

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. AG-4419-S-10-0659	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	3. DATE ISSUED 4/16/2010	PAGE OF PAGES 1 of 46
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 367770	6. PROJECT NO. CIM-0807-19T
7. ISSUED BY USDA Forest Service EROC East 1720 Peachtree RD NW Atlanta, GA 30309	CODE 447U	8. ADDRESS OFFER TO USDA Forest Service ATTN: Gemaa Pelch 100 W Capitol ST, STE 1141 Jackson, MS 39269
9. FOR INFORMATION CALL:	A. NAME Gemaa Pelch	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> (769)572-7074

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):***TAS::12 1102::TAS RECOVERY: Trail Bridge Demolition, Maintenance, and Repairs & Pervious Paving Installation, National Forests in Mississippi**

The contractor shall provide all materials, labor, equipment, tools, transportation, and expertise necessary to successfully complete trail bridge demolition, maintenance and repairs, and the installation of pervious paving across trails on the National Forests in Mississippi in accordance with schedules and specifications. Areas of work include the Bienville, De Soto, Chickasawhay, Holly Springs, and Tombigbee Ranger Districts.

Price Range: The Government's estimate is between \$100,000 and \$250,000.

11. The Contractor shall begin performance within 10 calendar days and complete it within 270 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☐ mandatory, ☒ negotiable. (See ____.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> ☒ YES ☐ NO	12B. CALENDAR DAYS 15
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers (**See Section M**) to perform the work required are due at the place specified in Item 8 by 3:00 PM (hour) local time 5/17/2010 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☒ is, ☐ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NO., FAX (Include area code), and Email address:

16. REMITTANCE ADDRESS (Include only if different than Item 14)

Offer shall include DUNS and TIN number here to be considered for award.

TIN:

DUNS:

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or print)

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT:

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
☐ 10 U.S.C. 2304(c)() ☐ 41 U.S.C. 253(c)()

26. ADMINISTERED BY CODE

27. PAYMENT WILL BE MADE BY

USDA-FS
P.O. Box 66527
St. Louis, MO 63166fs.66527@stl.usda.gov**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

☒ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to the address listed in block 8.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY

Computer Generated

STANDARD FORM 1442 BACK (REV. 4-85)

PART I—THE SCHEDULE

SECTION B--SUPPLIES OR SERVICES AND PRICES/COSTS
SCHEDULE OF ITEMSTuxachanie Trail Bridges
De Soto Ranger District

Item No.	Bridge No.	Description	Unit	Qty.	Unit Price	Total
1.1	12249	Clean Channel	L.S.	1		
1.2	100.05	Clean Channel	L.S.	1		
1.20	11	Railing, Install New	L.F.	32		
1.21	Boardwalk 2	Decking, Replace	S.F.	73.5		
1.54-1	Boardwalk 3	Structure Demolition	L.S.	1		
1.54-2	Boardwalk 4	Structure Demolition	L.S.	1		
1.54-3	Boardwalk 5	Structure Demolition	L.S.	1		
1.54-4	Boardwalk 6	Structure Demolition	L.S.	1		
1.54-5	Boardwalk 7	Structure Demolition	L.S.	1		
1.54-6	Boardwalk 9	Structure Demolition	L.S.	1		
1.54-7	Boardwalk 10	Structure Demolition	L.S.	1		
1.54-8	Bridge 12	Structure Demolition	L.S.	1		
1.55-1	Boardwalk 3	Pervious Paving Blocks, Install (2' tread width)	EA	75		
1.55-2	Boardwalk 4	Pervious Paving Blocks, Install (2' tread width)	EA	38		
1.55-3	Boardwalk 5	Pervious Paving Blocks, Install (2' tread width)	EA	30		
1.55-4	Boardwalk 6	Pervious Paving Blocks, Install (2' tread width)	EA	75		
1.55-5	Boardwalk 7	Pervious Paving Blocks, Install (2' tread width)	EA	75		
1.55-6	Boardwalk 9	Pervious Paving Blocks, Install (2' tread width)	EA	45		
1.55-7	Boardwalk 10	Pervious Paving Blocks, Install (2' tread width)	EA	188		
1.55-8	Bridge 12	Pervious Paving Blocks, Install (6' tread width)	EA	60		
1.61	308.02	Crushed Aggregate, Limestone, Grade 610	Ton	75		
1.62	251.16	Geotextile	S.Y.	235		
Tuxachanie Trail Bridges Total						

**Bethel Bike Trail Bridges
De Soto Ranger District**

Item No.	Bridge No.	Description	Unit	Qty.	Unit Price	Total
2.56-1	Bridge 1	Structure Demolition	EA	1		
2.56-2	Boardwalk 2	Structure Demolition	EA	1		
2.57-1	Bridge 1	Pervious Paving Blocks, Install (6' tread width)	EA	113		
2.57-2	Boardwalk 2	Pervious Paving Blocks, Install (2' tread width)	EA	113		
2.61	308.02	Crushed Aggregate, Type Limestone, Grade 610	Ton	22		
2.62	251.16	Geotextile	S.Y.	70		
Bethel Bike Trail Bridges Total						

**Black Creek Wilderness Trail Bridges
De Soto Ranger District**

Item No.	Bridge No.	Description	Unit	Qty.	Unit Price	Total
3.58	Boardwalk 1, Bridges 2, 3, 4, 6, 7, 9, 10, 13, 15, 17, 18, 19, 20, and 21	Structure Demolition	L.S.	15		
3.31	5	Decking Boards, Replace	S.F.	16		
3.32	8	Decking Boards, Replace	S.F.	16		
3.33	12	Decking, Replace All	S.F.	37.6		
Black Creek Wilderness Trail Bridges Total						

**Black Creek Trail Bridges
De Soto Ranger District**

Item No.	Bridge No.	Description	Unit	Qty.	Unit Price	Total
4.3-1	3505.225	Pressure Wash/Rust Inhibitor	S.F.	200		
4.4-1	3527.592	Pressure Wash/Rust Inhibitor	S.F.	185		
4.3-2	3505.225	Brush Bridge	L.S.	1		
4.4-2	3527.592	Brush Bridge	L.S.	1		
4.5	3529.96	Brush Bridge	L.S.	1		
4.24	14	Decking, Replace	S.F.	39.17		
4.28	21	Decking, Replace	S.F.	37.38		
4.29	22	Decking, Replace	S.F.	72.89		
4.25	18	Install Railing on One Side	L.F.	27		
4.26	19	Install Railing on One Side	L.F.	30		
4.27	20	Reset Bridge	L.S.	1		
4.30	23	Install Railing on One Side	L.F.	27		
4.23	Boardwalk 9	Running Planks, Replace	EA	2		
4.59-1	8	Demolish Structure	EA	1		
4.59-2	16	Demolish Structure	EA	1		
4.59-3	28	Demolish Structure	EA	1		
4.59-4	35	Demolish Structure	EA	1		
Black Creek Trail Bridges Total						

**Noxubee Trail Bridges
Tombigbee Ranger District**

Item No.	Bridge No.	Description	Unit	Qty.	Unit Price	Total
5.38	3226.568	Railing, Replace	L.F.	90		
5.13	Half Bridge	Install 4" of Aggregate Surfacing to Approaches	L.S.	1		
Noxubee Trail Bridges Total						

**Chata Trail Bridges
Tombigbee Ranger District**

Item No.	Bridge No.	Description	Unit	Qty.	Unit Price	Total
6.39	See Repair Schedule	Repair scour with bagged concrete	EA	40		
6.10, 6.11, 6.12	See Repair Schedule	Install 4" of Aggregate Surfacing to Approaches	Ton	6		
Chata Trail Bridges Total						

**Robinson Road Trail Bridges
Tombigbee Ranger District**

Item No.	Bridge No.	Description	Unit	Qty.	Unit Price	Total
7.40-1	See Repair Schedule	Install Ramps at Approaches	L.S.	1		
7.40-2	See Repair Schedule	Railing, Install	L.F.	52		
7.40-3	See Repair Schedule	Curbing, Install	L.F.	52		
Robinson Road Trail Bridges Total						

**Witch Dance Trail Bridges
Tombigbee Ranger District**

Item No.	Bridge No.	Description	Unit	Qty.	Unit Price	Total
8.9	41.3237	Deck, Clean	L.S.	1		
Witch Dance Trail Bridges Total						

**Three Bridges/Noxubee Hills Trail Bridges
Tombigbee Ranger District**

Item No.	Bridge No.	Description	Unit	Qty.	Unit Price	Total
9.41-1	Major Bridge	Piling, Install New	L.S.	1		
9.41-2	Major Bridge	Stringers, Extend	L.S.	1		
9.41-3	Major Bridge	Repair scour with bagged concrete	EA	20		
9.42	See Repair Schedule	Stringers, Extend	L.S.	1		
Three Bridges/Noxubee Hills Trail Bridges Total						

**Log Jump/Noxubee Trail Bridges
Tombigbee Ranger District**

Item No.	Bridge No.	Description	Unit	Qty.	Unit Price	Total
10.43-1	See Repair Schedule	Piling, Install New	L.S.	1		
10.43-2	See Repair Schedule	Stringers, Extend	L.S.	1		
10.43-3	See Repair Schedule	Railing, Repair	L.F.	39.3		
Log Jump/Noxubee Trail Bridges Total						

**Marathon #3 Trail Bridges
Bienville Ranger District**

Item No.	Bridge No.	Description	Unit	Qty.	Unit Price	Total
11.6	25	Clean Channel	L.S.	1		
Marathon #3 Trail Bridges Total						

**Marathon Lake Trail Bridges
Bienville Ranger District**

Item No.	Bridge No.	Description	Unit	Qty.	Unit Price	Total
12.36-1		Deck Boards, Replace	S.F.	4		
12.36-2		Handrails, Repair	L.F.	40		
Marathon Lake Trail Bridges Total						

**Shongelo Trail Bridges
Bienville Ranger District**

Item No.	Bridge No.	Description	Unit	Qty.	Unit Price	Total
13-1	2800.247	Deck Boards, Replace	L.F.	39		
13-2	2800.247	Curbing, Replace	L.F.	36		
13-3	2800.247	Aggregate Surfacing, Approaches	Ton	3		
Shongelo Trail Bridges Total						

**Puskus Trail Bridges
Holly Springs Ranger District**

Item No.	Bridge No.	Description	Unit	Qty.	Unit Price	Total
14.8	14-240	Clean Channel	L.S.	1		
Puskus Trail Bridges Total						

**Turkey Fork Trail Bridges
Chickasawhay Ranger District**

Item No.	Bridge No.	Description	Unit	Qty.	Unit Price	Total
15.34	Metal Trail Bridge	Curbing, Install	L.F.	40.4		
15.35	Wooden Trail Bridge	Curbing, Install	L.F.	28		
Turkey Fork Trail Bridges Total						

TOTAL FOR ALL WORK: \$ _____

SECTION C--DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Scope of Contract

The contractor shall provide all materials, labor, equipment, tools, transportation, and expertise necessary to successfully complete trail bridge demolition, maintenance and repairs, and the installation of pervious paving across trails within the National Forests in Mississippi.

Project Location

Projects are located on the De Soto, Chickasawhay, Holly Springs, and Tombigbee Ranger Districts of the National Forests in Mississippi.

AGAR 452.211-73 Attachments To Statement Of Work/Specifications (FEB 1988)

The attachments to the Statement of Work/Specifications listed in Section J are hereby made part of this solicitation and any resultant contract.

SECTION D--PACKAGING AND MARKING

{For this Solicitation, there are NO clauses in this Section}

SECTION 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.usda.gov/procurement/policy/agar.html>
<http://fsweb.wo.fs.fed.us/aqm/newweb/fsar/index.shtml>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-12 Inspection of Construction (AUG 1996)

SECTION F--DELIVERIES OR PERFORMANCE

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.242-14 Suspension of Work (APR 1984)

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

The Contractor shall be required to (a) commence work under this contract within **10 calendar days** after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **270 calendar days**. The time stated for completion shall include final cleanup of the premises.

SECTION G--CONTRACT ADMINISTRATION DATA

{For this Solicitation, there are NO clauses in this Section}

SECTION H--SPECIAL CONTRACT REQUIREMENTS

52.204-11 American Recovery and Reinvestment Act—Reporting Requirements. (MAR 2009)

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

“Contract”, as defined in FAR [2.101](#), means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by [31 U.S.C. 6301](#), *et seq.* For discussion of various types of contracts, see FAR [Part 16](#).

“First-tier subcontract” means a subcontract awarded directly by a Federal Government prime contractor whose contract is funded by the Recovery Act.

“Jobs created” means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR [2.101](#)). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

“Jobs retained” means an estimate of those previously existing filled positions that are retained as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR [2.101](#)). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

“Total compensation” means the cash and noncash dollar value earned by the executive during the contractor’s past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

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

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

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

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

(6) *Other compensation.* For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

(b) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.

(c) Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.

(d) The Contractor shall report the following information, using the online reporting tool available at www.FederalReporting.gov.

(1) The Government contract and order number, as applicable.

(2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.

(3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.

(4) Program or project title, if any.

(5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.

(6) An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (*i.e.*, not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.

(7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and only address the impact on the contractor's workforce. At a minimum, the contractor shall provide—

(i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR [2.101](#)). This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(ii) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained.

(8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if—

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

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

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

(ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986.

(9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.

(10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is over \$25,000 and not subject to reporting under paragraph 9, the contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the contractor for the purposes of the quarterly report. The contractor shall advise the subcontractor that the information will

be made available to the public as required by section 1512 of the Recovery Act. The contractor shall provide detailed information on these first-tier subcontracts as follows:

- (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
- (ii) Name of the subcontractor.
- (iii) Amount of the subcontract award.
- (iv) Date of the subcontract award.
- (v) The applicable North American Industry Classification System (NAICS) code.
- (vi) Funding agency.
- (vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (viii) Subcontract number (the contract number assigned by the prime contractor).
- (ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—
 - (A) In the subcontractor's preceding fiscal year, the subcontractor received—
 - (1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
 - (2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
 - (B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986.

PART II--CONTRACT CLAUSES

SECTION 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/index.html>
<http://www.usda.gov/procurement/policy/agar.html>
<http://fsweb.wo.fs.fed.us/aqm/newweb/fsar/index.shtml>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.202-1	Definitions (JUL 2004)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)

52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
52.204-7	Central Contractor Registration (APR 2008)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (MAY 2008)
52.211-18	Variation in Estimated Quantity (APR 1984)
52.215-2	Audit and Records -- Negotiation Alternate I (Mar 2009)
52.219-8	Utilization of Small Business Concerns (MAY 2004)
52.222-3	Convict Labor (JUN 2003)
52.222-4	Contract Work Hours and Safety Standards Act -- Overtime Compensation (JUL 2005)
52.222-6	Davis-Bacon Act (JUL 2005)
52.222-7	Withholding of Funds (FEB 1988)
52.222-8	Payrolls and Basic Records (FEB 1988)
52.222-9	Apprentices and Trainees (JUL 2005)
52.222-10	Compliance with Copeland Act Requirements (FEB 1988)
52.222-11	Subcontracts (Labor Standards) (JUL 2005)
52.222-12	Contract Termination - Debarment (FEB 1988)
52.222-13	Compliance with Davis-Bacon and Related Act Regulations (FEB 1988)
52.222-14	Disputes Concerning Labor Standards (FEB 1988)
52.222-15	Certification of Eligibility (FEB 1988)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (MAR 2007)
52.222-27	Affirmative Action Compliance Requirements for Construction (FEB 1999)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (SEP 2006)
52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (SEP 2006)
52.222-50	Combating Trafficking in Persons (SEP 2007)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-14	Toxic Chemical Release Reporting (AUG 2003)
52.223-15	Energy Efficiency in Energy-Consuming Products (DEC 2007)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.227-1	Authorization and Consent (DEC 2007)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
52.227-4	Patent Indemnity -- Construction Contracts (DEC 2007)
52.228-2	Additional Bond Security (OCT 1997)
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52.228-12	Prospective Subcontractor Requests for Bonds (OCT 1995)
52.228-14	Irrevocable Letter of Credit (DEC 1999)
52.228-15	Performance and Payment Bonds -- Construction (NOV 2006)
52.229-3	Federal, State, and Local Taxes (APR 2003)
52.232-5	Payments Under Fixed-Price Construction Contracts (SEP 2002)
52.232-17	Interest (OCT 2008)
52.232-23	Assignment of Claims (JAN 1986)
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52.233-1	Disputes (JULY 2002)
52.233-3	Protest After Award (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.236-2	Differing Site Conditions (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-5	Material and Workmanship (APR 1984)
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52.236-7	Permits and Responsibilities (NOV 1991)
52.236-8	Other Contracts (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
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52.236-11	Use and Possession Prior to Completion (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-13	Accident Prevention (NOV 1991) Alternate I (NOV 1991)
52.236-15	Schedules for Construction Contracts (APR 1984)
52.236-16	Quantity Surveys (APR 1984) Alternate I (APR 1984)
52.236-17	Layout of Work (APR 1984)
52.236-21	Specifications and Drawings for Construction (FEB 1997)
52.236-26	Preconstruction Conference (FEB 1995)
52.242-13	Bankruptcy (JUL 1995)
52.243-4	Changes (AUG 1987)
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52.245-1	Property Records (JUN 2007)
52.246-21	Warranty of Construction (MAR 1994)
52.248-3	Value Engineering – Construction (SEP 2006)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (MAY 2004)--Alternate I (SEP 1996)
52.249-10	Default (Fixed-Price Construction) (APR 1984)
52.253-1	Computer Generated Forms (JAN 1991)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

452.232-70	Reimbursement for Bond Premiums – Fixed-Price Construction Contracts (NOV 1996)
452.236-71	Prohibition Against the Use of Lead-Paint (NOV 1996)
452.236-72	Use of Premises (NOV 1996)
452.236-73	Archeological or Historic Sites (FEB 1988)
452.236-74	Control of Erosion, Sedimentation and Pollution (NOV 1996)
452.236-76	Samples and Certificates (FEB 1988)
452.236-77	Emergency Response (NOV 1996)

52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009. (MAR 2009)

(a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).

(b) The Contractor shall include the substance of this clause including this paragraph (b) in all subcontracts.

52.225-21 Required Use of American Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials. (MAR 2009)

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

“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.

“Domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States.

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

“Manufactured construction material” means any construction material that is not unmanufactured construction material.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

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

“Unmanufactured construction material” means raw material brought to the construction site for incorporation into the building or work that has not been—

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(b) Domestic preference.

(1) This clause implements—

(i) Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring, unless an exception applies, that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and

(ii) The Buy American Act ([41 U.S.C. 10a - 10d](#)) by providing a preference for unmanufactured domestic construction material.

(2) The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraph (b)(3) and (b)(4) of this clause.

(3) This requirement does not apply to the construction material or components listed by the Government as follows: none.

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

(i) The cost of domestic construction material would be unreasonable.

(A) The cost of domestic iron, steel, or other manufactured goods used as construction material is unreasonable when the cumulative cost of such material will increase the cost of the contract by more than 25 percent;

(B) The cost of unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

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

(iii) The application of the restriction of section 1605 of the Recovery Act or the Buy American Act to a particular construction material would be inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act or the Buy American Act

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) 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) Cost;

(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)(4) of this clause.

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

(iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.

(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 section 1605 of the Recovery Act or 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 cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to section 1605 of the Recovery Act or the Buy American Act applies, use of foreign construction material is noncompliant with section 1605 of the American Recovery and Reinvestment Act or the Buy American Act.

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

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

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

[Include other applicable supporting information.]

[* Include all delivery costs to the construction site.]

Foreign and Domestic Construction Materials Cost Comparison

FAR 52.228-1 Bid Guarantee (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.*, bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds –

(1) To unsuccessful bidders as soon as practicable after the opening of bids, and (2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be **20 percent** of the bid price.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

FAR 52.236-1 Performance of Work by the Contractor (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **20 percent** of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

AGAR 452.228-70 Alternative Forms of Security (NOV 1996)

If furnished as security, money orders, drafts, cashier's checks, or certified checks shall be drawn payable to: USDA Forest Service.

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

PART III--LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J--LIST OF ATTACHMENTS

List of Attachments	Number of Pages
Repair Schedules and Specifications	5
Department of Labor Wage Decision	14
Experience Questionnaire	1
Maps	10

PART IV--REPRESENTATIONS AND INSTRUCTIONS

**SECTION K--REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS OR RESPONDENTS**

NOTE: Offerors should address questions concerning VETS-100 reporting and reporting requirements to the Office of Veterans Employment and Training Services offices at the following address:

U. S. Department of Labor
VETS-100 Reporting
4200 Forbes Blvd., Suite 202
Lanham, MD 20703
Telephone: (301) 306-6752
Website: www.vets100.cudenver.edu
Reporting Questions: HelpDesk@vets100.com
Reporting Verification: Verify@vets100.com

AGAR 452.219-70 SIZE STANDARD AND NAICS CODE INFORMATION (JANUARY 2005)

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):	<u>All</u>
--NAICS Code	<u>237310</u>
--Size Standard	<u>\$33.5 Million</u>

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.

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

(a)

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

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

(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 certification 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 \$100,000.
- (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) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vi) 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.
- (vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (viii) 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.
- (ix) 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.
- (x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xi) 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.
- (xii) 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.
- (xiii) 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.
- (xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) 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 \$67,826, the provision with its Alternate II applies.
- (xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.
- (xix) 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:
 - (i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.
 - (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

----- (iii) 52.219-22, Small Disadvantaged Business Status.

----- (A) Basic.

----- (B) Alternate I.

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

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

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

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

----- (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

----- (ix) 52.227-6, Royalty Information.

----- (A) Basic.

----- (B) Alternate I.

----- (x) 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 at <http://orca.bpn.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 52.209-5 Certification Regarding Responsibility Matters (DEC 2008)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have o, have not o, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has or has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

FAR 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (Clause incorporated by reference in Section I)

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[] Offeror elects to waive the evaluation preference.

FAR 52.219-28 Post-Award Small Business Program Rerepresentation. (APR 2008)

(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/services/contractingopportunities/sizestandardstopics/>.

(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 they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

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

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

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code 237310 assigned to solicitation number AG-4419-S-10-0625 and any resulting contract _____. [Contractor to sign and date and insert authorized signer's name and title].

SECTION L--INSTRUCTIONS, CONDITIONS, AND NOTICES TO 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):

www.arnet.gov/far/

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.215-1 Instructions to Offerors--Competitive Acquisition (JAN 2004)

52.236-28 Preparation of Proposals – Construction (OCT 1997)

AGRICULTURE ACQUISITION REGULATIONS (48 CFR CHAPTER 4) CLAUSES

452.204-70 Inquiries (FEB 1988)

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 are, are as follows:

Goals for minority participation for each trade:	<u>19.2%</u>
Goals for female participation for each trade:	<u>6.9%</u>

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

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

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Harrison, Perry, Choctaw, Winston, Chickasaw, Smith and Greene Counties, Mississippi.

52.225-22 Notice of Required Use of American Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials.

(a) *Definitions.* "Construction material," "domestic construction material," "foreign construction material," "manufactured construction material," "steel," and "unmanufactured construction material," as used in this provision, are defined in the clause of this solicitation entitled "Required Use of Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials" (Federal Acquisition Regulation (FAR) clause [52.225-21](#)).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) or 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 [52.225-21](#) in the request. If an offeror has not requested a determination regarding the inapplicability of 1605 of the Recovery Act or 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) If the Government determines that an exception based on unreasonable cost of domestic construction material applies, the Government will evaluate an offer requesting exception to the requirements of section 1605 of the Recovery Act or the Buy American Act by adding to the offered price of the contract—

(i) 25 percent of the offered price of the contract, if foreign iron, steel, or other manufactured goods are used as construction material based on unreasonable cost of comparable manufactured domestic construction material; and

(ii) 6 percent of the cost of foreign unmanufactured construction material included in the offer based on unreasonable cost of comparable domestic unmanufactured construction material.

(2) If two or more offers are equal in price, the Contracting Officer will give preference to an offer that does not include foreign construction material excepted at the request of the offeror on the basis of 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 [52.225-21](#), 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 cost comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR [52.225-21](#) 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 [52.225-21](#) 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.

FAR 52.233-2 Service of Protest (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from USDA Forest Service, EROC East, ATTN: Christy G. Smith, 1720 Peachtree RD NW, Atlanta, GA 30309.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

FAR 52.236-27 Site Visit (Construction) (FEB 1995)

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

(b) Information regarding site visits can be obtained from:

Name: Steve Bingham
Address: 100 W Capitol ST, STE 1141
Jackson, MS 39269
Telephone: (601)965-1603
Email: sbingham@fs.fed.us

SECTION M--EVALUATION FACTORS FOR AWARD

EVALUATION OF OFFERS

- (a) The basis of award will be the lowest priced technically acceptable offer. The Government will award a firm fixed price contract from this solicitation to the responsible offeror (1) whose proposal is technically acceptable and (2) whose price is the lowest total amount for all items. The Government reserves the right to award a contract without discussions with offerors. Offers should be submitted initially on the most favorable terms from a price and technical standpoint.

Technical evaluation factors are listed below and will be used in determining whether a vendor is "technically acceptable".

OFFERORS THAT DO NOT RESPONDED TO THE TECHNICALFACTORS MAY BE CONSIDERED UNRESPONSIVE AND MAY NOT BE CONSIDERED FURTHER.

- (1) *Technical Qualifications:* Describe the experience and qualifications of individuals that will manage and execute the required work including information on major subcontractors. Include a completed Experience Questionnaire. Acceptable offers comply with all instructions for submission and include information sufficient for the Government to determine the offeror possesses experience and qualifications necessary for successful completion of the project. Unacceptable offers fail to comply with instructions regarding submission or lack sufficient experience and qualifications necessary for successful completion of the project.
- (2) *Past Performance:* List, describe, and provide customer contact names and phone numbers for at least two (2) trail bridge demolition, maintenance, and repair or pervious paving installation projects your company has completed within the past three years. Acceptable offers comply with all instructions for submission and provide past performance references who can verify acceptable quality levels of prior work with no to relatively low associated risks with project completion. Unacceptable offers fail to comply with submission instructions or provide references who cannot verify acceptable quality levels of work or provide information of high associated risks with successful project completion.

Price: A price evaluation will be performed to determine the reasonableness of the proposed price. Reasonableness will be determined considering other competitive prices received and comparison to the independent Government estimate (IGE). The Government will look at whether a proposed price is too high and may also consider whether a proposed price is too low, since this might indicate a lack of technical understanding on the offeror's part or a performance risk associated with the proposal that the agency may not be willing to accept. Whether a price is too high or too low may be considered in the context of comparison to other price proposals as well as to the IGE or to any other information the contracting officer deems useful in his or her discretion. If multiple contract line items are included in the price schedule, prices will also be evaluated to determine whether any line items are unbalanced. Offerors are cautioned to distribute costs appropriately.

- (b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror, within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

NATIONAL FORESTS IN MISSISSIPPI MINOR TRAIL BRIDGE REPAIR SCHEDULE								
Item	District	Trail Name	Bridge Number	M.P.	Length (ft)	Width (ft)	Area (ft ²)	Description of Work
1.1	De Soto	Tuxachanie	12249	0.01	24.00	10.00	240.00	Clean Channel
1.2	De Soto	Tuxachanie	100.05	0.05	24.00	10.00	240.00	Clean Channel
4.3-1, 4.3-2	De Soto	Black Creek	3505.225	5.225	32.00	6.20	198.40	Pressure Wash and Treat with rust remover/inhibitor, Brush Bridge
4.4-1, 4.4-2	De Soto	Black Creek	3527.592	27.592	30.00	6.00	180.00	Pressure Wash and Treat with rust remover/inhibitor, Brush Bridge
4.5	De Soto	Black Creek	3529.96	29.96	25.00	4.00	100.00	Brush Bridge
5.13	Tombigee	Noxubee Hills	Half Bridge	N33 14.850 W89 07.233	33.40	4.50	150.30	Build up approaches
6.10, 6.11, 6.12	Tombigbee	Chata	Major	TBD				Install 4" of aggregate to build up approaches
8.9	Tombigbee	Witch Dance	41.3237	N33 55.962 W88 56.918	30.00	8.00	240.00	Clean Deck
9	Tombigbee	Three Bridges/ Noxubee Hills	Major	N33 13.600 W 89 06.251	26.50	5.00	132.50	Set new pilings; extend stringers; repair scour on west end
11.6	Bienville	Marathon #3	25	N32 11.959 W89 21.682	20.00	4.67	93.40	Clean Channel
13-3	Bienville	Shongelo	2800.247	0.247	36.00	6.50	234.00	Install 4" of aggregate surfacing to each approach
14.8	Holly Springs	Puskus	14-240	N34 26.027 W89 21.126	34.00	7.00	238.00	Clean Channel

NATIONAL FORESTS IN MISSISSIPPI MAJOR TRAIL BRIDGE REPAIR SCHEDULE								
<u>Item</u>	<u>District</u>	<u>Trail Name</u>	<u>Bridge Number</u>	<u>M.P.</u>	<u>Length</u>	<u>Width</u>	<u>Area</u>	<u>Description of Work</u>
1.20	De Soto	Tuxachanie	11	TBD	16.00	2.42	38.72	Install bridge railing
1.21	De Soto	Tuxachanie	Boardwalk 2	TBD	42.00	1.75	73.50	Replace all decking (2x6)
3.31	De Soto	Black Creek Wilderness	5	579+35	14.17	2.67	37.83	Replace 6 deck boards (2x6)
3.32	De Soto	Black Creek Wilderness	8	512+53	14.17	2.67	37.83	Replace 6 deck boards (2x6)
3.33	De Soto	Black Creek Wilderness	12	434+17	14.08	2.67	37.59	Replace all decking (2x6)
4.23	De Soto	Black Creek	Boardwalk 9	1868+21	200.00	1.50	300.00	Replace 2 running planks (2X8)
4.24	De Soto	Black Creek	14	313+96	14.67	2.67	39.17	Replace all decking (2x6)
4.25	De Soto	Black Creek	18	N31 01.382 W89 04.372	27.00	3.5	94.50	Install handrail on one side
4.26	De Soto	Black Creek	19	N31 01.574 W89 04.899	30.00	3	90.00	Repair handrail on one side
4.27	De Soto	Black Creek	20	1228+23	19.00	2.67	50.67	Reset Entire Bridge
4.28	De Soto	Black Creek	21	1236+68	14.00	2.67	37.380	Replace decking (2x6)
4.29	De Soto	Black Creek	22	N31 01.648 W89 05.597	28.25	2.58	72.89	Replace decking (2x6)
4.30	De Soto	Black Creek	23	N31 01.755 W89 06.002	26.50	2.67	70.67	Install bridge railing on one side
5.38	Tombigbee	Noxubee	3226.568	N33 14.992 W89 07.267	45.00	6.00	270.00	Replace Railing
6.39	Tombigbee	Chata		N33 16.533 W89 09.033	10.40	4.00	41.60	Repair scour at each end
7.40-1, 7.40-2, 7.40-2	Tombigbee	Robinson Road	Major	N33 12.517 W88 57.583	25.80	7.00	180.60	Install ramps on approaches; install railing; install curbing

NATIONAL FORESTS IN MISSISSIPPI MAJOR TRAIL BRIDGE REPAIR SCHEDULE, CONTINUED								
9.41-1, 9.41-1, 9.41-1	Tombigbee	3 Bridges/ NH	Major	N33 13.600 W 89 06.251	26.50	5.00	132.50	Set new pilings; extend stringers; repair scour on west end
9.42	Tombigbee	3 Bridges/ NH		N33 13.617 W89 06.567	20.40	5.00	102.00	Extend stringers to counteract scour
12.36	Bienville	Marathon Lake		TBD	19.50	4.00	78.00	Replace 1 deck board (2x6); replace five (5) boards (2x4) on handrails
15.34	Chickasawhay	Turkey Fork	Metal Trail Bridge	N31 20.187 W88 42.000	20.20	4.00	80.80	Install curbing ((2x4)
15.35	Chickasawhay	Turkey Fork	Wooden Trail Bridge	N31 20.407 W88 42.437	14.00	1.00	14.00	Install curbing ((2x4)
10.43-1, 10.43-2, 10.43-3	Tombigbee	Log Jump/NH		N33 13.633 W89 05.567	33.90	5.00	169.50	Repair railing; set new piling; extend stringers
13-1, 13-2	Bienville	Shongelo	2800.247	0.247	36.00	6.50	234.00	Replace six (6) deck planks (2x6); replace curbing

NATIONAL FORESTS IN MISSISSIPPI TRAIL BRIDGE DEMOLITION AND PAVING SCHEDULE			
Item No.	Trail Name	Bridge	Task
1.54-1 through 1.54-8	Tuxachanie Hiking Trail	Boardwalks 3, 4, 5, 6, 7, 9, 10 and Bridge 12	Demolish Structure
1.55-1 through 1.55-8	Tuxachanie Hiking Trail	Boardwalks 3, 4, 5, 6, 9, 10, and Bridge 12	Install Pavestone
2.56-1, 2.56-2	Bethel Bike Trail	Bridge 1, Boardwalk 2	Demolish Structure
2.57-1, 2.57-2	Bethel Bike Trail	Bridge 1, Boardwalk 2	Install Pavestone
3.58	Black Creek Wilderness	Boardwalk 1, Bridges 2, 3, 4, 6, 7, 9, 10, 13, 15, 17, 18, 19, 20, and 21	Demolish Structure
4.59-1 through 4.59-4	Black Creek Trail	Bridges 8, 16, 28, 35	Demolish Structure

STATEMENT OF WORK

DESCRIPTION OF WORK

This project includes the completion of trail bridge demolition, maintenance and repairs, and the installation of pervious paving across trails on the National Forests in Mississippi. Areas of work include the Bienville, De Soto, Chickasawhay, Holly Springs, and Tombigbee Ranger Districts.

The contractor shall provide all materials, labor, equipment, tools, transportation, and expertise necessary to successfully complete the necessary work. All demolished bridge components become the property of the contractor and shall be properly disposed of off of Forest Service property. For repair work, the contractor shall refer to Forest Service Standard Drawings (<http://www.fs.fed.us/eng/bridges/drawings.htm>) to determine the proper size and/or configuration of bridge components that are to be repaired and/or installed (i.e., handrails, stringers, foundations, etc.). These configurations/sizes shall be approved by the COR prior to installation.

PERVIOUS PAVING INSTALLATION GUIDELINES

This section includes guidelines and specifications for the installation of Turfstone as manufactured by Pavestone Company (985) 882-9111, or an equal approved by the COR.

Turfstone Specifications: Dimensions	16 3/4" x 23 6/8" x 3 1/8"
(Inches):	
Weight per Piece:	58 Lbs. per Piece
Compressive Strength:	8000 PSI (ASTM C1319)

Where select bridges or boardwalks are to be demolished, pervious pavers will be installed in wet areas to stabilize the railway and allow for pedestrian traffic. The COR shall approve the preliminary layout of the paving installation on the ground prior to beginning the work.

Remove, by cutting out, all damaged areas of surface and work material smoothly over the entire block installation width. Dig to the depth of the grid pavement unit to be installed (approximately 3"). Ensure that the finished surface is level.

Place filter cloth on the prepared surface. Blocks are to be placed such that the long edge (23 6/8") is perpendicular to the direction of traffic. In areas where boardwalks have been removed, the block shall be placed to produce a 2' tread width, or 1 block width. In areas of bridge removal, the block shall be placed to produce a 6' tread width, or 3 block widths. Place and bed blocks so they interlock, are stable, and form a smooth and uniform tread surface. Bury beginning and ending blocks at a 30-degree angle.

After approval of the grid block installation by the COR, place and compact crushed aggregate material into all holes and around grid pavement units. Operate hauling and spreading equipment uniformly over the full width of the installation until no further compaction is visually detected. The final compacted depth of aggregate shall be 2" above the top surface of the pavers.

GUIDELINES FOR OTHER WORK

Pressure Washing/Rust Inhibitor: Pressure wash the bridge surface and treat with a rust remover/inhibitor such as OSPHO, or an equal that has been approved by the COR. Exercise care to prevent damage to bridge surface.

Deck Cleaning: Remove all dirt and debris from the bridge deck and ensure that any drains are free from obstructions. Scatter all debris on the downstream side of the crossing.

Bagged Riprap/Scour Repair: Place pre-mixed bagged concrete along stream or channel banks around bridge to prevent or counteract scour/erosion.

In areas of existing scour on stream banks, remove damaged areas of the surface and work material smoothly over the area prior to placement.

Channel Cleaning: Remove brush, debris, and any other obstructions from the stream channel. The channel shall be cleaned a distance of 20' from each side of the centerline of the bridge for a total width of 40'.

Brushing: Remove brush from bridge surfaces and approaches. Scatter debris on the downstream side of the crossing.

*Some work (including but not limited to clearing, grubbing, earthwork, site preparation, etc.) is considered incidental and will not be paid for under separate work items.

OTHER INFORMATION

The offeror must submit the names of all subcontractors that will perform work or provide services under the contract. A brief summary of relevant experience of each subcontractor and their key personnel must also be submitted.

Maps showing the locations of the bridges are included as an attachment. Access to sites involving pervious paving installation will be accessible by a small farm tractor, in which materials can be transported to the sites via the tractor bucket. Some other sites may be accessible by foot only and will require that crews "walk in or out" bridge components and tools. When possible, access to the general work area shall be by US Forest Service system roads via state and local network roads. Access to these work sites shall be over seasonal, unsurfaced, closed logging roads along routes specified by the Contracting Officer. Access for rubber tired equipment and trucks shall be to one side of the stream only. Work shall include provisions for road opening, resource protection during construction, and stabilization upon completion as follows. After Forest Service roads have served their purpose the contractor shall give notice and shall remove temporary culverts, eliminate ditches, outslope the roadbed, remove ruts, remove outside berms by pulling the material back onto the road surface, effectively block the road to normal vehicular traffic, and build cross ditches and water bars as staked or otherwise marked on the ground by the COR unless agreed otherwise in writing. When temporary bridges and culverts are removed, associated fills shall also be removed to the extent necessary to restore channel to natural size, slope and bottom, and to permit normal maximum flow of water and protection of adjacent resources.

General Decision Number: MS100215 03/12/2010 MS215
Superseded General Decision Number: MS20080215
State: Mississippi
Construction Type: Highway
County: Harrison County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number Publication Date
0 03/12/2010

* ELEC0903-003 12/01/2009

	Rates	Fringes
ELECTRICIAN.....	\$ 23.20	6.79

SUMS2008-133 09/04/2008		

	Rates	Fringes
CARPENTER, Including Form Work...	\$ 13.00	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.25	0.00
LABORER: Common or General.....	\$ 8.00	0.00
LABORER: Pipelayer.....	\$ 10.17	0.00
OPERATOR: Backhoe.....	\$ 12.57	0.00
OPERATOR: Broom.....	\$ 8.00	0.00
OPERATOR: Bulldozer.....	\$ 11.63	0.00
OPERATOR: Grader/Blade.....	\$ 11.10	0.00
OPERATOR: Mechanic.....	\$ 13.00	0.00
OPERATOR: Piledriver.....	\$ 12.50	1.23
OPERATOR: Roller.....	\$ 9.31	0.00
OPERATOR: Scraper.....	\$ 10.00	0.00
TRUCK DRIVER.....	\$ 11.00	0.00

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

=====

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

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

State: Mississippi
Construction Type: Highway
County: Perry County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number Publication Date
0 03/12/2010

* ELEC0903-003 12/01/2009

	Rates	Fringes
ELECTRICIAN.....	\$ 23.20	6.79

SUMS2008-137 09/04/2008

	Rates	Fringes
CARPENTER, Including Form Work...	\$ 12.08	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 11.54	1.63
LABORER: Common or General.....	\$ 8.34	0.00
LABORER: Pipelayer.....	\$ 10.17	0.00
OPERATOR: Backhoe.....	\$ 12.57	0.00
OPERATOR: Broom.....	\$ 8.00	0.00
OPERATOR: Bulldozer.....	\$ 11.63	0.00
OPERATOR: Grader/Blade.....	\$ 11.10	0.00
OPERATOR: Mechanic.....	\$ 13.00	0.00
OPERATOR: Piledriver.....	\$ 12.50	1.23
OPERATOR: Roller.....	\$ 9.31	0.00
OPERATOR: Scraper.....	\$ 10.00	0.00
TRUCK DRIVER.....	\$ 10.34	0.00

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

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

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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.

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

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

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

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

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

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

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

END OF GENERAL DECISION

General Decision Number: MS100205 03/12/2010 MS205
Superseded General Decision Number: MS20080205
State: Mississippi
Construction Type: Highway
Counties: Choctaw and Clay Counties in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building

structures in rest area projects & railroad construction;
bascul, suspension & spandrel arch bridges designed for
commercial navigation, bridges involving marine construction;
and other major bridges).

Modification Number Publication Date
0 03/12/2010

* ELEC0917-003 12/01/2009

	Rates	Fringes
ELECTRICIAN.....	\$ 22.25	8.29

SUMS2008-123 09/04/2008

	Rates	Fringes
CARPENTER, Including Form Work...	\$ 12.42	0.87
CEMENT MASON/CONCRETE FINISHER...	\$ 10.75	0.00
IRONWORKER, REINFORCING.....	\$ 9.67	0.00
LABORER: Common or General.....	\$ 8.23	0.00
LABORER: Pipelayer.....	\$ 9.75	0.00
OPERATOR: Backhoe/Excavator.....	\$ 12.36	0.00
OPERATOR: Broom.....	\$ 10.17	0.00
OPERATOR: Bulldozer.....	\$ 12.18	0.00
OPERATOR: Crane.....	\$ 15.04	0.00
OPERATOR: Grader/Blade.....	\$ 13.00	0.00
OPERATOR: Loader.....	\$ 10.48	0.00
OPERATOR: Mechanic.....	\$ 10.60	0.00
OPERATOR: Oiler.....	\$ 12.33	0.48
OPERATOR: Roller.....	\$ 9.65	0.00
OPERATOR: Scraper.....	\$ 11.15	0.00
OPERATOR: Tractor.....	\$ 10.71	0.00
OPERATOR: Asphalt Paver and Asphalt Spreader.....	\$ 10.00	0.00
TRUCK DRIVER.....	\$ 9.68	0.00

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

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

In the listing above, the "SU" designation means that rates
listed under the
identifier do not reflect collectively bargained wage and
fringe benefit
rates. Other designations indicate unions whose rates have
been determined
to be prevailing.

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

General Decision Number: MS100201 03/12/2010 MS201
Superseded General Decision Number: MS20080201
State: Mississippi
Construction Type: Highway
County: Winston County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number Publication Date
0 03/12/2010

* ELEC0917-003 12/01/2009

	Rates	Fringes
ELECTRICIAN.....	\$ 22.25	8.29

SUMS2008-119 09/04/2008

	Rates	Fringes
CARPENTER.....	\$ 12.90	0.87
CEMENT MASON/CONCRETE FINISHER...	\$ 10.75	0.00
IRONWORKER, REINFORCING.....	\$ 9.67	0.00
LABORER: Common or General.....	\$ 8.23	0.00
LABORER: Pipelayer.....	\$ 9.75	0.00
LABORER: Asphalt Raker and Asphalt Shoveler.....	\$ 7.50	0.00
OPERATOR: Backhoe.....	\$ 12.36	0.00
OPERATOR: Broom.....	\$ 10.17	0.00
OPERATOR: Bulldozer.....	\$ 12.18	0.00
OPERATOR: Crane.....	\$ 15.04	0.00
OPERATOR: Grader/Blade.....	\$ 13.00	0.00
OPERATOR: Loader.....	\$ 10.48	0.00
OPERATOR: Mechanic.....	\$ 10.60	0.00
OPERATOR: Oiler.....	\$ 12.33	0.48
OPERATOR: Roller.....	\$ 9.65	0.00
OPERATOR: Scraper.....	\$ 11.15	0.00
OPERATOR: Tractor.....	\$ 10.71	0.00
OPERATOR: Asphalt Paver and Asphalt Spreader.....	\$ 10.00	0.00
TRUCK DRIVER.....	\$ 9.68	0.00

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

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

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

Washington, DC 20210

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

END OF GENERAL DECISION

General Decision Number: MS100180 03/26/2010 MS180
Superseded General Decision Number: MS20080180
State: Mississippi
Construction Type: Highway
County: Chickasaw County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	03/12/2010
1	03/26/2010

* ELEC0852-001 12/01/2009

	Rates	Fringes
ELECTRICIAN.....	\$ 19.60	8.74+1%

SUMS2008-098 09/04/2008

	Rates	Fringes
CARPENTER, Including Form Work...	\$ 12.42	0.87
CEMENT MASON/CONCRETE FINISHER...	\$ 10.75	0.00
IRONWORKER, REINFORCING.....	\$ 9.67	0.00
LABORER: Common or General.....	\$ 8.07	0.00
LABORER: Pipelayer.....	\$ 9.75	0.00
OPERATOR: Backhoe/Excavator.....	\$ 12.23	0.00
OPERATOR: Broom.....	\$ 10.17	0.00
OPERATOR: Bulldozer.....	\$ 12.18	0.00
OPERATOR: Crane.....	\$ 15.04	0.00
OPERATOR: Grader/Blade.....	\$ 13.00	0.00
OPERATOR: Loader.....	\$ 10.48	0.00
OPERATOR: Mechanic.....	\$ 10.60	0.00
OPERATOR: Oiler.....	\$ 12.33	0.48
OPERATOR: Roller.....	\$ 9.65	0.00
OPERATOR: Scraper.....	\$ 11.15	0.00
OPERATOR: Tractor.....	\$ 10.71	0.00

OPERATOR: Asphalt Paver and Asphalt Spreader.....	\$ 11.00	0.00
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TRUCK DRIVER.....	\$ 9.53	0.00
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the

classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

General Decision Number: MS100209 03/12/2010 MS209
Superseded General Decision Number: MS20080209
State: Mississippi
Construction Type: Highway
Counties: Jasper and Smith Counties in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number Publication Date
0 03/12/2010

* ELEC0480-007 07/01/2009

	Rates	Fringes
ELECTRICIAN.....	\$ 21.80	7.93

SUMS2008-127 09/04/2008

	Rates	Fringes
CARPENTER, Including Form Work...	\$ 10.62	0.67
CEMENT MASON/CONCRETE FINISHER...	\$ 10.67	0.78
IRONWORKER, REINFORCING.....	\$ 10.38	0.00
LABORER: Common or General.....	\$ 8.39	0.00
LABORER: Pipelayer.....	\$ 9.68	0.00
OPERATOR: Backhoe/Excavator.....	\$ 11.45	0.00
OPERATOR: Broom.....	\$ 10.17	0.00
OPERATOR: Bulldozer.....	\$ 11.17	0.00
OPERATOR: Crane.....	\$ 14.57	0.00
OPERATOR: Grader/Blade.....	\$ 11.00	0.00
OPERATOR: Loader.....	\$ 10.15	0.00
OPERATOR: Mechanic.....	\$ 12.04	0.00
OPERATOR: Oiler.....	\$ 12.33	0.48
OPERATOR: Roller.....	\$ 9.31	0.00
OPERATOR: Scraper.....	\$ 10.00	0.00
OPERATOR: Tractor.....	\$ 7.25	0.00
OPERATOR: Asphalt Paver and Asphalt Spreader.....	\$ 10.00	0.00
TRUCK DRIVER.....	\$ 9.63	0.00

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 (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

Administrative Review Board

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

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

END OF GENERAL DECISION

General Decision Number: MS100183 03/12/2010 MS183
Superseded General Decision Number: MS20080183
State: Mississippi
Construction Type: Highway
County: Greene County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number Publication Date
0 03/12/2010

* ELEC0903-003 12/01/2009

	Rates	Fringes
ELECTRICIAN.....	\$ 23.20	6.79

SUMS2008-101 09/04/2008

	Rates	Fringes
CARPENTER, Including Form Work...	\$ 10.42	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 10.67	0.78
IRONWORKER, REINFORCING.....	\$ 10.38	0.00
LABORER: Common or General.....	\$ 8.52	0.00
LABORER: Pipelayer.....	\$ 9.68	0.00
OPERATOR: Backhoe/Excavator.....	\$ 11.58	0.00
OPERATOR: Broom.....	\$ 10.17	0.00
OPERATOR: Bulldozer.....	\$ 11.11	0.00
OPERATOR: Crane.....	\$ 14.57	0.00
OPERATOR: Grader/Blade.....	\$ 11.00	0.00
OPERATOR: Loader.....	\$ 10.15	0.00
OPERATOR: Mechanic.....	\$ 12.04	0.00
OPERATOR: Oiler.....	\$ 12.33	0.48
OPERATOR: Roller.....	\$ 9.31	0.00
OPERATOR: Scraper.....	\$ 10.00	0.00
OPERATOR: Tractor.....	\$ 7.25	0.00
OPERATOR: Asphalt Paver and Asphalt Spreader.....	\$ 10.00	0.00
TRUCK DRIVER.....	\$ 9.00	0.00

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 (29 CFR 5.5(a)(1)(ii)).

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

EXPERIENCE QUESTIONNAIRE		CONTRACTOR NAME, ADDRESS & TELEPHONE			
INSTRUCTIONS: If extra space is needed use the reverse side of this form. Mark "X" in appropriate boxes. Solicitation Number: _____		_____ _____ _____			
Date you can start Project: _____ Number of Days of Performance: _____ How many years do you or your firm have in the line of work contemplated by this solicitation _____? How many years experience in contracting have you or your business had as : (a) prime Contractor _____ and/or (b) Subcontractor _____?					
List below the projects your business has completed within the last 3 years:					
Contract Amount	Type of Project	Date Completed	Name Address & Telephone No. of Person to Contact for Project Info.		
List below all of your firm's contractual commitments running concurrently with the work contemplated by this solicitation:					
Contract No.	Dollar Amt. of Award	Name, Address & Phone No. of Business Govt./Agency	Awarded (Units)	% Completed	Date Contract Completed
Have you ever failed to complete any work awarded to you? Yes () No ()					
Has work ever been completed by performance bond? Yes () No ()					
If "Yes" to either item above specify location(s) and reason(s) why:					
Organization and work that will be available for this project:					
a. Minimum number of employees: () and a 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):					
Minimum progress rate: _____ Maximum progress rate: _____					
List below the experience of the principal individuals of your business:					
Name	Present Position	Years of Experience	Magnitude and Type of Work		
CERTIFICATION					
By signature on the SF-18, 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. (You may attach additional information as needed)					
