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B - Schedule of Items

Derby Fire Fence Construction – Part III
 Gallatin National Forest
 Yellowstone Ranger District - Big Timber Office
 Sweet Grass County, Montana

Item No.	Description	Method of Measure	Pay Unit	Qty.	Unit Price	Total Price
01	Deer Creek Station Jackleg Fence	AQ	Foot	450	\$_____	\$_____
01A	Deer Creek Station Wire Fence	AQ	Foot	100	\$_____	\$_____
02	Upper Deer Division Fence	AQ	Foot	2,112	\$_____	\$_____
03	Blind Bridger/Bad Canyon Boundary Fence and Blind Bridger Drift Fence (95% Complete)	LS	Lump Sum	1	N/A	\$_____
04	Mobilization	LS	Lump Sum	1	N/A	\$_____
	Total Quote					\$_____

Method of Measure – AQ = Actual Quantity
 Method of Measure - LS = Lump Sum
 Award will be made by factors per section M

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.

Vendor shall be registered in Systems for Awards Management, www.sam.gov, prior to award (system replaces CCR/ORCA/EPLS).

Price quotation furnished by:

Name _____ Phone (____) _____

Address _____ FAX (____) _____

_____ E-mail _____

DUNS # _____

C - Statement of Work

C-1 - PROJECT DESCRIPTION AND LOCATION

Scope of Contract. The work consists of fence construction/removal and clearing burnt trees on the Yellowstone Ranger District (formerly Big Timber Ranger District), Gallatin National Forest. Work includes furnishing all labor, support functions, equipment, supervision, transportation, necessary for fence construction and associated work specified herein. The Government will furnish the fencing materials necessary to complete the project(all steel fence posts, barbed and smooth wire, staples, nails, and all treated wood posts. The Government will also be responsible for the delivery of said materials to the project sites.

Although the Government will make every effort to have everything needed for each item on site, the contractor may be required to furnish incidentals for the successful completion of the project.

(a) - All work shall be completed and finished to industry standards and shall be in compliance with the terms, specifications, and provisions of this contract. Work includes but is not limited to the tear down of the old fence, clearing of trees, construction of new fences and incidental work as needed. All motorized equipment used will be in good mechanical condition and operated by competent operators, experienced in performing the work required.

(b) - Project Location. The project is located within the burned area of the Derby Fire and Jungle Fire on the Big Timber Ranger District, Sweet Grass County, Montana. Big Timber is located on Interstate 90, 60 miles east of Bozeman, MT.

(c) - Access to Fences - Refer to Technical Specifications #4 - Fence Description and Location. Several sites will require access through private land. Permission for access will be arranged by the Forest Service.

Contractors shall call Jeff Hiedeman (406-587-6738) prior to visiting project sites to assure they are accessible. Project sites may be inaccessible due to high water, snow or spring breakup on roads.

(d) -Price Range. Under \$25,000.

(e) -Pre-Bid Meeting. There will be no pre-bid meeting.

(f) -Pre-Bid Tour. There will be no scheduled pre-bid tour. Directions to the sites will be furnished as requested and GPS locations are included in Technical Specifications #4.

Call Sherri Renck, Big Timber District for more information about site access and locations. She can be reached at 406-823-6084 during normal business hours.

The pictures provided as attachments are for general information only. Site visits by interested contractors are strongly recommended prior to submitting a bid.

(g) -Technical Contact. For technical questions call Jeff Hiedeman, Bozeman, MT, at 406-587-6738.

(h) -Start of Work. It is anticipated that work will begin approximately August 1, 2013.

(i) -Contract Time. Work shall be completed by September 30, 2013.

C-2 - GENERAL SPECIFICATIONS

(a) - Existing Facilities. In addition to the requirements of the Use of Premises Clause, AGAR 452.236-70, all existing facilities such as signs, bridges, trail prisms, drainage structures, and etc. damaged by the Contractor shall be replaced or repaired by the Contractor at no additional cost to the Government.

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

(c) - Noxious Weed Control. In order to prevent the potential spread of noxious weeds the Contractor shall be required to furnish proof of weed-free equipment. This cleaning shall remove all dirt and plant parts and material that may carry noxious weed seeds into the construction area. All subsequent move-ins shall be treated the same as the initial move-in. Prior to move-in the contractor shall make equipment available for Forest Service inspection at an agreed location. Any stock will be fed certified feed at least 3 days before use on N.F. lands.

C-3 - TECHNICAL SPECIFICATIONS

1. FENCE REMOVAL

Wood material from the removed fences shall be handled as follows. Wire and staples are to be removed from the posts and braces. Posts may be cut off at ground level and posts and other wood materials may be stacked and left on site. All wire rolls, staples, t-posts, angle iron and other metal is to be separately piled neatly alongside the stacked wood for disposal by the FS at its convenience.

2. GUIDELINE FOR FENCELINE CLEARING

Directionally fall all burned trees away from within 30 feet of the fence line. This distance is required at the ends of the fence line also. All trees are to be cut – not pushed over or uprooted.

At any Forest Service approved mechanized access points off Forest Service designated roadways and trails contractor shall pull brush, branches or logs across the first 50 feet to make the fence line inaccessible to motorized vehicles.

Small trees (less than 3" diameter) may be left in place if they would not damage the fence if they fell. Leaning trees beyond 30 feet shall also be cleared, if they are likely to fall on the fence line.

Lop branches of felled trees so the boles are close to the ground (no more than 3 feet off the ground).

Stump height shall be less than 6 inches.

Green trees may be limbed, but not felled. Trees that have fallen or blown down do not have to be cleared. These trees should be limbed and bucked wide enough to allow work to proceed on the fence.

3. FENCE CONSTRUCTION

a. Materials for Fence Construction – No salvaged materials from the old fence removal shall be used or incorporated into the new fence.

Although the fencing materials are provided for the completion of this project, incidental supplies may also be needed as part of normal fence construction.

b. Specifications

All specifications refer to the attached drawings. Supplemental information may be found in the 1990 technical report “Specifications for Range Improvement”, located on the web site below:

http://www.fs.fed.us/pnw/publications/pnw_gtr250/pnw_gtr250a.pdf

Wire Fence

The fence shall be a traditional four-wire, barbed wire fence, posts on 16.5 foot centers with a single wooden brace every 500 feet or more often as dictated by terrain, with double wrapped, barbless wire as the bottom wire. There will be no stays. (See Fence Drawing).

One wood post shall be used every 150 feet in place of a steel post to further help strengthen the fence. Wood post depth for braces is 3 foot minimum, wood post depth for in-line posts is 2 foot minimum, all steel t-posts shall be driven into past the flange. All low dips shall be anchored. No dips shall use angled T-posts as anchors.

No wires shall be stapled or in any way attached to neither live nor dead trees, nor will any tree be used as a post.

Treated jackleg with wire is acceptable where it is impossible/impractical to pound or drill a metal post. Jackleg fence in this case shall follow the specifications for jackleg fence with the exception that wire will be used in place of the rails.

Drilling/grouting, rock cribs, or angle iron assemblies are also acceptable where the ground prevents the driving of both metal or wood posts.

Wire Spacing

Wire spacing for the four-wire fence shall be 14 inches, 22 inches, 32 inches and 42 inches as measured from the ground. (See Fence Drawing). The top three wires shall be barbed wire and the bottom wire shall be smooth wire to allow for safer wildlife passage.

Braces

Adequate bracing is required. There will be at least one 8’ (eight foot) wooden in-line brace every 500 feet, or more often as dictated by terrain. A three post, eight foot per side, wooden brace will be used at fence corners. A two post, eight foot per side wooden brace will be used at all gates and line ends. See Fence Drawings.

Crossings and Gates

Road crossings require a 16 foot four-wire gate with 8 foot, single H-brace on each side. Trail gates can be 6, 8, 10, or 12 feet wide, depending on the terrain and needs, with 8 foot, single H-braces on each side.

Creek Crossings consist of one wooden H-brace on each side of the creek and a break-away creek crossing (See Crossings Drawing).

All low dips shall be anchored.

Jack Leg Fence, Slide rail gates

See Jack Fence and Jack Drawings.

Drift Fence –a drift fence (*hazing fence*) – is a fence that ends at a natural barrier, such as a steep slope, dense forest or rock.

4. FENCE LOCATION, DESCRIPTION AND ACCESS

Fence lines, either existing fence or extensions will be flagged at the start/stop points by the Forest Service. The location of fence lines shown on enclosed maps is approximate in actual length and orientation.

Item 01 and Item 01A - Deer Creek Station Fence – Wooden jack and pole, Deer Creek Station - Wire Fence.

GPS Location: N45° 35.714', W109° 53.964'

Description: This fence is located in the bottom of Lower Deer Creek and is designed to keep cattle from going into the meadow around the Deer Creek rental cabin and further upstream. The old fence and pole is still partly up but will require total removal and reconstruction as a jack and pole style. This is currently a wire fence and jack and pole corral. The surrounding area and a portion of this fence were burnt in the 2006 Derby Fire.

Unburned portions of this fence are in poor to fair condition.

Access: The original trail, and most direct route, into the cabin was washed out by floods in 2011. Current access is by pickup truck up the West Bridger Road to Jims Gulch Trailhead, then pack in by trail 4-5 miles to the cabin. Depending on the dates, the cabin may be available for overnight stay during construction.

The fence shall be reconstructed in jack and pole style, using treated material. (See attachments Jack Fence and Jacks Drawings)

Length of existing fence: 300 feet

Extension needed: 150' of jack leg and 0.019 mile of wire fence (100 feet towards the west).

Gates, corners, creek crossings: One wire gate, 8 feet wide.

Tree clearing: Light

Item 02 - Upper Deer Division Fence – 4 wire fence

Location: T2S, R14E, Section 13

GPS Location: N45°39.528' W109°56.882' Elevation 4848

Description: This fence is located along the bottom of Upper Deer Creek. Fence may be partially burned.

Access: Access is up the Iron Mountain Road, then across private land down to the creek. From the creek, access is by horse packing or hiking up the creek to the fence. The fence may also be accessed through private land off the Red Mountain Jeep Trail to the Forest boundary, then down the boundary fence ½ mile to the Upper Deer Division Fence. (No photo available.)

Length of existing fence: 0.4 miles

Extension needed: None

Gates, corners, creek crossings: One ten foot wire trail gate
Three corners

One creek crossing

Tree clearing: Light

Item 03 - Blind Bridger/Bad Canyon Boundary Fence and Blind Bridger Drift Fence

Location: T3S, R15E, Section 22 & 23

GPS Location: N45°33.743' W109°50.786' Elevation 6561

This item is estimated to be 95% complete.

Description: These fences are designed to keep cattle from going over the ridge from either side. It is relatively level but soils are shallow and rocky in places. Most of the work has been completed except for the items listed below. The majority of the work (except as noted below) was completed in the late summer of 2010.

Description of needed work to complete this item.

A: Anchors (deadmans) installed on existing posts(less than 6 needed).

B: Some felled trees are greater than 3' off the ground. Limbing will be required.

C: Rock cribs, or other approved post installation alternatives, are not installed where the ground was too rocky to install wood posts. There are 10 of these.

A and C above may require the fence to be restretched after the needed work is completed.

Access: Access is by pickup on the Main Bridger Road to the end of the road. It may be possible to access this by ATV from the end of the road but ATV access is not known at this time. ATV access would be minimized to bringing materials up to and staging them in location along the ridge. The ridge is open and gently rolling.

Length of existing fence: 2.0 miles

MEASUREMENT AND PAYMENT

METHOD OF MEASUREMENT

A mile consists of 5,280 feet of actual new fence construction, authorized and staked (marked) by the Government. All other work associated with it and described in the contract is considered incidental to the new fence construction.

(a) Move-in/Move-out. The move-in/move-out allowance will be paid for moving all fully operated equipment, support equipment, and personnel to the point of hire, complete and ready to work, and from the point of release. No move-in will be paid for replacement equipment or personnel. Payment for move-in/move-out allowance will be at a rate of half the lump sum with the first partial payment and half the lump sum with the final payment.

(b) Moving Between Job Locations. Moving of equipment and personnel between job locations shall be at Contractor's expense.

BASIS OF PAYMENT

AQ for payment by the foot will be based upon a taped measurement of the completed item to the nearest whole linear foot. Required clearing and old fence removal/disposal, gates, braces, in-line posts, dips and crossings will be considered incidental to the new fence construction.

D - Packaging and Marking

{For this solicitation 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) - Alternate I (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **September 30, 2013**. The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by **August 1, 2013**. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

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 scheduled at a later date and time.

GOVERNMENT-FURNISHED PROPERTY

As noted above, the Government is furnishing the materials for this contract. It is also responsible for getting the materials to each site.

H - Special Contract Requirements

CAMPING

- (a) Before camping, the Contractor shall obtain a District Camping Permit, if required, from each District the Contractor is working on through the Contracting Officer/Contracting Officer's Representative.
- (b) A camp is interpreted to include a campsite or trailer parking area of any employee working on the project for the Contractor.
- (c) Contractor is to bring a proposed campsite location to the prework for review and approval and prior to camping.
- (d) On the Gallatin National Forest, there has been a special order on food storage and camping issued. Refer for Food Storage requirements.
- (e) The Government will make no special camping allowances for the Contractor within or near the project area. Arrangements with the local private landowners will be at the discretion of the Contractor.

FOOD STORAGE ORDER

- (a) Within the Gallatin National Forest, there has been a special order on food storage and camping issued. It states that all food, beverages, and scented or flavored toiletries must be stored unavailable to bears at night and when unattended during the day. Attractants include canned food, pop, beer, garbage, grease, processed livestock or pet food, toothpaste, and chapstick. They must be hung at least 10-feet off the ground and 4-feet from any vertical support, or stored inside a bear resistant container or vehicle. Cars, pick-up cabs, enclosed horse trailers, hard sided campers or camper shells are all considered bear resistant. Food should be stored out of sight in vehicles. Coolers, pop-up campers, backpacks, and tents are not considered bear resistant.

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 WEED CONTROL

This project lies within a weed management district, which 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: (1) a project or jobsite, (2) a county, (3) two or more counties, or (4) a National Forest.

Noxious weeds are defined as any exotic plant species established or that may be introduced in the State which may render land unfit for agriculture, forestry, livestock, wildlife, or other beneficial uses and which is designated by the State Department of Agriculture, or by the County Weed Management District, or by other appropriate agencies having jurisdiction.

To help stop the spread of weed seeds, this work will require the Contractor to wash his equipment and support vehicles prior to entering the weed management district. The equipment and support vehicles shall be washed with a pressure washer that is capable of producing enough water force to thoroughly remove all organic and mineral debris from the machine. Before moving the equipment to the jobsite, it shall be inspected and approved by the Contracting Officer's designated representative

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.

Order of Precedence - Construction

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

- (1) The Schedule (excluding the specifications)
- (2) Representations and Other Instructions
- (3) Contract Clauses
- (4) Other Documents, Exhibits, and Attachments
- (5) The Specifications
- (6) Drawings

I - Contract Clauses

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 52.204-7 Central Contractor Registration (DEC 2012)

FAR 52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)

FAR 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)

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

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 52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2011)

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

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

FAR 52.228-2 Additional Bond Security (OCT 1997)

FAR 52.228-11 Pledges of Assets (JAN 2012)

FAR 52.228-12 Prospective Subcontractor Requests for Bonds (OCT 1995)

FAR 52.228-14 Irrevocable Letter of Credit (DEC 1999)

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 52.236-5 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 52.236-16 Quantity Surveys (APR 1984)
FAR 52.236-17 Layout of Work (APR 1984)
FAR 52.236-21 Specifications and Drawings for Construction (FEB 1997)
FAR 52.236-26 Preconstruction Conference (FEB 1995)
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) - Alternate I (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)
AGAR 452.236-74 Control of Erosion, Sedimentation, and Pollution (NOV 1996)
AGAR 452.236-77 Emergency Response (NOV 1996)

FAR 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (JUL 2012)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless--

(1) The product cannot be acquired--

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall-

(1) Report to the environmental point of contact identified in paragraph (d) of this clause, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30;

(2) Submit this report no later than-

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance; and

(3) Contact the environmental point of contact to obtain the preferred submittal format, if that format is not specified in this contract.

(d) The environmental point of contact for this contract is: <http://www.biopreferred.gov/>.

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>
--	------------------------	-----------------	-------------------------

Item 1:

Foreign construction material				
Domestic construction material				

Item 2:

Foreign construction material				
Domestic construction material				

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

Include other applicable supporting information.

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

FAR 52.236-3 Site Investigation and Conditions Affecting the Work (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and *subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

 Contractor's Signature

 Date

 Contractor's Name and Title

FAR 52.236-7 Permits and Responsibilities (NOV 1991)

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

completed unit of work which may have been accepted under the contract.

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

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

AGAR 452.236-72 Use of Premises (NOV 1996)

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

J - List of Documents, Exhibits, and Other Attachments

Attachment 1 Davis-Bacon Wage Determination, Gen. Dec. No. MT130001 dated 01/04/2013, MT 1

Attachment 2 Experience Questionnaire

Attachment 3 (separate attachment) Maps – 2 pages

Vicinity Map - 2 pages

Attachment 4(separate attachment) Drawings - 6 pages

4-Wire Fence - 1 page

Angle Iron – 1-page

Crossings – 1 page

Gate – 1 page

Jackleg Fence – 1 page

Jacks – 1 page

Attachment 5 (separate attachment) Photos – 1 page

Deer Creek Station Fence – 1 page

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 52.223-1 Biobased Product Certification (MAY 2012)

FAR 52.204-8 Annual Representations and Certifications (DEC 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, 2010, or 2012.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution

Representation. This provision applies to--

(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 52.219-28 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 _____ (current contracts).

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 I*

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

(b) The Offeror represents that –

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

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

representation blank.

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

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

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

Contractor's Signature

Date

Contractor's Name and Title

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)**

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 **Sweet Grass 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. For site information please contact Jeff Hiedeman, Civil Engineer Technician, Gallatin National Forest at 406-587-6738, during normal business hours.

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.

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: Asphalt 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

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
Group 2.....	\$ 23.69	9.16

GROUP 1: Pilot Car

GROUP 2: Combination Truck and Concrete Mixer and Transit
Mixer; Dry Batch Trucks; Distributor Driver; Dumpman; Dump
Trucks and similar equipment; Dumpster; Flat Trucks; Lumber
Carriers; Lowboys; Pickup; Powder Truck Driver; Power Boom;
Serviceman; Service Truck/Fuel Truck/Tireperson; Truck
Mechanic; Trucks with Power Equipment; Warehouseman, Partsman,
Cardex and Warehouse Expeditor; Water Trucks

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 rates.

0000/9999: weighted union wage rates will be published annually each January.

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 majority 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