



IDAWY ACQUISITION SERVICE CENTER INSTRUCTIONAL COVER SHEET

ISSUING OFFICE:

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
IDAWY ACQUISITION SERVICE CENTER
1405 HOLLIPARK DR.
IDAHO FALLS, ID 83401
FAX (208) 557-5829

SOLICITATION NO.: **AG-02NV-S-12-0082**

QUOTES ARE SOLICITED FOR: **KANE LAKE ROAD RELOCATION**

SET-ASIDE: **TOTAL SMALL BUSINESS**

IMPORTANT – NOTICE TO QUOTER:

AT A MINIMUM, QUOTER SHALL SUBMIT THE FOLLOWING DOCUMENTS AS THEIR RESPONSE TO THIS SOLICITATION:

- 1.SF-18 Request For Quotation (Complete, date, and sign)
- 2.Section B – Schedule of Items (Page 2). (Complete Unit Price and Amount)
- 3.Section K – Representations and Certifications (Pages 39-44). (**Complete the Representations and Certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>**)
- 4.Section J – Experience Questionnaire (Pages 37-38)
- 5.Section M – Technical Proposal
6. Acknowledgement of Amendment (If Any)

IT IS REQUIRED THAT YOU WRITE THE SOLICITATION NUMBER ON THE OUTSIDE OF YOUR ENVELOPE.

Return to: IDAWY Acquisition Service Center
1405 Hollipark Drive
Idaho Falls, ID 83401

IT IS REQUIRED THAT ALL CONTRACTOR'S BE REGISTERED IN THE CENTRAL CONTRACTOR REGISTRATION DATABASE PRIOR TO AWARD UNDER THIS SOLICITATION. SEE CLAUSE I-2 – FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION FOR DETAILS ON HOW TO APPLY.

REQUEST FOR QUOTATION <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET- ASIDE		PAGE OF PAGES 1 49	
1. REQUEST NO. AG-02NV-S-12-0082	2. DATE ISSUED 7/26/2012	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT.DEF. UNDER BDSA REG. 2 <input type="checkbox"/> AND/OR DMS REG. 1	RATING	
5a. ISSUED BY IDAWY Service Center, 1405 Hollipark Dr., Idaho Falls, Id 83401			6. DELIVER BY (Date) See Contract Time		
5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY <input checked="" type="checkbox"/>	FOB DESTINATION OTHER (See Schedule)	
NAME KELLIE SHAW		TELEPHONE NUMBER AREA CODE 208 NUMBER 557-5766		9. DESTINATION a. NAME OF CONSIGNEE	
8. TO:			Section C - Location & Description		
a. NAME		b. COMPANY		b. STREET ADDRESS	
c. STREET ADDRESS			c. CITY		
d. CITY		e. STATE	f. ZIP CODE	d. STATE	e. ZIP CODE
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS August 27, 2012 no later than 3:00 p.m. MST		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)
	Kane Lake Road Relocation Project , Lost River Ranger District, Salmon-Challis National Forest, Custer County, Idaho. Price Range - Under \$25,000 This requirement is being procured as a fixed-price Simplified Acquisition. Quotes received after the exact time specified for receipt of quotes will not be considered. FACSMILE (FAX) WILL NOT BE ACCEPTED.				
PLEASE PLACE YOUR QUOTE IN SECTION B- SCHEDULE OF ITEMS					
12. DISCOUNT FOR PROMPT PAYMENT <input type="checkbox"/>	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS	c. 30 CALENDAR DAYS	d. CALENDAR DAYS NUMBER PERCENTAGE	

NOTE: Additional provisions and representations 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				
DUNS # _____ TIN # _____			16. SIGNER	
b. STREET ADDRESS				
c. COUNTY			a. NAME (Type or print)	b. TELEPHONE
d. CITY			AREA CODE	
e. STATE	f. ZIP CODE	c. TITLE (Type or Print)		NUMBER

PART I--THE SCHEDULE

SECTION B--SUPPLIES OR SERVICES AND PRICES

KANE LAKE ROAD RELOCATION PROJECT

Lost River Ranger District
Salmon-Challis National Forest
Custer County, Idaho

This solicitation and any resulting contract is a firm-fixed price type of contract, which under the definition in FAR 16.202-1, “this type of contract provides for a price that is not subject to any adjustment on the basis of the contractor’s cost experience in performing the contract. This contract type places upon the contractor maximum risk and full responsibility for all costs and resulting profit or loss.”

Prices on the Schedule shall reflect Contractor’s full cost for materials, labor, supervision, overhead costs, and incidental items.

B- 1 - Schedule of Items

Item No.	Description	Method of Measure*	Pay Unit	Qty.	Unit Price	Total
15101	Mobilization	LSQ	LS	1	\$	\$
20102	Clearing and grubbing	LSQ	LS	1	\$	\$
20402	Roadway excavation, compaction method D, finishing method A	AQ	Mile	.11	\$	\$
62201A	Equipment Rental, Hydraulic excavator w/ thumb, 244HP or equivalent	AQ	Hour	8	\$	\$
622018	Equipment Rental, Dozer, 150HP w/ Ripper or equivalent	AQ	Hour	16	\$	\$
62530	Seeding and Mulching, Dry Method	LSQ	LS	1	\$	\$
65004	Install road closure barrier, type Boulder, size 2' minimum	AQ	EA	12	\$	\$
TOTAL QUOTE						\$

* Designated Method of Measurement:
DQ - Designed Quantities, AQ - Actual Quantities,
LSQ - Lump Sum Quantities, SQ - Staked Quantities

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

B- 3 - Note: Payment will be made on actual work performed as described in FP-03 109.01 unless otherwise noted.

SECTION C--DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**C- 1 - Project Description and Location**(a) Description of Work.

This project will relocate 600 feet of Kane Lake Road. Work includes grubbing and clearing and excavation of new road, as well as blocking off access to unauthorized user created routes. If fill material is needed, borrow sources are located on site and can be used after CO approval.

The Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies and shall perform all work required to complete the project as shown on the plans, shown on the manufacturer's shop drawings, and as described in the Standard Specifications (FP-03) and Forest Service Supplemental Specifications (FSSS).

(b) Project Location.

From the Lost River Ranger Station in Mackay, ID travel approximately 15.6 miles north on Hwy 93 to the Trail Creek road junction. Turn left on Trail Creek Road No. 208 and travel approx. 19.1 miles to Kane Lake Road No. 40134. Turn left and travel approximately 3.7 miles to the job site.

(c) Site Visit. (See Section L, FAR Clause 52.236-27)(d) Start Work.

It is estimated that work will start September 15, 2012.

(e) Period of Performance. (See Section F, FAR Clause 52.211-10.)**C- 2 - Government-Furnished Property**

The Government will provide the following items of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with the provisions of the "Government Property" FAR clause contained elsewhere in the contract. The following items will be government furnished:

Road closure barrier, type boulder, as specified in Item No. 65004 will be located by the Contracting Officer's Representative on Forest Service property, near their designated application.

C- 3 – Inspection of Worksite

The Contractor acknowledges they have taken the necessary steps to ascertain the nature and location of work, and have investigated and satisfied themselves as to the general and local conditions that can affect the work or its cost. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from the responsibility of estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expenses to the government.

C- 4 – Recycling and Disposal of Refuse

With the exception of materials specifically indicated or specified to be salvaged for reuse in construction, or turned over to the Government, all refuse, excess or waste materials resulting from construction operations shall become the property of the Contractor and shall be recycled and/or disposed of. All disposals shall be in accordance with federal, state, and local laws and regulations. No disposal, viewing or sale of materials and/or equipment shall be allowed on Government property.

C- 5 – Safety

During the execution of this contract, the Contractor shall conform to the rules and regulations as set forth by OSHA Safety and Health Standards, 29 CFR Part 1926 - Safety and Health Regulations for Construction. Smoking will not be permitted in any building or structure.

C-6 – Temporary Facilities

(a) STAGING AREA: The Contracting Officer Representative shall arrange the location for exterior stockpiling of materials. The Government will provide adequate staging area as close to the job site as practicable. The Contractor shall be responsible for protecting materials stockpiled against adverse weather, damage, theft, and other risks of loss. The Government assumes no responsibility for material or equipment left in the storage area.

(b) SANITARY FACILITIES: Toilet facilities will not be provided by the Government at job sites. The Contractor shall provide temporary toilet facilities (porta-potty) at the site during all construction work. Toilet facilities shall be provided at a rate of one stool for every 10 workers assigned or working on site with a minimum of one required.

C- 7 - Submittals

(a) Definition: Submittals - Product literature, catalog cuts, product samples, shop drawings, as-built drawings, Quality Control Plans, and other documents submitted to the Contracting Officer for information or for review and approval when required.

(b) Submittals shall be presented in two copies unless indicated otherwise. The Contracting Officer will return one copy of the submittal to the Contractor, whether approved or rejected.

(c) Salient characteristics of the materials proposed for use shall be clearly identified in the submittal. The Project Site Superintendent shall certify that he has reviewed the submittal and has determined that the submittal is in full compliance with the requirements of the Contract. Illegible, incomplete, or uncertified submittals may be rejected.

(d) Submittals shall be approved by the Contracting Officer prior to any work being performed on the contract or materials being delivered to the job site.

(e) Review of submittals, and corrections or comments made during the review, does not relieve the Contractor from compliance with the requirements of this Contract.

(f) Allow 14 calendar days for government review of submittals. Review time shall commence upon receipt of a satisfactory submittal certified by the Project/Site Superintendent containing all information

required to completely and thoroughly evaluate the submittal. Time shall start anew for each submittal and any required resubmissions.

C- 8 – Contractor Requirements

- A. All equipment used on the site shall be cleaned and inspected off National Forest land prior to its arrival on the site. The equipment must be 1) free of all mud, seeds, plants, and plant fragments; and 2) free of oil, fuel, or toxic leaks that would wash off into the water. Notify the CO 72 hours in advance of mobilizing equipment to the site to arrange an inspection. Construction equipment does not include cars, pickup trucks, and other vehicles that regularly travel between the construction site and areas outside of National Forest System lands.
- B. Submit for approval, a written Hazardous Spill Plan for all projects which involve fuel storage and refueling actions. The plan will contain a description of the specific hazardous materials, procedures, and spill containment that will be used, including inventory, storage, and handling. All vehicles carrying fuel will have specific equipment and materials needed to contain or clean up any incidental spills at the project site. Equipment and materials will be specific to each project site, and can include spill kits appropriately sized for specific quantities of fuel, shovels, absorbent pads, straw bales, containment structures and liners, and/or booms. Storing and refueling areas will be located in staging areas away from streams in areas where a spill would not have the potential to reach live water. Containment structures may be necessary if prevention of spilled material from reaching live water cannot be assured.
- C. Should quantities of stored fuel for a project exceed 660 gallons in a single tank; or exceed 1320 gallons for all storage combined; contractors and agency operators will be required to have a standard EPA written Spill Prevention Control and Containment (SPCC) Plan onsite, which describes measures to prevent or reduce impacts from potential spills from fuel, hydraulic fluid, etc. (40 CFR 112, Oil Pollution Act relating to SPCC Plans).
- D. Submit a Traffic Control Plan for approval meeting requirements of FSSS 156.
- E. Construction work shall be put on hold during any intense seasonal storms, to reduce surface runoff and sediment input to streams.

C- 9 – Technical Requirements

Specific construction drawings and Forest Service Supplemental Specifications are included in Section J. All items shown or noted on plans, which are not specifically proposal items, are considered indirect payment items, per FP-03, Section 109.05(b). The cost of furnishing and installing all indirect payment items will not be paid for separately, but shall be included in the unit price proposed for other items unless noted otherwise.

C-10 – Standard Specifications For Construction Of Roads And Bridges on Federal Highway Projects

The Standard Specifications for this project are contained within the “Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects” FP-03 U.S. Customary Units. Copies of this document are available on-line only at the Federal Highway Administration web site at <http://www.wfl.fha.dot.gov/design/specs/fp03.htm> in either Microsoft Word .doc or Adobe Acrobat .pdf format.

Supplemental Project Specifications included in full text in Section J of the contract amend, supplement, or replace the Standard Specifications.

Forest Service Supplemental Specifications (FSSS) contained in the following list are applicable to this contract. All specifications not included in the specification listing, but referenced by listed specifications are applicable.

FSSS 101	Terms, Format, and Definitions
FSSS 102	Bids, Award, and Execution of Contract
FSSS 103	Scope of Work
FSSS 104	Control of Work
FSSS 105	Control of Material
FSSS 106	Acceptance of Work
FSSS 107	Legal Relations and Responsibility to the Public
FSSS 108	Prosecution and Progress
FSSS 109	Measurements and Payment
FSSS 151	Mobilization
FSSS 155	Schedules for Construction Contracts
FSSS 156	Public Traffic
FSSS 201	Clearing and Grubbing
FSSS 204	Excavation and Embankment
FSSS 625	Turf Establishment
FSSS 718	Traffic Signing and Marking Material

NOTE: Offerors are cautioned to carefully review these Standard and Supplemental Project Specifications prior to submission of proposals. All specifications in the “Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects” FP-03 U.S. Customary Units are binding on the parties signing the contract, including any that may be omitted above.

C-11 - AGAR 452.211-73 Attachments To Statement 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.

NOTE: Offeror’s are cautioned to carefully review these Project Specifications prior to submission of offers. All specifications contained in Section J are binding on the parties signing the contract.

SECTION E--INSPECTION AND ACCEPTANCE**E- 1 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-12 Inspection of Construction (AUG 1996)

E- 2 – Pre-Final and Final Inspection

a. Pre-final Inspection: The Government may, at its own discretion, conduct a pre-final inspection prior to the contractor requesting a final inspection. Any discrepancies noted shall be corrected prior to final inspection.

b. Final Inspection: When the work is ready for final inspection, the Contractor shall submit a written request for the final inspection to the duly assigned Contracting Officer's Representative at least seven (7) days prior to the desired final inspection date. The final inspection will be performed with the Contractor by the appropriate Government personnel. If any discrepancies are noted, they shall be handled in accordance with 52.246-12.

SECTION F--DELIVERIES OR PERFORMANCE**F- 1 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.242-14 Suspension of Work (APR 1984)

F- 2 - FAR 52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 20 calendar days after work commences. The time stated for completion shall include final cleanup of the premises.

SECTION H--SPECIAL CONTRACT REQUIREMENTS**H- 1 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov/far/ and the Agriculture Acquisition Regulations may be accessed at www.usda.gov/da/procure/agar/subchaph.html#11.

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

452.236-72 Use of Premises (NOV 1996)

H- 2 - Fire Control

(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 the Contractor's employees, the Contractor when requested by the Contracting Officer shall place the 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 fire fighting 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 Protection Requirements - Fire Plan. At all times during closed fire season period, as specified by State law, the Contractor shall comply with each of the following provisions to the extent applicable to the Contractor's operation under the contract.

(1) Fire Tools. The Contractor will provide for each employee in the contract area at least one approved handtool of a type appropriate in the contract area, such as shovel, pulaski, or ax. Tools required and furnished under (2) and (4) below, shall count toward fulfillment of the above requirement. Where additional tools, beyond those required under (2) and (4) below, are to be provided, the Contractor shall seal such tools in one or more boxes painted red and marked "Tools for Fire Only." All tools required herein shall be kept sharp and in good serviceable condition and maintained at locations to be designated by the Forest Service.

(2) Fire Extinguishers and Tools on Mobile or Stationary Equipment. Each unit of powered equipment used in connection with this contract, including automobiles, trucks, tractors, etc., shall be equipped with serviceable tools and 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.

One - shovel, round point #0 lady or equal.

One - ax, 2 pounds or over, 26-inch minimum length, or one pulaski.

One - water container (at least 1-gallon capacity), not required with stationary equipment.

(3) Spark Arresters. Each internal combustion engine shall be provided with a spark arrester or spark arresting device approved by the Forest Service. Exceptions where the Forest Service may approve mufflers, or other equipment in lieu of spark arresters qualified and rated under Forest Service Standard 5100-1a are: (a) small multiposition engines, such as chain saws, shall meet Society of Automotive Engineers J335b standards; (b) passenger-carrying vehicles and light trucks may have baffle-type mufflers with tail pipe; (c) heavy-duty trucks may have a vertical stack exhaust system and muffler, provided the exhaust stack extends above the cab of the vehicle. An exhaust-driven turbocharger is considered to be a satisfactory spark arrester. Internal combustion engine exhaust systems, arresters, and other devices must be properly installed and maintained.

(4) Powersaws. For each powersaw used in connection with this contract, the following will be provided:

One - shovel, round point #0 lady or equal. Shovel must be immediately available for use.

One - Fire extinguisher, containing not less than 8 ounces of extinguisher fluid, or a dry chemical powder-type of not less than 1-pound capacity. The extinguisher must be immediately accessible to the saw operator at all times.

Any fueling or refueling of a powersaw shall only be done in an area which has first been cleared or is free of all material capable of carrying fire; powersaw shall be moved at least 10 feet from place of fueling before starting.

(5) Blasting. Fuse or prima cord shall not be used unless authorized in writing by the COR with special precautions stated.

(6) 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.

(7) 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 combustable 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.

(8) Debris Burning and Warming Fires. Burning permits will be required for all debris burning fires. Lunch and warming fires may be allowed in fireproofed areas during periods of low fire danger if and as specified in the fire plan. Such fires must not be left burning unattended.

(9) Precautions for Stoves. Stovepipes on all temporary buildings, trailers, and tents using wood burning stoves, will be equipped with roof jacks and serviceable spark arresters of mesh with openings no larger than 5/8 inch.

All stovepipes, inside and out, will not be closer than 2 feet from any wood or other flammable material or 1 foot if the combustible material is protected by a metal or asbestos shield.

(10) 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 handpump attached, shall be immediately available for use in the event of a fire start.

(11) Fire Plan. Prior to initiating work on the contract area, during the closed fire season period, a fire prevention and suppression plan will usually be prepared. The Contractor and the Forest Service will jointly prepare this plan. Such plan shall include a detailed list of men and equipment at the Contractor's disposal for implementing the plan. The fire plan shall also specify additional measures and/or special requirements, such as Hoot Owl restrictions, necessary during periods of critical fire weather conditions.

When Hoot Owl restrictions are invoked, the Forest Service may curtail or shut down all or portions of a Contractor's operations. The following requirements may be imposed:

(i) All high fire risk operations could be terminated at 1300 local time.

(ii) All burning could be stopped, including debris burning fires.

(iii) Patrolman may be required for a period of 2 hours after high fire risk operations and 1 hour after end of work shift. The Contractor shall provide the patrolman unless the contract is for equipment rental, in which case the Government will provide the patrolman.

(13) Burning. Before starting any open burning, the Contractor shall comply with the following:

(i) Submit a burning plan, subject to approval by the Contracting Officer, designed to minimize the impact on air quality and to lessen any fire damage.

(ii) Obtain a burning permit from the District Ranger.

(iii) Use weather forecasts as far as possible in scheduling burning for more favorable dispersal of smoke.

(iv) Fuel shall be reasonably free of dirt and piled to facilitate rapid and complete combustion. Piles shall be tended during burning operations to maintain combustion and to eliminate unnecessary smudges. Piles shall be patrolled during off-work hours to avoid wildfires.

(v) Unless fire season controls dictate otherwise, burning shall be scheduled, as far as practicable, for the most favorable conditions during the burning period.

(vi) Under certain atmospheric conditions, smoke accumulations may become excessive and in these cases, the Regional Forester may, at his/her discretion, prohibit all open burning for definite periods within specific areas of the National Forest.

H- 3 - Incidental Payment Items

The intent of the contract is to provide for the complete construction of the project described in the contract. Unless otherwise provided, the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies and perform all work required to complete the project in accordance with drawings, specifications, and provisions of the contract. Payment for contract work will be made only for and under those pay items included in the Schedule of Items. All other work and materials will be considered as incidental to and included in the payment for items shown.

H- 4 - Conformity With Drawings and Specifications

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

H- 5 - Local Material Sources

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

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

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

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

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

H- 6 - Samples, Tests, Cited Specifications

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

H- 7 - Barricades, Warning Signs, and Other Devices

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

The Contractor shall erect warning signs in advance to any place on the project where operations may interfere with the use of the road or trail by traffic and at all intermediate points where the new work crosses or coincides with an existing road or trail. All road barricades, warning signs, lights, temporary signals, flagmen and pilot car operators and equipment, and other protective devices, except for special devices, shall conform with Part VI of the Manual on Uniform Traffic Control Devices for Streets and Highways, published by the Federal Highway Administration and applicable safety codes.

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

H- 8 - Contract Administration

(a) CONTRACTING OFFICER means a person with the authority to enter into, administer and/or terminate contracts and make related determinations and findings. The Contracting Officer signs all contractual documents, approves and signs all modifications to contracts, processes and approves payment requests, reviews and makes final decisions on contractual discrepancies, and administers the contract. The Contracting Officer is the only authorized individual to make changes to a contract.

(b) CONTRACTING OFFICER'S REPRESENTATIVE. The Contracting Officer will designate a representative, hereinafter referred to as the Contracting Officer's Representative (COR) or, alternatively, as the Engineer, who will provide on-the-ground administration for the Government. The COR will be designated in writing and a copy of the designation will be furnished to the Contractor before or at the pre-work conference. The Contractor is cautioned to read the COR designation because certain authority under the contract is reserved solely for the Contracting Officer. The term "Contracting Officer" as used throughout the contract shall be interpreted to include the Contracting Officer's designated representative(s) acting within the limits of their delegation of authority.

(c) CONTRACTOR'S REPRESENTATIVE. Any representative of the Contractor shall be designated in writing. The designation shall clearly indicate the name and limitations of authority, if any, of the representative.

H- 9 – Work Schedule

A *Work Schedule* shall define the overall time required to perform the identified work. Each major task, including beginning time and ending time, shall be identified within the schedule. Notify the Contracting Officer whenever there are significant departures from the approved Work Schedule. Submit any requests to modify the Work Schedule, in writing to the Contracting Officer with an explanation for the deviation.

H-10 - Subcontract Data

The Contractor shall submit an executed Statement and Acknowledgment Standard Form 1413, to the Contracting Officer for every subcontractor (including every subcontractor of the second or lower tier) that will be performing work at the construction site. This shall be submitted before the subcontractor begins work. This form provides an acknowledgment by the subcontractor that mandatory "flowdown" contract clauses have been included in their contract in accordance with FAR Clause 52.222-11. Completing this form creates no contractual relationship between subcontractors and the Government.

H-11 - Site Superintendent

It shall be the responsibility of the Contractor to provide a responsible site superintendent to represent the Contractor in the field in all matters under this contract including, but not limited to construction, day-to-day coordination of activities, control over employees and subcontractors, and coordination with local Government personnel. The site superintendent shall be designated in writing. They shall be available on site in person to respond to any and all problems during normal working hours. The site superintendent shall be responsible for on-site Quality Control.

Site superintendent shall maintain on site a file containing the following project documents.

- Executed Copy of the Contract
- Contract Drawings
- Contract Specifications
- Quality Control Plan – (up to date)
- As-Built Drawing – (up to date) if required
- Work Orders
- Modifications

This file shall be maintained and available to the Contracting Officer upon request. If the Site Superintendent is replaced, the existing Superintendent shall review all documents and ongoing issues with the new Superintendent.

H-12 - Designation of Contracting Officer Representative

Prior to the commencement of work, the COR will be designated. The COR is responsible for administering the performance of the work under this contract. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by the Contracting Officer prior to the completion of this contract.

H-13 – Washing Equipment

All equipment used on the site shall be cleaned and inspected off National Forest land prior to its arrival on the site. The equipment must be 1) free of all mud, seeds, plants, and plant fragments; and 2) free of oil, fuel, or toxic leaks that would wash off into the water. Notify the Contracting Officer 48 hours in advance of mobilizing equipment to the site to arrange an inspection.

H-14 – Fuel Storage

A written Hazardous Spill Plan may be required for projects which involve fuel storage and refueling actions. The plan shall contain a description of the specific hazardous materials, procedures, and spill containment that will be used, including inventory, storage, and handling. All vehicles carrying fuel will have specific equipment and materials needed to contain or clean up any incidental spills at the project site. Equipment and materials will be specific to each project site, and can include spill kits appropriately sized for specific quantities of fuel, shovels, absorbent pads, straw bales, containment structures and liners, and/or booms. Storing and refueling areas will be located in staging areas away from streams in areas where a spill would not have the potential to reach live water. Containment structures may be necessary if prevention of spilled material from reaching live water cannot be assured.

Should quantities of stored fuel for a project exceed 660 gallons in a single tank; or exceed 1320 gallons for all storage combined; contractors and agency operators will be required to have a standard EPA written Spill Prevention Control and Containment (SPCC) Plan onsite, which describes measures to prevent or reduce impacts from potential spills from fuel, hydraulic fluid, etc. (40 CFR 112, Oil Pollution Act relating to SPCC Plans).

Storage of fuel and other toxicants within Riparian Conservation Areas (RCA – within 300 feet of live streams) is prohibited. Refueling of equipment may be done within the RCA only at locations approved by the Contracting Officer (CO). Centrifugal pumps used for removing water from structure excavation shall sit in a secondary spill container with sufficient capacity to contain the quantity of fuel in the pump fuel tank. A Spill Prevention & Containment Plan is required and shall be submitted to the CO for approval prior to beginning construction. A spill containment kit shall be available on site that is to accommodate potential spills from the equipment used during construction.

H-15 - Prework Conference

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

PART II--CONTRACT CLAUSES**SECTION I--CONTRACT CLAUSES****I-1 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

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

www.arnet.gov/far/

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) *(Applicable if contract exceeds \$30,000)*
- 52.209-9 Updates of publicly Available Information Regarding Responsibility Matters (FEB 2012)
- 52.209-10 Prohibition on Contracting with Inverted Domestic Corporation (MAY 2011)
- 52.211-18 Variation in Estimated Quantity (APR 1984)
- 52.217-7 Option for Increased Quantity – Separately Priced Line Item (MAR 1989)
- 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)
- 52.219-28 Post-Award Small Business Program Rerepresentation (APR 2009)
- 52.222-3 Convict Labor (JUN 2003)
- 52.222-6 Davis-Bacon Act (JUL 2005)
- 52.222-7 Withholding of Funds (FEB 1988)
- 52.222-8 Payrolls and Basic Records (JUN 2010)
- 52.222-9 Apprentices and Trainees (JUL 2005)
- 52.222-10 Compliance with Copeland Act Requirements (FEB 1988)
- 52.222-11 Subcontracts (Labor Standards) (JUL 2005)
- 52.222-12 Contract Termination - Debarment (FEB 1988)
- 52.222-13 Compliance with Davis-Bacon and Related Act Regulations (FEB 1988)
- 52.222-14 Disputes Concerning Labor Standards (FEB 1988)
- 52.222-15 Certification of Eligibility (FEB 1988)
- 52.222-20 Walsh-Healy Public Contracts Act (DEC 1996)
- 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
- 52.222-26 Equal Opportunity (MAR 2007)
- 52.222-27 Affirmative Action Compliance Requirements for Construction (FEB 1999)
- 52.222-36 Affirmative Action for Workers with Disabilities (OCT 2010)
- 52.222-50 Combating Trafficking in Persons (FEB 2009)
- 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (MAY 2012)
- 52.223-6 Drug-Free Workplace (MAY 2001)
- 52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (MAY 2008)
- 52.223-18 Contractor Policy to Ban Text Messaging While Driving (AUG 2011)
- 52.224-1 Privacy Act Notification (APR 1984)
- 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
- 52.228-2 Additional Bond Security (OCT 1997) *(Applicable if contract exceeds \$30,000)*
- 52.228-11 Pledges of Assets (JAN 2012) *(Applicable if contract exceeds \$30,000)*

- 52.228-12 Prospective Subcontractor Requests for Bonds (OCT 1995) (*Applicable if contract exceeds \$30,000*)
- 52.228-14 Irrevocable Letter of Credit (DEC 1999) (*Applicable if contract exceeds \$30,000*)
- 52.232-5 Payments Under Fixed-Price Construction Contracts (SEP 2002)
- 52.232-23 Assignment of Claims (JAN 1986)
- 52.232-27 Prompt Payment for Construction Contracts (OCT 2008)
- 52.232-33 Payment of Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
- 52.233-1 Disputes (JUL 2002) Alternate I (DEC 1991)
- 52.233-3 Protest After Award (AUG 1996)
- 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- 52.236-2 Differing Site Conditions (APR 1984)
- 52.236-3 Site Investigation and Conditions Affecting the Work (APR 1984)
- 52.236-5 Material and Workmanship (APR 1984)
- 52.236-6 Superintendence by the Contractor (APR 1984)
- 52.236-8 Other Contracts (APR 1984)
- 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
- 52.236-10 Operations and Storage Areas (APR 1984)
- 52.236-11 Use and Possession Prior to Completion (APR 1984)
- 52.236-12 Cleaning Up (APR 1984)
- 52.236-13 Accident Prevention (NOV 1991)
- 52.236-15 Schedules for Construction Contracts (APR 1984)
- 52.236-17 Layout of Work (APR 1984)
- 52.236-21 Specifications and Drawings for Construction (FEB 1997)
- 52.242-13 Bankruptcy (JUL 1995)
- 52.243-5 Changes and Changed Conditions (APR 1984)
- 52.244-6 Subcontracts for Commercial Items (DEC 2010)
- 52.245-1 Government Property (JUN 2007)
- 52.245-9 Use and Charges (JUN 2007)
- 52.246-21 Warranty of Construction (MAR 1994)
- 52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)
- 52.249-10 Default (Fixed-Price Construction) (APR 1984)
- 52.253-1 Computer Generated Forms (JAN 1991)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

- 452.224-70 Confidentiality of Information (FEB 1988)
- 452.236-73 Archeological or Historic Sites (FEB 1988)
- 452.236-74 Control of Erosion, Sedimentation and Pollution (NOV 1996)
- 452.236-76 Samples and Certificates (FEB 1988)
- 452.236-77 Emergency Response (NOV 1996)

I- 2- FAR 52.204-7 Central Contractor Registration (FEB 2012)

(a) Definitions. As used in this clause—

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

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

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

“Registered in the CCR database” means that—

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

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

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

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

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

(1) An offeror may obtain a DUNS number—

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

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

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

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

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

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

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1)

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

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

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

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423, or 269-961-5757.

I- 3 – FAR 52.204-10 Reporting Executive Compensation and First Tier Subcontract Awards (JUL 2010)

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

"Executive" means officers, managing partners, or any other employees in management positions.

"First-tier subcontract" means a subcontract awarded directly by a Contractor to furnish supplies or services (including construction) for performance of a prime contract, but excludes supplier agreements with vendors, such as long-term arrangements for materials or supplies that would normally be applied to a Contractor's general and administrative expenses or indirect cost.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported

information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c)(1) Unless otherwise directed by the contracting officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, (and any modifications to these subcontracts that change previously reported data), the Contractor shall report the following information at <http://www.fsrs.gov> for each first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrs.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(2) By the end of the month following the month of a contract award, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year at <http://www.ccr.gov>, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(3) Unless otherwise directed by the contracting officer, by the end of the month following the month of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at <http://www.fsr.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(d)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards to that subcontractor.

(e) Phase-in of reporting of subcontracts of \$25,000 or more.

(1) Until September 30, 2010, any newly awarded subcontract must be reported if the prime contract award amount was \$20,000,000 or more.

(2) From October 1, 2010, until February 28, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$550,000 or more.

(3) Starting March 1, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$25,000 or more.

I- 4 - AGAR 452.209-71 Assurance Regarding Felony Conviction Or Tax Delinquent Status For Corporate Applicants (FEB 2012) Alt I (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 it –

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

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal 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.

I- 5 - FAR 52.225-9 Buy American Act-Construction Materials (SEP 2010)

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

“Commercially available off-the-shelf (COTS) item”—

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

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

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

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

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 ([46 U.S.C. App. 1702](#)), such as agricultural products and petroleum products.

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

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

“Cost of components” means—

- (3) 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
- (4) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if—
 - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
 - (ii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material.

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

(b) Domestic preference.

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

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

NONE

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including—

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

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

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

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

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

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

Item 2:

Foreign construction material

Domestic construction material

_____	_____	_____
_____	_____	_____

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

[Include other applicable supporting information.]

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

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

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

I- 7 - Order of Precedence--Construction

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

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

I- 8 - Landscape Preservation

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

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

Pollutants such as fuels, lubricants, bitumens, raw sewage, and other harmful materials shall not be discharged into or near rivers, streams, and impoundments or into natural or manmade channels leading thereto. Wash water or waste water from concrete or aggregate operations shall not be allowed to enter live

streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.

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

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

J- 1 - Davis-Bacon Act: If this is a contract in excess of \$2,000, the Davis Bacon Act requires the Contractor to pay certain minimum wages and benefits to employees working under this contract. These required minimum wages are stated in the attached Wage Decision.

J- 2 - Wage Decision No. ID120012, with MODS. 7, Dated 7/20/2012

J- 3 - Specification(s) – See separate attached document. The following specifications are a part of this solicitation and any resulting contract.

FSSS 101	Terms, Format, and Definitions
FSSS 102	Bids, Award, and Execution of Contract
FSSS 103	Scope of Work
FSSS 104	Control of Work
FSSS 105	Control of Material
FSSS 106	Acceptance of Work
FSSS 107	Legal Relations and Responsibility to the Public
FSSS 108	Prosecution and Progress
FSSS 109	Measurements and Payment
FSSS 151	Mobilization
FSSS 155	Schedules for Construction Contracts
FSSS 156	Public Traffic
FSSS 201	Clearing and Grubbing
FSSS 204	Excavation and Embankment
FSSS 625	Turf Establishment
FSSS 718	Traffic Signing and Marking Material

J- 4 - Exhibit(s) –

See separate attached document

Exhibit 01 – Example Photos of Kane Lake Road Relocation

The following exhibit is part of this solicitation and will be used for evaluation purposes only. This exhibit will not be incorporated into the contract.

Exhibit 02 – Experience Questionnaire

J- 5 – Drawing(s) – See separate attached document. The following drawings are a part of this solicitation and any resulting contract.

Sheet 1	Title Sheet
Sheet 2	Project Area Map
Sheet 3	Summary of Quantities/Notes
Sheet 4	Work Description Layout & Map
Sheet 5	Typical Sections & Details

General Decision Number: ID120012 07/20/2012 ID12

Superseded General Decision Number: ID20100012

State: Idaho

Construction Type: Heavy

Counties: Adams, Bear Lake, Benewah, Bingham, Blaine, Boise, Bonner, Bonneville, Boundary, Butte, Camas, Caribou, Cassia, Clark, Clearwater, Custer, Elmore, Franklin, Fremont, Gem, Gooding, Idaho, Jefferson, Jerome, Kootenai, Latah, Lemhi, Lewis, Lincoln, Madison, Minidoka, Nez Perce, Oneida, Owyhee, Payette, Power, Shoshone, Teton, Twin Falls, Valley and Washington Counties in Idaho.

HEAVY CONSTRUCTION PROJECTS

Superseeds General Decision ID020030001

Modification Number	Publication Date
0	01/06/2012
1	01/13/2012
2	02/03/2012
3	03/02/2012
4	04/06/2012
5	04/27/2012
6	06/22/2012
7	07/20/2012

CARP0001-010 06/01/2011

BENEWAH, BONNER, BOUNDARY, CLEARWATER, IDAHO (NORTH OF THE 46TH PARALLEL), KOOTENAI, LATAH, LEWIS, NEZ PERCE AND SHOSHONE COUNTIES

	Rates	Fringes
CARPENTER (Including Cement Form Work)	\$ 26.06	11.84
ZONE PAY:		
ZONE 1 0-40 MILES	FREE	
ZONE 2 41-65 MILES	\$2.25/PER HOUR	
ZONE 3 66-100 MILES	\$3.25/PER HOUR	
ZONE 4 OVER 100 MILES	\$4.75/PER HOUR	

DISPATCH POINTS:

PASCO (515 N. Neel Street) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

SPOKANE (127 E. AUGUSTA AVE.) or Main Post Office of established residence of employee.

WENATCHEE (27 N. CHELAN) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

COEUR D' ALENE (1839 N. GOVERNMENT WAY) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

MOSCOW (302 N. JACKSON) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARP0808-004 01/01/2012

ADAMS, BEAR LAKE, BINGHAM, BOISE, BUTTE, BONNEVILLE, CAMAS, CARIBOU, CASSIA, CLARK, CUSTER, ELMORE, FRANKLIN, FREMONT, GEM, GOODING, IDAHO (SOUTH OF THE 46TH PARALLEL), JEFFERSON, JEROME, LEMHI, LINCOLN, MADISON, MINIDOKA, ONEIDA, OWYHEE, PAYETTE, POWER, TETON, TWIN FALLS, VALLEY AND WASHINGTON COUNTIES

ZONE 1

	Rates	Fringes
CARPENTER (Including Cement Form Work).....	\$ 25.25	12.04

ZONE PAY:

- ZONE 1 0-30 MILES: FREE
- ZONE 2 MORE THAN 30-60 MILES: \$2.00/PER HOUR
- ZONE 3 MORE THAN 60 MILES: \$3.00/PER HOUR

If a project is located in more than one zone the lower zone rate shall apply

ZONES SHALL BE MEASURED FROM THE FOLLOWING U.S. POST OFFICES:

- BOISE: 304 N. 8TH STREET
- TWIN FALLS: 253 2ND AVE. WEST
- POCATELLO: CLARK STREET
- IDAHO FALLS: 875 NORTH CAPITAL AVE.

ELEC0073-007 08/22/2011

IDAHO (SOUTH OF THE 46TH PARALLEL) COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 31.48	14.84
ELECTRICIAN.....	\$ 28.62	14.84

ELEC0073-008 08/22/2011

BENEWAH, BONNER, BOUNDARY, CLEARWATER, IDAHO (NORTH OF THE 46TH PARALLEL), KOOTENAI, LATAH, LEWIS, NEZ PERCE AND SHOSHONE COUNTIES

	Rates	Fringes
Cable Splicer.....	\$ 31.48	14.84
ELECTRICIAN.....	\$ 28.62	14.84

ELEC0291-007 06/01/2010

ADAMS, BOISE, ELMORE, GEM, PAYETTE, VALLEY AND WASHINGTON COUNTIES

	Rates	Fringes
CABLE SPLICER		
Adams, Valley and Washington Counties.....	\$ 35.79	3%+\$10.00
Boise, Elmore, Gem and Payette Counties.....	\$ 32.50	3%+\$10.00
ELECTRICIAN		
Adams, Valley and Washington Counties.....	\$ 32.54	3%+\$10.00
Boise, Elmore, Gem and		

Payette Counties.....\$ 29.81 3%+\$10.62

ELEC0449-001 06/01/2012

BEAR LAKE, BINGHAM, BONNEVILLE, BUTTE, CARIBOU, CLARK, CUSTER, FRANKLIN, FREMONT, JEFFERSON, LEMHI, MADISON, ONEIDA, POWER AND TETON COUNTIES

Rates Fringes

ELECTRICIAN

Bannock, Bingham,
Bonneville, Butte, Clark,
Jefferson, Fremont

Madison, Power and Teton
Counties in Idaho.....\$ 26.80 11.97

ELEC0449-006 03/01/2012

BLAINE, CAMAS, CASSIA, GOODING, JEROME, LINCOLN, MINIDOKA AND TWIN FALLS COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 23.00 10.67

ENGI0370-013 01/01/2012

ADAMS, BEAR LAKE, BINGHAM, BLAINE, BOISE, BONNEVILLE, BUTTE, CARIBOU, CASSIA, CLARK, CUSTER, ELMORE, FRANKLIN, FREMONT, GEM, GOODING, IDAHO (SOUTH OF THE 46TH PARALLEL), JEFFERSON, JEROME, LEMHI, LINCOLN, MADISON, MINIDOKA, ONEIDA, OWYHEE, PAYETTE, POWER, TETON, TWIN FALLS, VALLEY AND WASHINGTON COUNTIES

ZONE 1

(Anyone working on HAZMAT jobs working with supplied air shall receive \$1.00 per hour above classification)

Rates Fringes

Power equipment operator -
bulldozer
Including all attachments...\$ 27.14 10.00
Power equipment operator -
crane
Over 50 tons.....\$ 26.91 10.00
Tower Crane Operator.....\$ 26.91 10.00
Up to and including 50 tons.\$ 26.54 10.00
Power equipment operator -
oiler.....\$ 26.54 10.00
Power equipment operator -
scraper
ALL SCRAPERS UP TO AND
INCLUDING 40 YARDS.....\$ 26.54 10.00
All scrapers, pulling
wagons, belly dumps and
attachments, over 40 yards
to and including 60 yards...\$ 26.91 10.00
Elclid and similar,
pulling wagons, belly
dumps and attachments,
over 60 yards to and

including 80 yards.....\$ 25.96	9.60
Euclid and similar, pulling wagons, belly dumps and attachments, over 60 yards to and including 80 yards.....\$ 27.14	10.00
Euclid and similar, pulling wagons, belly dumps and attachments, over 80 yards to and including 100 yards.....\$ 27.37	10.00
Euclids and similar, pulling wagons, belly dumps and attachments, over 100 yards.....\$ 27.62	10.00

ZONE PAY:

- ZONE 1 0-30 MILES: FREE
- ZONE 2 MORE THAN 30-60 MILES: \$2.00/PER HOUR
- ZONE 3 MORE THAN 60 MILES: \$3.00/PER HOUR

If a project is located in more than one zone the lower zone rate shall apply

ZONES SHALL BE MEASURED FROM THE THE FOLLOWING U.S. POST OFFICES:

- BOISE: 304 N. 8TH STREET
- TWIN FALLS: 253 2ND AVE. WEST
- POCATELLO: CLARK STREET
- IDAHO FALLS: 875 NORTH CAPITAL AVE.

BOOM PAY: All Cranes and Concrete Pump Boom Trucks

100 ft to 150 ft	\$.15 over scale
150 ft to 200 ft	\$.30 over scale
Over 200 ft	\$.45 over scale

NOTE: When the crane operator receives additional pay for long boom, the Oiler Shall also receive such additional pay. In computing the length of the boom on Tower Cranes, they shall be measured from the base of the tower to the point of the boom.

ENGI0370-014 06/01/2010

BENEWAH, BONNER, BOUNDARY, CLEARWATER, IDAHO (NORTH OF THE 46TH PARALLEL), KOOTENAI, LATAH, LEWIS, NEZ PERCE AND SHOSHONE COUNTIES

ZONE 1: (Anyone working on HAZMAT jobs working with supplied air shall receive \$1.00 per hour above classification)

	Rates	Fringes
Power equipment operator - bulldozer (D-6 & equivalent and over).....\$ 25.79		11.55
(To D-6 or equivalent).....\$ 25.19		11.55
Power equipment operator - crane 25 TONS AND UNDER (ALL ATTACHMENTS INCLUDING CLAMSHELL, DRAGLINE).....\$ 25.51		11.55
85 TONS AND OVER, AND ALL CLIMBING, OVERHEAD, RAIL		

AND TOWER.....	\$ 27.16	11.55
OVER 25 TONS UP TO AND INCLUDING 45 TONS (ALL ATTACHMENTS INCLUDING CLAMSHELL, DRAGLINE).....	\$ 25.79	11.55
OVER 45 TONS TO BUT NOT INCLUDING 85 TONS (ALL ATTACHMENTS INCLUDING CLAMSHELL, DRAGLINE).....	\$ 26.06	11.55
Power equipment operator - oiler.....	\$ 25.35	11.55
Power equipment operator - scraper (All, Rubber-Tired).....	\$ 25.79	11.55
(Multiple engine with three or scrapers).....	\$ 26.06	11.55

Zone Differential (Add to Zone 1 rate): Zone 2- \$2.00

BASE POINTS: Spokane, Pasco, Washington; Lewiston, Idaho

Zone 1: Within 45 radius miles from the main post office
Zone 2: Outside 45 radius miles from the main post office

BOOM PAY: (All Cranes, including Tower)
180' to 250' \$.50 over scale
Over 250' \$.80 over scale

NOTE: In computing the length of the boom on Tower Cranes, they shall be measured from the base of the Tower to the point of the boom.

IRON0014-009 01/01/2012

ADAMS (REMAINDER OF COUNTY), IDAHO (SOUTH OF THE 46TH PARALLEL), LEMHI (NORTHWEST CORNER), VALLEY (NORTHEASTERN 1/3) AND WASHINGTON (NORTHWESTERN 1/2) COUNTIES

Rates Fringes

Ironworkers: Rebar,
Structural, Fence Erector.....\$ 31.35 20.10

IRON0014-010 01/01/2012

BENEWAH, BONNER, BOUNDARY, CLEARWATER, IDAHO (NORTH OF THE 46TH PARALLEL), KOOTENAI, LATAH, LEWIS, NEZ PERCE AND SHOSHONE

Rates Fringes

Ironworkers: Rebar,
Structural, Fence Erector.....\$ 31.35 20.10

IRON0732-005 06/01/2011

ADAMS (EAST CORNER), BEAR LAKE, BINGHAM, BLAINE, BOISE, BUTTE, BONNEVILLE, CAMAS, CARIBOU, CASSIA, CLARK, CLUSTER, ELMORE, FRANKLIN, FREMONT, GEM, GOODING, JEFFERSON, JEROME, LINCOLM, LEMHI (REMAINDER OF COUNTY), MADISON, MINIDOKA, ONEIDA, OWYHEE, PAYETTE, POWER, TETON, TWIN FALLS, VALLEY (SOUTHEAST 2/3), AND WASHINGTON (SOUTHEAST 1/2) COUNTIES

Rates Fringes

Power Equipment Operator (Gradall).....	\$ 22.84	3.62
Power Equipment Operator (Loader).....	\$ 21.33	3.43
Power Equipment Operator Excavator.....	\$ 20.24	0.00
TRUCK DRIVER (6 Axle Dump).....	\$ 24.70	3.90
Truck Driver, Dump.....	\$ 17.82	0.00
TRUCK DRIVER: Water Truck.....	\$ 20.89	4.06

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

=====

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

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

Non-Union Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

=====
END OF GENERAL DECISION

Exhibit 02

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.

CERTIFICATION

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.

12a. CERTIFYING OFFICIAL'S NAME AND TITLE

b. SIGNATURE (Sign in ink)

13. DATE

PART IV--REPRESENTATIONS AND INSTRUCTIONS**SECTION K--REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS****K-1 - FAR 52.204-8 Annual Representations and Certifications (MAY 2012)**

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

(2) The small business size standard is \$33.5 Million.

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

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

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

(i) Paragraph (d) applies.

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

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

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

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

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

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

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

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

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

- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. This provision applies to all solicitations.

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

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

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

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

[Contracting Officer check as appropriate.]

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

___ (A) Basic.

___ (B) Alternate I.

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

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

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

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

__ (vi) 52.227-6, Royalty Information.

__ (A) Basic.

__(B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

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

K- 2 - AGAR 452.209-70 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction (Deviation 2012-01) (FEB 2012) Alt I (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.

K- 3 – FAR 52.225-25 Prohibition on Engaging in Sanctioned Activities Relating to Iran - Certification (SEP 2010)

(a) *Definition.*

“Person”—

(1) Means—

- (i) A natural person;
- (ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
- (iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

(b) *Certification.* Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with FAR [25.703-2](#)(d), by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran’s ability to acquire or develop certain weapons.

(c) *Exception for trade agreements.* The certification requirement of paragraph (b) of this provision does not apply if—

(1) This solicitation includes a trade agreements certification (*e.g.*, [52.225-4](#), [52.225-11](#) or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

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

L- 1 - Inquiries

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

All questions shall be submitted in writing to the Contracting Officer no later than August 17, 2012.

L- 2 – FAR 52.222-5 Davis Bacon Act – Secondary Site of the Work (JUL 2005)

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

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

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

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

L- 3 - FAR 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999)

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

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

Goals for minority participation for each trade

Goals for female participation for each trade

4.0%

6.9%

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

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative actions obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and

training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

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

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

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

L- 4 - FAR 52.225-10 Notice of Buy American Act Requirement - Construction Materials (FEB 2009)

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

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

(c) Evaluation of offers.

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

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

(d) Alternate offers.

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

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

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

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

(ii) May be accepted if revised during negotiations.

L- 5 - FAR 52.236-27 Site Visit (Construction) (FEB 1995) Alternate I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for:

Thursday, August 9, 2012 at 10:00am

(c) Participants will meet at:

Lost River Ranger District in Mackay, ID

L- 6 - Written Acceptance: Any Purchase Order resulting from this solicitation will require written acceptance within 10 days of receipt by the Contractor as required by Simplified Acquisition Procedures.

SECTION M--EVALUATION FACTORS FOR AWARD

M- 1 - Basis of Award

One award will be made. Offer of award will be made to the Quoter whose quote, as determined by the Contracting Officer, provides the best value to the Government, considering the following factors: price, past performance and company experience, capacity, technical approach and understanding of the project, project management, and capability to accomplish this type of work. The Government reserves the right to make cost/technical trade-offs that are in the best interest of the Government. The Experience Questionnaire and technical proposal will be used as part of this evaluation.

It is the vendor's responsibility to submit the information requested by the agency for evaluation purposes, and a vendor that does not do so runs the risk that its quotation will be rejected as unacceptable. As a minimum, the technical portion of your proposal must clearly provide the following information:

(1) Past Performance and Company Experience: Quality and timeliness of performance, business relations and customer satisfaction, cost and cost control on previous contracts; and company experience for similar work.

Describe (1) all contracts and subcontracts currently in process and completed by your firm in the past 3 years. Include contracts and subcontracts similar in nature and complexity to that required by this solicitation and especially any contracts entered into with Federal, State and local governments and commercial customers. Include the contract number, contracting officer or customer name with contact person and phone number, description of project, dollar amount, and subcontractors used (if any).

You may also discuss past accomplishments that indicate your firm's ability to perform the work required by the contract. If you encountered problems during contract performance, indicate your efforts to resolve them.

The Government will contact a sample of your past customers concerning the quality of services provided by your firm and your subcontractors; timeliness of performance; business relations during project management such as flexibility, problem solving, and cooperation; customer satisfaction; and cost/cost control.

(2) Technical Approach and Understanding of the Project: Project plan to accomplish work including scheduling of various work items and subcontractors; and equipment to be used on project.

The technical approach and understanding of project should include information of how the work will be organized and performed in accordance with the specifications, drawings, terms and conditions of the solicitation.

Provide a project work plan indicating how you intend to accomplish the work by giving as much detail as you consider necessary to fully explain the proposed technical approach or method. Include how the work will be organized and performed in accordance with the specifications, drawings, terms and conditions of the solicitation. Provide a proposed progress schedule outlining time frames and sequence of work for project completion; and the type, make, model, year, and condition of equipment to be used on the project.

(3) Project Management: Key personnel, subcontractors, and oversight of project.

Provide the names of key personnel who will be project managers foremen, subcontractors, and suppliers; the role each will server on the project, and their qualifications and experience. Fully explain over sight of the project that will be provided. Include a schedule or percentage of time there will be on-site contractor representation.