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**B - Schedule of Items**

Item No.	Item Description	Units	Unit of Measure	Unit Price	Total
001	Mobilization	XXXX	LS	\$	\$
002	Earthwork (fully operated equipment)	4	HR	\$	\$
003	Sidewalk (includes steel & gravel)	1000	SF	\$	\$
004	Stairs (includes steel & gravel)	60	SF	\$	\$
005	Railing (includes materials, fabrication, and powder coat)	1	EA	\$	\$
<b>TOTAL</b>					\$

**Method of Measurement**

LS – Lump Sum                      SF – Square Foot  
 HR – Hourly                        EA – Each

Basis of Award: Award will be made on the best value to the Government based on past performance, experience, and price.

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

Price quotation furnished by:

Name \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_  
 Address \_\_\_\_\_ FAX (\_\_\_\_) \_\_\_\_\_  
 \_\_\_\_\_ E-mail \_\_\_\_\_  
 TIN # \_\_\_\_\_ DUNS # \_\_\_\_\_

## C - Statement of Work

### C-1 PROJECT DESCRIPTION AND LOCATION

- (a) Scope of Contract. Furnish all labor, materials, equipment, supervision, and transportation necessary to complete the Shenango Helibase Sidewalk and Stairs work as shown and specified.
- (b) Project Location. The project is located at the Shenango Helibase on the Bozeman Ranger District of the Gallatin National Forest. The Helibase is located approximately 20 road miles southwest of the town of Bozeman, Montana. The site location is shown on the project drawing cover sheet.
- (c) Information. Parties with questions may contact Grant Morrison at 587-6724.
- (d) Pre-Bid Tour. There will be no pre-bid tour of the site.

### C-2 GENERAL SPECIFICATIONS

Notify the Contracting Officers Representative at least one week prior to start of work. Coordinate with district personnel and the Contracting Officers Representative to assure that the work does not disrupt ranger district operations. Store materials, equipment, and vehicles only in areas designated by the Contracting Officers Representative.

- (a) Start of Work Notification. Notify the Contracting Officer (C.O.) at least one week prior to start of work.
- (b) Coordination with Helibase Operations. Shenango helibase is an operating helibase providing firefighting support to the Gallatin National Forest and surrounding areas. Coordinate with the base manager and C.O. to ensure that the work does not disrupt or hinder base operations.
- (c) Storage and Stockpile Areas. Store materials, equipment, and vehicles only in areas designated by the C.O.
- (d) Contractors Responsibilities. The Contractor shall comply with all applicable laws, ordinances, safety codes, regulations, orders and decrees. The Contractor shall be responsible for all damages to persons or property that occur as a result of the actions of the Contractor, all subcontractors, and all employees or agents of the Contractor or subcontractors.
- (e) Submittals. It shall be the Contractor's responsibility to submit all required items with such promptness as to cause no delay in the work. C.O.'s written approval must be obtained before starting work which involves the item. The Contractor shall allow 7 calendar days for processing of submittals by the C.O.
- (f) Protection of Government Property. The Contractor shall take all necessary precautions to prevent damage to government property, including but not limited to, buildings, roads, signs, fences, cattle guards, vegetation, and natural resources. All damage shall be repaired at the Contractor's expense, to meet the approval of the CO, in a manner pre-approved by the CO.
- (g) Pollution and Erosion Control. During all operations under this contract, the Contractor shall exercise reasonable measures to prevent or minimize soil erosion and pollution of water and other resources. All refuse, including garbage, rubbish, and solid or liquid wastes, from the Contractor's operations shall be stored, collected, and disposed of in a sanitary and nuisance-free manner. Refuse shall be disposed of in State-approved dumps as approved by the Contracting Officer (CO).

- (h) Cleanup. Maintain the project work area in a clean and orderly condition throughout the progress of work under this contract. Upon completing the work, the Contractor shall remove from the work and premises any rubbish, tools, equipment, and materials that are not the property of the Forest Service. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the C.O.
- (i) Materials and workmanship. All materials and workmanship shall meet all applicable Federal, State, and local building and health & safety codes, the International Building Code, and the International Fire Code.
- (j) Permits and inspections. The contractor will obtain all necessary permits, arrange and coordinate all needed inspections, and pay for all necessary permits and inspections.
- (k) Use of Government Facilities. The Contractor may use the Helibase Office restrooms during regular business hours provided they are kept clean. Coordinate restroom use with the base manager.

The Contractor shall furnish his own electrical power and water sources.

### **C-3 STANDARD SPECIFICATIONS**

#### **a) SUMMARY OF WORK**

Furnish all labor, materials, equipment, supervision, and transportation necessary to complete new concrete sidewalks, stairs, and steel stair railings as shown and specified.

#### **b) SUBMITTALS**

Submit the following Product Data:

- 1) Concrete mix specifications, including admixtures and aggregate;
- 2) Concrete mix strength test data;
- 3) Product data for steel pipe and powder coating;
- 4) Color samples for powder coating (C.O. will select color)

#### **c) QUALITY ASSURANCE**

As noted on the drawings.

### **PRODUCTS AND EXECUTION**

As noted on the drawings.

### **C-4 MEASUREMENT AND PAYMENT**

Furnish all labor, materials, equipment, supervision, and transportation necessary to perform Furnace Replacement work as specified herein.

Payment will be made at the total price on the Quote Schedule for the job completed and accepted.

### **D - Packaging and Marking**

{For this Section there are NO Clauses.}

### **E - Inspection and Acceptance**

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

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

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

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

#### **FAR 52.246-1 Contractor Inspection Requirements (APR 1984)**

#### **FAR 52.246-12 Inspection of Construction (APR 1996)**

### **F - Deliveries or Performance**

#### **FAR 52.242-14 Suspension of Work (APR 1984)**

#### **FAR 52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984)**

#### **AGAR 452.211-74 Period of Performance (FEB 1988)**

The period of performance of this contract is from September 1, 2012 to September 30, 2012

### **G - Contract Administration Data**

#### **AGAR 452.215-73 Postaward Conference (NOV 1996)**

A post award conference with the successful offeror is required. It will be held prior to work beginning and a Notice to Proceed will be issued during the conference. Date, time, and location of the conference will be determined at a later date.

### **H - Special Contract Requirements**

#### **CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (JUN 1988)**

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.

#### **FS 236-1 Fire Control (4/29/85)**

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

#### **AGAR 452.236-77 Emergency Response (NOV 1996)**

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

or caused by the Contractor or the Contractor's agents or employees.

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

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

## **LANDSCAPE PRESERVATION**

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

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

Pollutants such as fuels, lubricants, bitumens, raw sewage, and other harmful materials shall not be discharged into or near rivers, streams, and impoundments or into natural or man-made channels leading thereto. Wash water or waste water from concrete or aggregate operations shall not be allowed to enter live streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.

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

## **NOXIOUS WEEDS/EQUIPMENT CLEANING**

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

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

- All equipment and vehicles to be used at the job site shall be cleaned and free of noxious weeds and their seeds prior to entrance onto the project site. The restriction shall include equipment and vehicles intended for off-road as well as on-road use, whether they owned, leased, or borrowed by the contractor or any subcontractor.
- Cleaning shall consist of the removal all dirt, grease, debris, and materials that may harbor noxious weeds and their seeds. Cleaning shall occur off the project site.
- Equipment, materials, and vehicles shall be visually inspected by the COR, or other designated Forest Service official, and certified in writing by the Contractor to be reasonably clean and weed free. Inspections will take place at a location agreed to by the COR and Contractor in advance of delivery to the job site. Equipment and vehicles shall proceed directly to the job site following the inspection.

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

- The Contractor shall protect all existing vegetation from the introduction of noxious weeds, (1) at or near the work site, and (2) on adjacent property. The Contractor shall treat any introduced noxious weeds resulting from failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to treat such weeds, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.
- Certification of each piece of equipment or vehicles shall remain valid for the duration of the project as long as the identified subjects remain solely on the project. Off road equipment that leaves the job site shall be recertified before being allowed to return. Individual worker's vehicles shall be parked at a staging area that will be designated by the COR.

### **I - Contract Clauses**

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

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

**FAR 52.204-7 Central Contractor Registration (FEB 2012)**

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

**FAR 52.219-1 Small Business Program Representation (JAN 2011)**

**FAR 52.219-27 Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011)**

**FAR 52.222-3 Convict Labor (JUN 2003)**

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

**FAR 52.222-7 Withholding of Funds (FEB 1988)**

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

**FAR 52.222-9 Apprentices and Trainees (JUL 2005)**

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

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

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

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

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

**FAR 52.222-15 Certification of Eligibility (FEB 1988)**

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

**FAR 52.222-26 Equal Opportunity (MAR 2007)**

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

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

**FAR 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (DEC 2007)**

**FAR 52.223-6 Drug-Free Workplace (MAY 2001)**

**FAR 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)**

**FAR 52.227-4 Patent Indemnity--Construction Contracts (DEC 2007)**

**FAR 52.232-5 Payments under Fixed-Price Construction Contracts (SEP 2002)**

**FAR 52.232-23 Assignment of Claims (JAN 1986)**

**FAR 52.232-27 Prompt Payment for Construction Contracts (OCT 2008)**

**FAR 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003)**

**FAR 52.233-1 Disputes (JUL 2002)**

**FAR 52.233-3 Protest after Award (AUG 1996)**  
**FAR 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)**  
**FAR 52.236-2 Differing Site Conditions (APR 1984)**  
**FAR 52.236-3 Site Investigation and Conditions Affecting the Work (APR 1984)**  
**FAR 52.236-5 Material and Workmanship (APR 1984)**  
**FAR 52.236-6 Superintendence by the Contractor (APR 1984)**  
**FAR 52.236-7 Permits and Responsibilities (NOV 1991)**  
**FAR 52.236-8 Other Contracts (APR 1984)**  
**FAR 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)**  
**FAR 52.236-10 Operations and Storage Areas (APR 1984)**  
**FAR 52.236-11 Use and Possession Prior to Completion (APR 1984)**  
**FAR 52.236-12 Cleaning Up (APR 1984)**  
**FAR 52.236-13 Accident Prevention (NOV 1991)**  
**FAR 52.236-21 Specifications and Drawings for Construction (FEB 1997)**  
**FAR 52.243-5 Changes and Changed Conditions (APR 1984)**  
**FAR 52.244-6 Subcontracts for Commercial Items (DEC 2010)**  
**FAR 52.245-1 Government Property (APR 2012)**  
**FAR 52.246-21 Warranty of Construction (MAR 1994)**  
**FAR 52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)**  
**FAR 52.249-10 Default (Fixed-Price Construction) (APR 1984)**  
**FAR 52.253-1 Computer Generated Forms (JAN 1991)**  
**AGAR 452.236-73 Archaeological or Historic Sites (FEB 1988)**  
**AGAR452.236-74 Control of Erosion, Sedimentation, and Pollution (NOV 1996)**

**FAR 52.252-6 -- Authorized Deviations in Clauses. (Apr 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any Agriculture Acquisition Regulations (48 CFR Chapter 4) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

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

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

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

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

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

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

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

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

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

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

"Cost of components" means -

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means--

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

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

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

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

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

**NONE**

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American Act

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

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

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

**Foreign and Domestic Construction Materials Price Comparison**

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

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

*Include other applicable supporting information.*

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

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

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

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

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

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

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

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

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

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

**J - List of Documents, Exhibits, and Other Attachments**

Attachment 1: Wage Determination, Gen. Dec. No. MT120001, dated 7/6/2012, MT1

Attachment 2: Experience Questionnaire

Attachment 3: Drawings (separate attachment)

## K - Reqs, Certs, and Other Statements of Offerors or Respondents

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

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

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

### FAR 52.204-8 Annual Representations and Certifications (MAR 2012)

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

(2) The small business size standard is **\$14.0 million (receipts in a three-year period)**.

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

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

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

**FAR 52.223-1 Biobased Product Certification (DEC 2007)**

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

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

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

- NAICS Code: **238990 – All Other Specialty Trade Contractors**
- Size Standard: **\$14.0 Million (receipts in a three-year period)**

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

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

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

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

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

- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
- (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
- (3) For long-term contracts -

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

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

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

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

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

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

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

The Contractor represents that it \_\_\_ is, \_\_\_ is not a small business concern under NAICS Code **238990 – All Other Specialty Trade Contractors** assigned to contract number \_\_\_\_\_.

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's Name and Title

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

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

(b) The Offeror represents that –

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

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

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

(ii) Offeror has [ ], has [ ] (*check one*) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal law in the 24 months preceding the date of offer.

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

\_\_\_\_\_  
Contractor’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor’s Name and Title

**L - Instructions, Conditions, and Notices to Offerors or Respondents**

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

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

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

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

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

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

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

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

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

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

Goals for Minority Participation for Each Trade – **3.3%**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

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

There will be no formal site visit for this solicitation. Interested vendors are encouraged to visit the project site prior to submitting a quotation.

## **M - Evaluation Factors for Award**

### AWARD DETERMINATION

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

### EVALUATION FACTORS

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

**Attachment 1: Davis-Bacon Wage Determination**

General Decision Number: MT120001 07/06/2012 MT1

Superseded General Decision Number: MT20100002

State: Montana

Construction Type: Highway

Counties: Montana Statewide.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012
1	03/23/2012
2	04/06/2012
3	04/20/2012
4	06/22/2012
5	07/06/2012

\* SUMT2001-001 09/01/2011

\*\*ZONE PAY\*\*

CEMENTS MASONS, IRON WORKERS, LABORERS, POWER EQUIPMENT  
OPERATORS, TRUCK DRIVERS

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

BILLINGS, BOZEMAN, BUTTE, GREAT FALLS, HAVRE, HELENA,  
KALISPELL, LEWISTOWN, MILES CITY, MISSOULA

ZONE 1: 0 to 30 miles - Free  
ZONE 2: 30 to 60 miles - Base Pay +\$2.50  
ZONE 3: Over 60 miles - Base Pay + \$4.00

CARPENTERS:

ZONE 1: 0 to 30 miles - Free  
 ZONE 2: 30 to 50 miles - Base Pay +\$3.00  
 ZONE 3: Over 50 miles - Base Pay + \$4.80

	Rates	Fringes
<b>CARPENTER</b>		
Carpenter, Piledriverman....	\$ 22.71	10.15
Millwright.....	\$ 24.78	10.15
<b>CEMENT MASON/CONCRETE FINISHER...</b>	<b>\$ 21.37</b>	<b>9.80</b>
<b>ELECTRICIAN</b>		
Area 1.....	\$ 18.74	4.23+3.8%
Area 2.....	\$ 20.13	6.06+3.8%
Area 3.....	\$ 19.98	4.74+3.8%
Area 4.....	\$ 19.84	4.81+3.8%
Area 5.....	\$ 20.54	4.84+3.8%
Area 6.....	\$ 18.02	4.74+3.8%

**ELECTRICIANS AREA DESCRIPTIONS**

AREA 1: Beaverhead, Deer Lodge, Granite, Jefferson, Madison, Silver Bow, and Powell Counties

AREA 2: Big Horn, Carbon, Carter, Custer, Dawson, Fallon, Garfield, Golden Valley, Musselshell, Powder River, Prairie, Rosebud, Stillwater, Treasure, Wibaux, and Yellowstone counties

AREA 3: Blaine, Cascade, Chouteau, Daniels, Fergus, Glacier, Hill, Judith Basin, Liberty, McCone, Petroleum, Pondera, Phillips, Richland, Roosevelt, Sheridan, Teton, Toole, Valley, and Wheatland Counties

AREA 4: Broadwater, Lewis and Clark, and Meagher Counties

AREA 5: Flathead, Lake, Lincoln, Mineral, Missoula, Ravalli, and Sanders Counties

AREA 6: Gallatin, Park, and Sweet Grass Counties

Ironworker

Flathead, Glacier, Lake, Lincoln, Mineral, Missoula and Sanders Cos.....	\$ 25.50	15.66
Remaining Counties.....	\$ 23.15	15.01

LABORER

Group 1.....	\$ 17.18	8.05
Group 2.....	\$ 19.97	8.05
Group 3.....	\$ 20.17	8.05
Group 4.....	\$ 21.07	8.05

LABORERS CLASSIFICATIONS

GROUP 1: Flag person

GROUP 2: All General Labor work; Burning Bar; Bucket man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete worker; Curb Machine-Lay Down; Crusher and Batch Plant Worker; Fence Erector; Form Setter; Form Stripper; Heater Tender; Landscaper; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprapper; Sealants for Concrete and other materials; Sign Erection, Guard Rail and Jersey Rail; Stake Jumper; Spike Driver; Signalman; Tail Hoseman; Tool Checker and Houseman; Traffic Control worker

GROUP 3: Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzlemen; Jackhammer (Pavement Breaker); Laser equipment; Non-riding Rollers; Pipelayer; Posthole Digger (power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-power; Tampers

GROUP 4: Ashpalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete); Powderman (\$1.00 per hour above Group 4 rate); Rock & Core Drill; Track or Truck mounted Wagon Drill; Welder including Air Arc

LINE CONSTRUCTION

Equipment Operator.....	\$ 19.16	6.35
Groundman.....	\$ 15.40	6.35

PAINTER.....	\$ 24.00	9.30
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Pavement Marking/Milling and related work. Includes operating marking and all other equipment and all work involved in traffic marking including removal, surface preparation and application of pavement markings including epoxies, paints, tape, buttons, thermo- plastics and any other products applied for traffic marking purposes and for directing and regulating traffic, and cutting Rumble Strips.

POWER EQUIPMENT OPERATOR:

Group 1.....	\$ 21.52	9.30
Group 2.....	\$ 23.55	9.30
Group 3.....	\$ 24.41	9.30
Group 4.....	\$ 25.10	9.30
Group 5.....	\$ 26.44	9.30
Group 6.....	\$ 27.13	9.30
Group 7.....	\$ 29.23	9.30

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Air Compressor; Auto Fine Grader; Belt Finishing Machine; Boring Machine, small; Cement Silo; Crane, A-Frame Truck Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form Grader; Front-end Loader under 1 cu yd; Heavy Duty Drills; Herman Nelson Heater; Mulching Machine; Oiler, all except Cranes. & Shovels; Pumpman.

GROUP 2: Air Doctor; Backhoe/Excavator/Shovel to and including 3 cu yd; Bit Grinder; Bituminous Paving Travel Plant; Boring Machine, large; Broom, self-propelled; Concrete

Travel Batcher; Concrete Float & Spreader; Concrete Bucket  
 Dispatcher; Concrete Finish Machine; Concrete Conveyor;  
 Distributor; Dozer, Rubber- Tired, Push & Side Boom; Elevating  
 Grader/Gradall; Field Equipment Serviceman; Front-end Loader 1  
 cu yd to including 5 cu yd; Grade Setter; Heavy Duty Drills,  
 all types; Hoist/Tugger, all; Hydralift & similar; Industrial  
 Locomotive; Motor Patrol, except Finish; Mountain Skidder;  
 Oiler - Cranes & Shovels; Pavement Breaker, EMSCO; Power Saw,  
 self-propelled; Pugmill; Pumpcrete/Grout Machine; Punch Truck;  
 Roller, other than Asphalt; Roller, Sheepsfoot, self-  
 propelled; Roller, 25 tons and over; Ross Carrier; Rotomill  
 under 6 ft; Trenching Machine; Washing/Screening Plant.

GROUP 3: Asphalt Paving Machine; Asphalt Screed;  
 Backhoe/Excavator/Shovel over 3 cu yd; Cableway Highline;  
 Concrete Batch Plant; Concrete Curing Machine; Concrete Pump;  
 Cranes, Creter; Cranes, Electric Overhead; Cranes, 24 tons and  
 under; Curb Machine/Slip Form Paver; Finish Dozer; Front-end  
 Loader over 5 cu yd; Mechanic/Welder; Pioneer Dozer; Roller,  
 Asphalt (Breakdown & Finish); Rotomill, over 6 ft; Scraper,  
 single, twin, or pulling Belly Dump; Yo-Yo Cat.

GROUP 4: Asphalt/Hot Plant Operator; Cranes, 25 tons to 44  
 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper.

GROUP 5: Cranes, 45 tons to including 74 tons;

GROUP 6: Cranes, 75 tons to including 149 tons; Crane,  
 Whirley (all).

GROUP 7: Cranes, 150 tons to including 250 tons (add \$1.00  
 for every 100 tons over 250 tons); Crane, Stiff-Leg or  
 Derrick; Helicopter Hoist; Crane, Tower (all).

TRUCK DRIVER

Group 1.....	\$ 18.54	9.16
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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.

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WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted

because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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



END OF GENERAL DECISION

**Attachment 2: Experience Questionnaire**

USDA Forest Service  <p style="text-align: center;"><b><u>EXPERIENCE QUESTIONNAIRE</u></b></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? <input type="checkbox"/> Yes <input type="checkbox"/> No 8b. Has work ever been completed by performance bond? <input type="checkbox"/> Yes <input type="checkbox"/> No 8c. Did you look at the project site(s) on-the-ground? <input type="checkbox"/> Yes <input type="checkbox"/> No 8d. If "Yes" to either item 8a. or 8b., specify location(s) and reason(s) why:	

**EXPERIENCE QUESTIONNAIRE CONTINUED**

9. Employees and equipment that will be available for this project:
- a. (1) Minimum number of employees: \_\_\_\_\_ and (2) Maximum number of employees: \_\_\_\_\_
  - b. Are employees regularly on your payroll:  Yes  No
  - c. Specify equipment available for this contract: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
  - d. Estimate rate of progress below (such as 2.0 acres/man/day):  
 (1) Minimum progress rate: \_\_\_\_\_ and (2) Maximum progress rate: \_\_\_\_\_

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

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

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

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

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