot Car Driver; Trucks under 26,000 GVW; Blue-top Checker, Materials Checker.

GROUP 2: Mechanic Tender; Pipe Layer (except culvert); Form Builder Tender; Special Surface Finish Applicator; Striping.

GROUP 3: Asphalt Plant Tender; Pile Driver Leadsman; Form Setter, Oiler/Greaser.

GROUP 4: Grade Checker

PAINTER.....\$ 20.81

POWER EQUIPMENT OPERATOR:

Group 1.....\$ 16.15
Group 2.....\$ 17.62
Group 3.....\$ 19.33
Group 4.....\$ 19.73
Group 5.....\$ 21.80

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Concrete Paving Cure Machine; Concrete Paving Joint Sealer; Conveyor; Tractor (farm type with attachments); Self-Propelled Broom; Concrete Routing Machine; Paver Feeder; Pugmill; Skid Steer.

GROUP 2: Bull Dozer 80 HP or less; Front End Loader 1.25 CY or less; Self-Propelled Roller (except Hot Mix); Sheepsfoot/50 Ton Pneumatic Roller; Pneumatic Tire Tractor or Crawler (includes Water Wagon and Power Spray Units); Wagon Drill; Air Trac; Truck Type Auger; Concrete Paving Saw.

GROUP 3: Asphalt Distributor; Bull Dozer over 80 HP; Concrete Paving Finishing Machine; Backhoes/Excavators 20 tons or less; Crusher (may include internal screening plant); Front End Loader over 1.25 CY; Rough Motor Grader; Self-Propelled Hot Mix Roller; Push Tractor; Euclid or Dumpster; Material Spreader; Rumble Strip Machine.

GROUP 4:Asphalt Paving Machine Screed; Asphalt Paving Machine; Cranes/Derricks/Draglines/Pile Drivers/Shovels 30 to 50 tons; Backhoes/Excavators 21 to 40 tons; Maintenance Mechanic; Scrapers; Concrete Pump Truck.

GROUP 5:Asphalt Plant; Concrete Batch Plant; Backhoes/Excavators over 40 tons; Cranes/Derricks/Draglines/Pile Drivers/Shovels over 50 tons; Heavy Duty Mechanic; Finish Motor Grader; Automatic Fine Grader; Milling Machine; Bridge Welder.

TRUCK DRIVER

Group 1.....\$ 15.88
Group 2.....\$ 18.29

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Tandem Truck without trailer or pup; Single Axle Truck over 26,000 GVW with trailer.

GROUP 2: Semi-Tractor and Trailer; Tandem Truck with Pup.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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.

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

J2: Experience Questionnaire

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

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

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

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

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

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

EXPERIENCE QUESTIONNAIRE CONTINUED

9. Employees and equipment that will be available for this project:

a. (1) Minimum number of employees: _____ and (2) Maximum number of employees: _____

b. Are employees regularly on your payroll: [] Yes [] No

c. Specify equipment available for this contract: _____

d. Estimate rate of progress below (such as 2.0 acres/man/day):

(1) Minimum progress rate: _____ and (2) Maximum progress rate: _____

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

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

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

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

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