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B - Schedule of Items

B-1 SCHEDULE OF ITEMS

Pay Item	Description	Method of Measurement	Pay Unit	Estimated Quantity	Unit Price	Total Price
A.	DSR-857-1.7-McKenzie Ranger District Section 8-149-97					
151.01	Mobilization	LS	LS	1	\$	\$
204.01	Excavation and Embankment	CQ	CY	1475	\$	\$
204.01	Topsoil Placement	CQ	CY	75	\$	\$
301.02	Untreated Aggregate Courses	CQ	CY	70	\$	\$
303.01	Road Reconditioning	CQ	LS	0.15	\$	\$
					TOTAL	\$

Method of Measurement

CQ – Contract Quantity

CY – Cubic Yard

LS – Lump Sum

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

- 1.01.1 Scope of Work. This project is for the repair of Road 857 on the McKenzie Ranger District, Dakota Prairie Grasslands. The services required by this contract are for furnishing all labor, equipment, supervision, transportation, operating supplies, and incidentals necessary to accomplish the repair of the road indicated herein in compliance with the terms, conditions, specifications, and provisions of the contract.
- 1.02 Project Location. This project is located on the McKenzie Ranger District of the Dakota Prairie Grasslands. The road requiring repair on the McKenzie Ranger District is Road 857 in Section 8-T149N-R97W.
- 1.03 Pre-Bid Tour. No pre-bid tour will be conducted; however, bidders are encouraged to visit the project. For additional information contact Kevin Sullivan at the McKenzie Ranger District. Phone 701-842-2393.
- 1.04 Price Range. Government estimate under \$25,000.00.
- 1.05 Estimated Start Date/Period of Performance. It is estimated that work will begin September 30, 2012 for all sites. Work shall be completed by July 1, 2013.
- 1.06 Government furnished materials. N/A
- 1.07 Work Scheduling. The Contractor shall supply a work schedule before starting the project. The Contractor shall notify the Contracting Officer, 24 hours in advance of changes in their proposed work schedule.
- 1.08 Transportation of Equipment. The transportation of equipment to and from the job shall be included in the mobilization specification.

C-2 - SPECIAL PROJECT SPECIFICATIONS

The following Special Project Specifications are applicable to this contract and are physically included:

SPS 101	Terms, Format & Definitions	3/11 DPG
SPS 102-108	General Requirements	3/11 DPG
SPS 109	Measurement and Payment	3/11 DPG
SPS 155	Schedules for Construction Contracts	3/11 DPG
SPS 156	Public Traffic	7/12 DPG
SPS 203	Removal of Structures and Obstructions	3/11 DPG
SPS 204	Excavation & Embankment	3/11 DPG
SPS 209	Structure Excavation, Backfill	7/12 DPG
SPS 301	Untreated Aggregate	7/12 DPG
SPS 303	Road Reconditioning	3/11 DPG
SPS 625	Turf Establishment	7/12 DPG

C-3 - STANDARD SPECIFICATIONS

“Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-03” (2003) are included in this solicitation by reference only. The requirements contained in these Specifications are hereby made part of this solicitation and any resultant contract. The “Standard

Specifications for Construction of Roads and Bridges on Federal Highway Projects FP-03” (2003) are available electronically from the Federal Highways website:

<http://www.wfl.fha.dot.gov/design/specs/fp03.htm>

The current version of the FP-03 is out of print and Federal Highways does not plan on printing more

The following Standard Specifications are applicable to this contract:

101	Terms, Format, and Definitions
103-109	General Requirements
151	Mobilization
204	Excavation and Embankment
301	Untreated Aggregate Courses
303	Road Reconditioning

Note: Any additional specifications referenced in the above specifications are also applicable to this contract.

C-3 - PROJECT DRAWINGS

<u>Sheet No.</u>	<u>Description</u>
1	Title Sheet
2	Summary of Quantities
3	Project Area Map
4	Drawings
5	Construction notes

SPECIAL PROJECT SPECIFICATION

Preface

Delete all but the first paragraph and add the following:

The Forest Service, US Department of Agriculture has adopted FP-03 for construction of National Forest System Roads.

101 - Terms, Format, and Definitions

101.01 Meaning of Terms

Delete all references to the TAR (Transportation Acquisition Regulations) in the specifications.

101.04 Definitions.

Delete the following definitions and substitute the following:

Bid Schedule--The Schedule of Items.

Contractor--The individual or legal entity contracting with the Government for performance of prescribed work.

Right-of-Way--A general term denoting (1) the privilege to pass over land in some particular line (including easement, lease, permit, or license to occupy, use, or traverse public or private lands), or (2) Real property necessary for the project, including roadway, buffer areas, access, and drainage areas.

Add the following:

Adjustment in Contract Price--“Equitable adjustment,” as used in the Federal Acquisition Regulations, or “construction cost adjustment.”

Change--“Change” means “change order” as used in the Federal Acquisition Regulations, or “design change” as used in the Timber Sale Contract.

Design Quantity--“Design quantity” is a Forest Service method of measurement from the FS-96 *Forest Service Specifications for the Construction of Roads and Bridges*. Under these FP specifications this term is replaced by the term “Contract Quantities”.

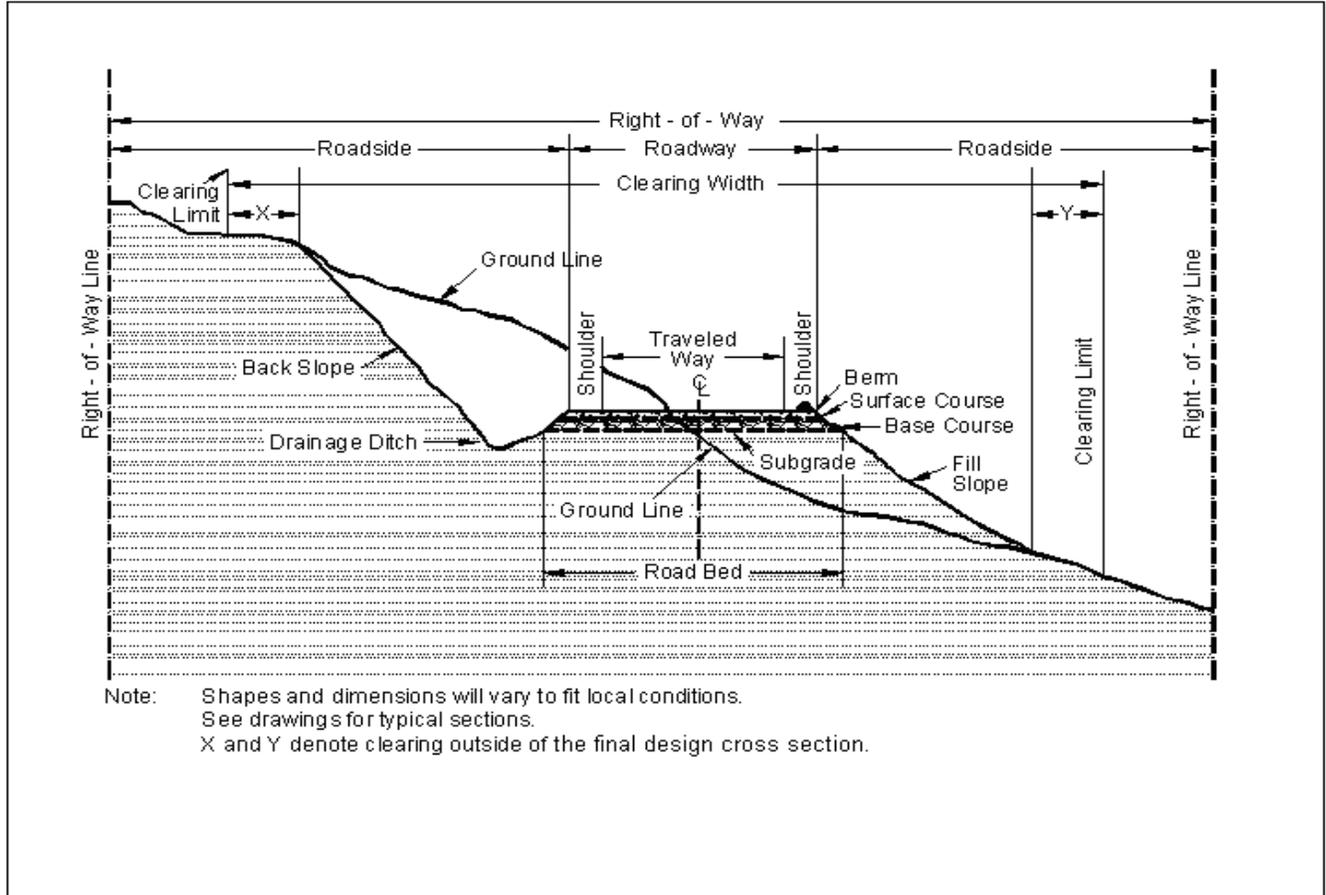
Forest Service--The United States of America, acting through the Forest Service, U.S. Department of Agriculture.

Neat Line--A line defining the proposed or specified limits of an excavation or structure.

Schedule of Items--A schedule in the contract that contains a listing and description of construction items, quantities, units of measure, unit price, and amount.

Add Figure 101-1—Illustration of road structure terms:

Figure 101-1—Illustration of road structure terms.



102 - Bid, Award, and Execution of Contract

Delete Section 102 in its entirety.

103 - Scope of Work

Delete all but subsection 103.01 Intent of Contract.

104 - Control of Work

Delete Sections 104.01, 104.02, and 104.04.

Add the following subsection:

104.06 Use of Roads by Contractor

The Contractor is authorized to use roads under the jurisdiction of the Forest Service for all activities necessary to complete this contract, subject to the limitations and authorizations designated in the Road Order(s) or described in the contract, when such use will not damage the roads or national forest resources, and when traffic can be accommodated safely.

105 - Control of Material

Delete Subsection 105.02.

106 - Acceptance of Work

Delete subsection 106.07.

107 - Legal Relations and Responsibility to the Public

107.05 Responsibility for Damage Claims.

Delete the entire subsection.

107.06 Contractor's Responsibility for Work.

Delete the following from the first paragraph.

“except as provided in Subsection 106.07”.

107.09 Legal Relationship of the Parties.

Delete the entire subsection.

107.10 Environmental Protection.

Add the following:

Design and locate equipment repair shops, stationary refueling sites, or other facilities to minimize the potential and impacts of hazardous material spills on Government land.

The Contractor is solely responsible for all spills or leaks that occur during the performance of this contract. Clean up spills or leaks to the satisfaction of the CO and in a manner that complies with Federal, state, and local laws and regulations.

108 - Prosecution and Progress

Delete Section 108 in its entirety.

109 - Measurement and Payment

Delete the following entire subsections:

109.06 Pricing of Adjustments.

109.07 Eliminated Work.

109.08 Progress Payments.

109.09 Final Payment.

109.02 Measurement Terms and Definitions.

(b) Contract quantity.

Add the following:

Contract quantities will be adjusted only when there are errors in the original design of 15% or more.

Change the following:

“(b) Cubic yard” to “(c) Cubic yard”.

155 - Schedules for Construction Contracts

Delete Section 155 in its entirety.

156 – Public Traffic

156.03 Accommodating Traffic During Work.

Delete the following from the last paragraph:

According to Subsection 106.07(b)

Add the following project specific requirements:

The Contractor will be allowed to close Road No. 838 during construction. It is the responsibility of the Contractor to schedule delivery of materials, equipment and all necessary supplies to the site, to ensure that the culvert can be substantially completed within the above specified contract time. The Contractor shall give the COR at least two weeks advanced written notice prior to any road closure. The Contractor shall be responsible for providing, installing, maintaining, and removal of warning signs and type 3 barricades required for the road closure period. At the Contractor's written request, traffic delays up to one hour will be approved should the project work necessitate short traffic delays outside the closure period. Road closure shall be coordinated with McKenzie County Road Department.

Contractor shall provide and install two road closed ahead signs for the duration of the project. The road closed signs are to be placed ¼ mile on each side of the project or at the nearest turn around point.



156.08 Traffic and Safety Supervisor.

Delete this subsection in its entirety.

156.09 Measurement and Payment

Separate measurement shall not be made and payment for this item shall be considered incidental to other items.

Section 204 - Excavation and Embankment

204.01 Description

Quantities for this item include topsoil removal, salvaging surfacing, slump repair, embankment construction and roadway inslope shaping.

204.04 Preparation for Roadway Excavation and Embankment Construction. Clear the area of vegetation and obstructions.

204.10 Embankment Construction

(a) General.

Delete the third paragraph and add the following:

Compact embankment layers for road fill with hauling equipment as construction progresses by **Compaction Method D.**

204.11 Compaction

Delete the first paragraph and replace it with the following:

For compaction method D, no sieve test is required.

Add the following compaction method:

(D) Layer Placement Method - (Hauling and Spreading Equipment). Place material in 12” maximum layers as needed for operation of spreading equipment. Level and smooth each embankment layer before placing the next layers. Operate hauling and spreading equipment uniformly over the full width of each layer. Construct a solid embankment with adequate compaction by working smaller rock and fines in with the larger rocks to fill the voids and by operating hauling and spreading equipment uniformly over the full width of each layer as the embankment is constructed.

204.13 Sloping, Shaping, and Finishing

(a) Sloping.

Add the following:

Slope rounding is not required on construction tolerance class **E** roads.

Delete section (d) and add the following:

(d) Finishing. Remove all rock larger than six (6) inches from the top six (6) inches of the subgrade, finish the roadbed to be smooth and uniform, and shape to conform to the typical sections. Remove unsuitable material from the roadbed and replace it with suitable material. Finish roadbeds to the construction **tolerance class E.**

Ensure that the subgrade for the roads is visibly moist during shaping and dressing. Bring low sections, holes, cracks, or depressions to grade with suitable material. Maintain proper ditch drainage.

204.14 Disposal of Unsuitable or Excess Material

Delete the text of the first paragraph:

Table 204-1 Sampling and Testing Requirements.

Add the following note to the table:

(2) Using compaction **Method (D)**, AASHTO M 145, T 99, T 180, and T 310 are not required for earth embankment test methods.

204-2—Construction Tolerances: Tolerance

Class E allowable maximum deviations are:

- **Roadbed width** - maximum deviation shall be **+1.0 foot**
- **Subgrade elevation** - maximum deviation shall be **+0.5 feet**
- **Slopes, Excavation & Embankment (% slope)** – maximum deviation shall be **+ or – 5%**

301 - Untreated Aggregate Courses

301 Title Change

Change the title to: Section 301 - Aggregate Courses

301.01 Description

Add the following:

The quantity listed in the Schedule of Items is for surfacing **4” (four inches) depth compacted in place**. Additional material shall be required to compensate for the compaction factor. The contractor shall furnish, deliver, spread and compact the material in accordance to the plans, drawings, special project specifications and specifications. The regraded portion(s) of NFSR #857 shall have a subgrade final inspection and be accepted by the Engineer prior to placing and compacting of aggregate. Pay Item 301 shall be for this work in its entirety and no separate measurement shall be made.

301.02 Material

Replace with the following:

The material supplied shall conform to and testing verification submitted to the FS before use on the project for shall be erionite free.

The material shall conform to the following gradation. Gradation analysis shall be submitted to the FS for approval prior to delivering material to the project.
 Specification Requirements for Modified Class 5 Aggregate

Sieve Size Percent Passing	Aggregate Mod. Class 5
1”	100%
3/4”	90-100%
No.4	35-70%
No.30	16-40%
No.200	10-17%
Shale	12% Max
L.A Abrasion	50%
Plasticity Index	-
Fractured Faces	10%

301.03 General

Add the following:

Request written approval by the Engineer of the roadbed a minimum of forty-eight (48) hours before the placing of aggregate.

301.04 Mixing and Spreading

Delete the first sentence of the first paragraph and add the following:

Spread the aggregate in a uniform layer, with no segregation of size, and to a loose depth that will provide the required compacted thickness. Route and distribute leveling equipment over the width and length of each layer.

301.05 Compacting

Delete and replace with the following:

Compact each layer full width. Roll from the sides to the center, parallel to the centerline of the road. Compact the aggregate with the following method specified:

Compaction B: Operate equipment and compact as specified in 204.11

For all compaction methods, blade the surface of each layer during the compaction operations to remove irregularities and produce a smooth, even surface.

301.06 Surface Tolerance

Delete the first paragraph and add the following:

Thickness and Width requirements:

The maximum variation from the compacted specified thickness is ½ inch. The compacted thickness shall not be below the specified thickness and the average thickness of two (2) random measurements for the road segment is within + 1/2 inch of the specified thickness.

The maximum variation from the specified width will not exceed +12 inches at any point.

301.09 Measurement.

Replace the second paragraph with the following:

Measure aggregate by cubic yard compacted in place when payment is by contract quantities.

301.10 Payment

Delete the following:

adjusted according to Subsection 106.

Section 303 - Road Reconditioning

303.01 Description

Delete and add the following:

This work consists of reconditioning identified areas the roadbed, shoulders and inslopes as staked by the Forest Service and according to the typical sections of existing National Forest System Road 857.

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 30, 2012 to July 1, 2013.

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 52.219-6 Notice of Total 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. ND120015, dated 01/06/2012

Attachment 2: Experience Questionnaire

Attachment 3: Summary of Quantities

Attachment 4: Road Log

Attachment 5: 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 **237310 – Highway, Street, and Bridge Construction**.

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

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: **237310 – Highway, Street, and Bridge Construction**
- Size Standard: **\$33.5 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 **237310 – Highway, Street, and Bridge Construction** 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 – **4.4%**

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 **McKenzie County, North Dakota**.

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. For site information please contact Kevin Sullivan, Civil Engineering Technician, Dakota Prairie Grasslands at 701-847-2393 ext. 23.

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: ND120002 01/06/2012 ND2

Superseded General Decision Number: ND20100002

State: North Dakota

Construction Type: Highway

Counties: North Dakota Statewide.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012

ELEC0714-002 07/01/2009

ADAMS, BILLINGS, BOTTINEAU, BOWMAN, BURKE, BURLIEGH, DIVIDE, DUNN, EMMONS, GOLDEN VALLEY, GRANT, HETTINGER, MCHENRY, MCKENZIE, MCLEAN, MERCER, MORTON, MOUNTRIAL, OLIVER, PIERCE, RENVILLE, ROLLETTE, SHERIDAN, SOIUX, SLOPE, STARK, WARD, & WILLIAMS COUNTIES:

	Rates	Fringes
ELECTRICIAN		
CABLE SPLICER.....	\$ 34.46	11.66
ELECTRICIAN.....	\$ 34.06	11.61

 ELEC0714-003 10/01/2009

LINE CONSTRUCTION:

	Rates	Fringes
Line Construction		
CABLE SPLICER.....	\$ 31.16	29.5%+4.75
GROUNDMAN.....	\$ 18.70	29.5%+4.75
LINE EQUIPMENT OPERATOR.....	\$ 28.04	29.5%+4.75

LINEMAN.....\$ 31.16 29.5%+4.75

 * ELEC1426-002 06/01/2011

BARNES, BENSON, CAVALIER, DICKEY, EDDY, FOSTER, GRAND FORKS,
 GRIGGS, KIDDER, LAMOURE, LOGAN, MCINTOSH, NELSON, PEMBINA,
 RAMSEY, RANSOM, RICHLAND, SARGENT, STEELE, STUTSMAN, TOWNER,
 TRAILL, WALSH, & WELLS COUNTIES:

	Rates	Fringes
ELECTRICIAN		
CABLE SPLICER.....	\$ 26.68	11.07
ELECTRICIAN.....	\$ 25.41	10.92

 ENGI0049-001 10/01/2011

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 22.75	12.85
GROUP 2.....	\$ 21.85	12.85
GROUP 3.....	\$ 21.60	12.85
GROUP 4.....	\$ 21.45	12.85
GROUP 5.....	\$ 20.60	12.85
GROUP 6.....	\$ 19.30	12.85

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: All Cranes 60 tons and over, Cranes doing piling, sheeting, dragline/clam work, Derrick(Guy & Stiff), Gentry Crane Operator, Helicopter Operator, Mole Operator or Tunnel Mucking Machine, Power Shovel 3-1/2 CY. and over and Traveling Tower Crane.

GROUP 2: All Cranes 21 tons and up to 59 tons, Backhoe Operator 3 CY. and over, Creter Crane, Dredge Operator 12' and Over, Equipment Dispatcher, Finish Motor Grader, Front End Loader Operator 8 CY. and over, Master Mechanic (When supervising 5 or more Mechanics), Mon-o-rail Hoist

Operator, Power Shovel up to and including 3-1/2 CY. and Tugboat.

GROUP 3: Cranes 20 tons and under, Asphalt Paving Machine Operator, Asphalt Plant Operator, Automated Grade Trimmer, Backhoe Operator 1 CY. up to and including 2-1/2 CY., Boom Truck Hydraulic (8 Tons & over), Cableway Operator, Concrete Batch Plant Operator (electronic or manual), Concrete Mixer Paving Machine Operator, Concrete Paver-Bridge Decks, Concrete Pump, Concrete Spreader Operator & Belt Placer, Crushing Plant Operator, Dozer Operator, Dredge Operator or Engineer 11'' and under, Drill Rigs, Heavy Duty Rotary or Chum or Cable Drill, Front End Loader (3-1/2 CY. up to and including 7-1/2 CY.), Gravel Washing & Screening Plant Operator, Locomotive, all types, Mechanic or Welder (heavy duty), Motor Grade Operator, Pavement Breaker (Non-Hydro Hammer type, Pipeline Wrapping, Cleaning & Bending Machine Operator, Power Actuated Auger and Horizontal Boring Machine Operator 6'' and over, Refrigeration Plant Engineer, Roto Milling Machine (Surface Planer) 43'' & over, Scraper Operator, Slip Form Concrete Paving Operator, Tandem Pushed Quad 9 or similar, Tractor with Boom Attachment, Trenching Machine- 100 HP. and over.

GROUP 4: Articulated/Off Road Hauler, Asphalt Dump Person, Asphalt Paving Screed Operator, Backhoe - up to and including 1/2 CY., Console Board Operator, Distributor Operator (Bituminous), Forklift Operator, Front End Loader- 1-1/2 CY. up to and including 3 CY., Grade Person, Gravel Screening Plant Operator (not Crushing or Washing), Greaser, Lazer-Screed Operator, Longitudinal Float and Spray Operator, Motor Grade Operator-Hual Roads, Paving Breaker- Hydro Hammer Type, Pugmill Operator, Push Tractor, Roller, Steel & Rubber on Hot Mix Asphalt Paving, Rotomill Machine (Surface Planer), up to and including 42'', Sand and Chip Spreader, Self-propelled Sheepsfoot Packer with or without Blade attachment, Self-propelled Traveling Soil Stabilizer, Sheepsfoot Packer with Dozer attachment- 100 HP and over, Shouldering Machine, Slip Form, Curb & Gutter Operator, Tamping Machine Operator, Tie Tamper and Ballast Machine, Trenching Machine Operator- 46 HP up to and

including 99 HP, Truck Mechanic, Well Points, Tub Grinder.

GROUP 5: Boom Truck- A- Frame or Hydraulic 2 tons up to and including 7 tons, Broom-Self propelled, Concrete Saw (Power Operated), Front End Loader Operator, less than 1-1/2 CY., Mobile Cement Mixer, Power Actuated Auger & Horizontal Boring Machine Operator up to and including 5", Roller, on other than Hot Mix Asphalt Paving, Oilers, Vibrating Packer Operator (Pad Type) Self-propelled, Water Spraying Equipment-Self Propelled.

GROUP 6: Brakeman or Switchman, Curb Machine Operator (Manuel), Dredge or Tugboat Deckhand, Drill Truck Gravel/Testing Operator, Form Trench Digger (Power), Gunite Operator Gunall, Paint Machine Striping Operator, Pick-up Sweeper, 1CY. & over Hopper Capacity, Scissor Jack-Self Propelled Platform Lift, Straw Mulcher and Blower, Stump Chipper Operator, Tractor Pulling Compaction or Aerating Equipment, Trenching Machine Operator- up to and including 45 HP.

 * SUND2002-001 09/08/2010

	Rates	Fringes
Electrician		
Cass County.....	\$ 14.72	3.40
CARPENTER.....	\$ 23.50	3.65
Cement Mason/Finisher.....	\$ 23.50	3.65
Laborers:		
GROUP 1:.....	\$ 16.40	
GROUP 2.....	\$ 16.65	
GROUP 3.....	\$ 16.80	
GROUP 4.....	\$ 17.55	

LABORERS CLASSIFICATIONS

GROUP 1: General Construction Laborers: Sack Shaker (cement

and mineral filler): Pipe Handler: Drill Runner Tender:
 Salamander Heater and Blower Tender, Light truck, Pickup
 Driver, Flaggers and Pilot Car Drivers.

GROUP 2: Semi Skilled Laborer: Bulk Cement Handler: Conduit
 Layer, Telephone or Electrical: Form Setter (pavement): Gas
 Electric or pneumatic tool operator: Chipping Hammer,
 Grinders and Paving Brakers (tamper-drit) Concrete Vibrator
 Operator: Chain Saw Operator: Concrete Saw Operator:
 Concrete Curing Man (not water): Bituminous worker
 (Shoveler, Dumper, Raker and Floated): Kettleman
 (bituminous or lead): Concrete Bucket Signlman: Power Buggy
 Operator: Brick and Mason Tender: Multiplate Pipelayer:
 Culvert Pipe Layers: Concrete Finishers Tender. Carpenters
 Tenders.

GROUP 3: Caisson Worker: Bottom Man (sanitary sewer, storm
 sewer water and gas liners): Concrete Mixer Operator (one
 bag capacity): Mortar Mixer.

GROUP 4: Pipe Layers (sanitary sewer, storm sewer, water and
 gas lines): Drill runner (includes Wagon Churn or Air
 Track) Powderman, Gunitite and Sandblast, Nozzleman,
 Reinforcing Steel Setters/Tiers.

 * TEAM0638-002 10/01/2011

	Rates	Fringes
TRUCK DRIVER		
Euclid over 20 yds.....	\$ 24.02	10.40
Single Axle Trucks.....	\$ 22.07	10.40
Tandem Tri Axle Semi, Low Boy and Off Road Heavy Duty End Dumps 20 yds & under.....	\$ 22.50	10.40
Tandem Tri Axle Trucks.....	\$ 22.19	10.40

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

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

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

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END OF GENERAL DECISION

Attachment 2: Experience Questionnaire

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

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

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

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

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

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

EXPERIENCE QUESTIONNAIRE CONTINUED

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

- a. (1) Minimum number of employees: _____ and (2) Maximum number of employees: _____
- b. Are employees regularly on your payroll: [] Yes [] No
- c. Specify equipment available for this contract: _____

- d. Estimate rate of progress below (such as 2.0 acres/man/day):
 (1) Minimum progress rate: _____ and (2) Maximum progress rate: _____

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

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

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

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

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

Attachment 3: Summary of Quantities

ITEM NO.	DESCRIPTION	METHOD OF MEASUREMENT	UNIT	QUANTITY
A.	DSR 857-1.7- McKenzie Ranger District NESW 8-149-97			
151.01	Mobilization	LS	LS	1
204.01	Excavation and Embankment	CQ	CY	1475
204.01	Topsoil Placement	CQ	CY	75
301.01	Untreated Aggregate Courses	CQ	CY	70
303.01	Road Reconditioning	CQ	LS	0.15

Attachment 4: Road Log

Road Log

County Road #37-West line of section 7, T149N R97W; East on road 857 1.3 miles to start of project.

Mile Post (MP) 0.0 start reconditioning of roadway. Fill in wash out west side of roadway.

MP 0.1 Install water bar with runoff ditch to exit west of roadway; +75 feet Install water bar to exit to the east side of road; +150 feet install water bar to exit east at top of road grade rise.

MP 0.15 End of road reconditioning.

MP 0.2 Existing metal gate +300 feet first slump (+ or -75 feet long), remove slump(160 Yards); save topsoil (15 yards); restore road template back to original grade; +400 feet- remove second slump 150 feet long (625 yds) topsoil (30 yards); restore road to grade with turnout full width for 50 feet with tapers; reconstruct fill slope by benching with slump material; +600 feet third slump 125 feet long (690 yards) topsoil (30 yards); restore road grade by increasing fill height on existing road bed to the east.

Construct typical 3:1 ditch one foot deep from first slump to 100 feet past end of last slump.

Construction Notes: Road 857

1. Recondition first 0.15 mile of road to reestablish road template. Fill in washout on west side of road. Establish three water bars 75 feet apart and run-out ditches as staked on the ground.
2. Remove topsoil from the slump areas to be removed by the project.
3. Reconstruct cut/fill slopes to the slopes as shown on the drawings or as staked. Fill slope to be constructed with local material from the excavated areas. Road grade to be restored to original grade before slump conditions. Excess material shall be drifted ahead east of last slump. Raise road grade as needed to use up slump material in roadbed.
4. Construct 3:1 ditch, one foot deep, MP 0.1-0.15 and from gate to east of the project as staked.
5. Replace topsoil on the cut slopes first, then the other disturbed areas.
6. Surface repaired road surface area with Class 5 aggregate, 4" compacted depth x 400 feet x 12 feet wide.
7. Seeding of all disturbed areas with native seed shall be done by others.