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FY13 Building #1045 and #1045 Bathroom Shower Repair
Ashland Ranger District, Custer National Forest
Rosebud County, Montana

B- 1 - SCHEDULE OF ITEMS

Pay Item Number	Description	Method of Measurement	Pay Unit	Estimated Quantity	Unit Price	Total Price
1	Mobilization	LSQ	LS	All	* * * * *	$_____
2	Furnish and Install New Shower Wall Set	CQ	EA	4	$_____	$_____
					Total	$_____

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 _____

DUNS # _____

C - Description/Specifications/Statement of Work

C.1 PROJECT DESCRIPTION AND LOCATION

C.1.1 Intent of Contract – The intent of the contract is to provide for the construction and completion of the work described below. The precise details of performing the work are not stipulated, except as considered essential for the successful completion of the work. Furnish all labor, material, equipment, tools, transportation, and supplies necessary to complete the work according to the contract.

C.1.2 Description of Work – The work shall consist of removing and disposing of existing shower wall sets to include tile and sheetrock and install new shower wall sets in two buildings located on the Ashland Compound on the Ashland Ranger District.

ITEM 1, Mobilization: Work shall consist of preparatory work and operations, including those necessary to the movement of personnel, equipment, supplies, and incidentals to the project site; and for other work and operations that must be performed or costs incurred prior to beginning work on the various items on the project site.

ITEM 2, Furnish and Install New Shower Wall Set (Building #1040 and #1045): The work shall consist of removing and disposing of 4 existing shower wall sets to include tile and sheetrock. Remove and dispose of all access material in a lawful manner off of Forest Service Lands. Install new Acrylux Shower Wall Sets or approved equal including the necessary sheetrock and appurtenances to complete the project in two buildings located on the Ashland Compound on the Ashland Ranger District.

C.1.3 Project Location – This project is located on the Ashland Compound, Ashland Ranger District of the Custer National Forest in Ashland, Montana.

C.1.4 Price Range – Less Than $25,000

C.1.5 Pre-bid Tour - No pre-bid tour of the project will be conducted.

Prospective bidders wishing to visit the site on their own may obtain direction information by contacting Sam Archambault at the Forest Supervisor's Office, Custer National Forest, Billings, Montana, telephone (406) 255-1423, or the Ashland Ranger District Office in Ashland, MT telephone (406) 784-2344

C.1.6 Start Work - It is estimated that work will begin in August 2013.

C.1.7 Period of Performance – Contract to be completed in 30 calendar days.

C.1.8 Government Furnished Materials – NA

C.1.09 Submittals - The contractor shall submit copies of manufacturer's installation instructions, specifications, and warranty information to Contracting Officer prior to ordering material and start of work.

The contractor shall submit Work Schedule.

C**.1.10 Disturbances** – Noise, lights, or other activities that disturb residents shall not be permitted between the hours of 7:00 pm and 7:00 am. No work shall be permitted on Federal Holidays.

C.1.11 Staging Area - The Contractor shall coordinate with the COR on a staging area location. The

Contractor shall operate all equipment and store, transport, and handle materials in a manner that will not damage the existing roads, parking lots, and landscaping. Access must be maintained to the duplexes, residence, and other facilities on the site. Storage of material will not be permitted in the duplexes or residence.

C.1.13 Potable Water- The contractor may use the water on-site.

C.1.14 Wastewater Facilities – The Contractor may use the restrooms in Buildings 1040 and 1045 during working hours. The Contractor shall be responsible for cleaning and/repairing the restroom if necessary as a result of the Contractor's operations.

C.1.15 Electrical – The Contractor may use on-site electrical service for operation of small power tools.

C.2 – CLEANUP AND DISPOSAL

C.2.1 Cleanup and Disposal – The Contractor shall be responsible for solid waste disposal. The Contractor shall at all times keep the area in a clean, neat, and orderly condition. Construction related debris, including but not limited to used motor oil, oil cans, grease cartridges and refuse shall be removed promptly from the site and disposed of in a lawful manner off National Forest System lands. Fees for the use of landfills or transfer stations shall be paid for by the Contractor if there is a charge.

C.3 – SECURITY AND PROTECTION

C.3.1 Security and Protection – Security is the responsibility of the Contractor. The Contractor shall be responsible for protecting all equipment and supplies for use on the project and stored on the site. The Contractor shall be responsible for all costs required to provide such protection.

The Contractor shall complete sequences of construction activity in order to prevent damage to equipment, material, and articles incorporated into the work covered by this contract.

C-4 – OTHER RELATED DOCUMENTS AND DRAWINGS

C4.01 The following CSI formatted specifications are part of this solicitation and any resulting contract.

Section	Description
01000	Mobilization
01025	Measurement and Payment
01400	Quality Control and Quantity Measurement
07000	Building Maintenance

SECTION 01000

MOBILIZATION

PART I: GENERAL

1.1 SUMMARY

A. Section Includes: Preparatory work and operations, including those necessary to the movement of personnel, equipment, supplies and incidentals to the project site; and for other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site. This specification does not include moves between project sites.

PART II: PRODUCTS

(There are no applicable requirements.)

PART III: EXECUTION

(There are no applicable requirements.)

PART IV: MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT:

A. Units: Progress payments will be made as follows:

1. When 5% of the original Contract amount is earned from other bid items, 50% of the amount bid for mobilization or 5% of the original Contract amount, whichever is lesser, will be paid.

2. When 10% of the original Contract amount is earned from other bid items, 100% of the amount bid for mobilization or 10% of the original Contract amount, whichever is lesser, will be paid.

3. Upon completion of work for the project, payment of the amount bid for mobilization in excess of 10% of the original Contract amount will be paid.

4. The total sum of all payments shall not exceed the original Contract amount bid for mobilization, regardless of the fact that the Contractor may have shut down the work on the project or moved equipment away from the project and then back again.

4.2 BASIS OF PAYMENT:

Payment: No direct payment for moves between project sites will be made. The Contractor shall include consideration for moves between project sites in the bid price for other items of the Contract. Prices and payment will be full compensation for the work described in this section. Payment will be made under:

Pay Item	Pay Unit
(01000) Mobilization.	Lump Sum

SECTION 01025

MEASUREMENT AND PAYMENT

PART I - GENERAL

1.1 Measurement and Payment - Measurement and payment for contract work will be made only for and under those pay items included in the SCHEDULE OF ITEMS. All other work and materials will be considered as included in the payment for items shown.

When more than one class, size, or thickness is specified in the SCHEDULE OF ITEMS for any pay item, suffixes will be added to the item number to differentiate between items to be bid.

1.2 Determination of Quantities - The following methods of measurement are used to determine contract quantities for payment.

For individual construction items, longitudinal and lateral measurements for area computations will be made horizontally or corrected to horizontal measurement unless otherwise specified. Measurements for seeding, mulching, geotextiles, netting, erosion control blankets, and sodding will be along slope lines.

Structures will be measured according to neat lines SHOWN ON THE DRAWINGS or as altered by the COR in writing to fit field conditions.

For standard manufactured items, such as fence, wire, plates, rolled shapes, pipe conduits, etc., identified by gauge, weight, section dimensions, etc., such identification shall be considered the nominal weights or dimensions. Unless controlled by tolerances in cited specifications, manufacturer's tolerances will be accepted.

1.3 Units of Measurement - Payment will be by units defined and determined according to U.S. Standard measure as follows:

A. Acre – Make longitudinal and transverse measurements for area computations horizontally.

B. Cubic Yard - A measurement computed by one of the following methods:

1. Excavation, Embankment, or Borrow - The measurement computed by the average end area method from measurements made longitudinally along a centerline or reference line.

2. Material in Place or Stockpile - The measurement computed with dimensions of the in-place material.

3. Material in the Delivery Vehicle - The measurement computed using measurements of material in the hauling vehicles at the point of delivery. Vehicles shall be loaded to at least their water level capacity. Leveling of the loads may be required when vehicles arrive at the delivery point.

C. Cubic Yard Mile - A combination of linear and volumetric measurement meaning the movement of a cubic yard of material 1 mile.

D. Each - One complete unit, which may consist of one or more parts.

E. Gallon – The quantity may be measured by any of the following methods:

1. Measured volume container.

2. Metered volume. Use an approved metering system

3. Commercially packaged volumes.

F. Hour – Measurement will be for the actual number of hours ordered and performed by the Contractor.

G. Linear Foot – Measure from end to end, parallel to the base or foundation being measured, or horizontal.

H. MFBM - One thousand board feet measure based on nominal widths, thickness, and extreme usable length of each piece of lumber or timber actually incorporated in the job.

I. Mile – Measure horizontal along the centerline of each roadway, approach road, or ramp.

J. Pound – If sacked or packaged material is furnished, the net weight as packed by the manufacturer may be used.

K. Square Foot - Measure on a plane parallel to the surface being measured or horizontal.

L. Square Yard – Measure on a plane parallel to the surface being measured or horizontal.

M. Station - One hundred linear feet measured horizontally.

N. Station Yard - A combination of linear and volumetric measurement meaning the movement of a cubic yard of material one station.

O. Thousand Gallons Mile - A combination of linear and volumetric measurement meaning the movement of 1,000 gallons of material 1 mile.

P. Ton - Short ton consisting of 2,000 pounds.

Q. Ton Mile - A combination of linear and weight measurement meaning the movement of 1 ton of material 1 mile.

1.4 Methods of Measurement - One of the following methods of measurement for determining final payment is DESIGNATED on the SCHEDULE OF ITEMS for each pay item:

A. Contract Quantities (CQ) AND Design Quantities (DQ) - These quantities denote the final number of units to be paid for under the terms of the contract. They are based upon the original design data available prior to advertising the project. Original design data include the preliminary survey information, design assumptions, calculations, drawings, and the presentation in the contract. Changes in the number of units SHOWN in the SCHEDULE OF ITEMS may be authorized under any of the following conditions:

1. As a result of changes in the work authorized by the Contracting Officer.

2. As a result of the Contracting Officer determining that errors exist in the original design data used to determine designed quantities that cause a pay item to change by more than 15 percent.

3. As a result of the Contractor submitting to the Contracting Officer a written request showing evidence of errors in the original design data used to determine design quantities that cause a pay item total to change by more than 15%. The evidence must be verifiable and consist of calculations, drawings, or other data that show how the designed quantity is believed to be in error.

B. Staked Quantities (SQ) - These quantities are determined from staked measurements prior to construction.

C. Actual Quantities (AQ) - These quantities are determined from measurements of completed work.

D. Vehicle Quantities (VQ) - These quantities are measured or weighed in hauling vehicles.

E. Lump Sum Quantities (LSQ) - These quantities denote one complete unit of work as required by or described in the contract, including necessary materials, equipment, and labor to complete the job. They will not be measured.

PART II - PRODUCTS (Not Applicable)

PART III - EXECUTION (Not Applicable)

SECTION 01400

QUALITY CONTROL AND QUANTITY MEASUREMENT

PART I - GENERAL

1.1 Scope - This work shall consist of providing quality control in conformance with the Inspection of Construction provisions of this contract to ensure compliance with the drawings, specifications, and provisions of the contract, and measuring the quantities of completed work in conformance with the provisions of the applicable specifications. The Contractor shall provide all personnel, equipment, tests, and reports necessary to meet the requirements of this specification.

1.2 Measurement and Payment - No separate payment will be made for the work included under this section. Payment for this work is considered incidental to other items of work.

PART II - PRODUCTS (Not Applicable)

PART III – EXECUTION (Not Applicable)

SECTION 07000

BUILDING MAINTENANCE

PART I - GENERAL

1.1 Scope - Furnish all labor, materials, and equipment required to remove and dispose of existing shower/tub walls and appurtenances in two duplexes. Furnish and install new green board sheetrock and Shower Wall Set. The sheet rock shall be taped and painted to match existing and water proofed.

Approximate dimensions on the side walls are 32” wide and 80” high from the top of the existing tub to the ceiling. The back panel in approximately 60” wide and 80” high. The contractor is responsible to confirm dimensions prior to ordering material.

PART II - PRODUCTS

2.1 Materials:

A. 1/2” moisture resistant green board
B. Acrylux 60”x32” shower wall set or approved equal

2.2 Submittals:

A. Submit product information, warranties, and manufacturer installation instructions before ordering for all materials.

Written approval from the COR is required prior to ordering materials. Allow 7 days for COR approval.

PART III - EXECUTION

3.1 Installation

A. Before ordering materials or starting work, examine, clean and repair, replace if necessary, any adjoining work on which this work is in any way dependent for its proper installation. Submit warranty, specifications, and installation instructions to C.O. prior to construction. The Contractor is required to provide any additional materials or appurtenances in order to properly install and finish all items. All costs for completing any item shall be included in bid items in the schedule.

B. Install all items in according to manufacturer’s instructions, Latest Version of the International Building Code standards shall be met, and according to industry standard. A professional installation is required. The system shall be in functioning condition when the project is complete.

C. PART IV – PAYMENT

A. Payment shall be as shown on the schedule of items.

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 15, 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 15, 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.

H - Special Contract Requirements

SAFETY PLAN

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

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) All food items and scented or flavored toiletries must be stored in a hard sided vehicle, which includes cars, pick-up cabs, and hard sided campers or shells. Coolers, pop-up campers, backpacks, and tents are not considered bear resistant.

(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.

SECURITY AND PROTECTION

Security and Protection – Security is the Contractor's responsibility. Limit access to the construction area to persons involved in the work. Provide secure storage for materials that are stored on site. Secure completed work as required to prevent loss.

Barricades, warning signs and light shall comply with standards and code requirements for erection of structurally adequate barricades. All road warning signs, barricades, and traffic control devices shall conform to MUTCD. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights.

Maintenance of Traffic – The Contractor is authorized to use roads under the jurisdiction of the Forest Service, and open to public travel, for all activities necessary to complete this contract, subject to limitations and authorizations shown on the drawings or specified under this contract when such use will not damage the roads or national forest resources and when traffic can be accommodated safely.

Before shutting down operations, take all necessary precautions to prevent damage to the project, such as temporary detours, approaches, crossings, or intersections; and provide for normal drainage and minimization of erosion. Leave all travel ways in a condition suitable for traffic.

Protection of Improvements – The Contractor shall complete sequences of construction activity in order to prevent damage to equipment, material, and articles incorporated into the work covered by this contract.

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

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

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
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

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: Wage Determination, Gen. Dec. No. MT130007, dated 01/04/2013, MT7

Attachment 2: Experience Questionnaire

Attachment 3: Signed Cover Sheet (separate attachment)

K - Representations, Certifications, and Other Statements of Offerors

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 **236118 – Residential Remodelers**.

(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, 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 **236118 – Residential Remodelers** 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 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: **236118 – Residential Remodelers**
- Size Standard: **$33.5 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 **Rosebud 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 Samuel Archambault, Civil Engineer, Custer National Forest at 406-255-1423, 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.

Attachment 1: Davis-Bacon Wage Determination

General Decision Number: MT130007 01/04/2013 MT7

Superseded General Decision Number: MT20120007

State: Montana

Construction Type: Residential

Counties: Musselshell, Rosebud and Treasure Counties in Montana.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	01/04/2013

SUMT1992-004 03/24/1992

	Rates	Fringes
Bricklayer	$ 13.45	.55
Carpenter	$ 10.38	1.57
Electrician	$ 12.77	3.5%+1.25
Laborer	$ 8.70	1.20
Painters:		
Brush, Roller	$ 9.86	.76
Perfa-taper (hand tools)	$ 9.96	.76
Plumber	$ 12.70	2.00
Power Equipment Operator		
Backhoe/Loader 1 cu yd & under	$ 11.46	1.57
Forklift	$ 11.27	1.57
Roofer (including Built Up, Composition and Single Ply)	$ 10.54	.25
Truck drivers:		
Dump trucks and similar equipnent; DW 20, DW 21, or Euclid tractors pulling PR 21 or similar dump wagon:		
7 cu yd or less	$ 10.09	1.52
Over 7 cu yd to 10 cu yd	$ 10.22	1.52
Flat Truck 3 tons or less	$ 10.24	1.52

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 **EXPERIENCE QUESTIONNAIRE** 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 [ ] Company [ ] Co-partnership [ ] Corporation [ ] Individual [ ] Non-profit Organization	4. How many years do you or your firm have in the line of work contemplated by this solicitation?
5. How many years experience have you or your business had as a (a) prime contractor ____ and/or (b) sub-contractor ____?		

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

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

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

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

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

EXPERIENCE QUESTIONNAIRE CONTINUED

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

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

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

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

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

CERTIFICATION

I certify that all of the statements made by me are complete and correct to the best of my knowledge, and that any persons named as references are authorized to furnish the Forest Service with any information needed to verify my capability to perform this project.

12a. CERTIFYING OFFICIAL'S NAME AND TITLE

b. SIGNATURE *(Sign in ink)*

13. DATE