



REGION 4 UTAH ACQUISITION SUPPORT CENTER INSTRUCTIONAL COVER SHEET

ISSUING OFFICE:

USDA-FOREST SERVICE
UTAH ACQUISITION SUPPORT CENTER
2222 WEST 2300 SOUTH
SALT LAKE CITY, UT 84119-2020
FAX 801-975-3483

SOLICITATION NO. AG-84N8-S-16-0032

PROPOSALS ARE SOLICITED FOR: PRICE YARD WAREHOUSE RESTROOM REMODEL PROJECT – MANTI LASAL NATIONAL FOREST

SET-ASIDE: SMALL BUSINESS

IMPORTANT –OFFEROR SHALL SUBMIT THE FOLLOWING DOCUMENTS WITH THEIR RESPONSE TO THIS SOLICITATION:

1. SF 1442 (Complete, date, and sign Page 2 & 3)
2. Schedule of Items (Page 4)
3. Representations and Certifications – Complete registration at System for Award Management database, website: www.sam.gov
4. Experience Questionnaire (Attachment 1, Page 18-19)
5. AGAR 104 (Attachment 2, Page 20)

IT IS REQUIRED THAT YOU WRITE THE SOLICITATION NUMBER ON THE OUTSIDE OF YOUR ENVELOPE. FAXED QUOTES WILL BE ACCEPTABLE: FAX 801-975-3483, Attn: Lori Martinez

Return to: Utah Acquisition Support Center
2222 West 2300 South
Salt Lake City, UT 84119-2020
Solicitation No. AG-84N8-S-16-0032, Attn: Lori Martinez

IT IS REQUIRED THAT ALL CONTRACTORS BE REGISTERED IN THE SYSTEM FOR AWARD MANAGEMENT DATABASE AND BE REGISTERED UNDER THE NAICS CODE THAT THIS SOLICITATION IS BEING ISSUED UNDER PRIOR TO AWARD UNDER THIS SOLICITATION: WWW.SAM.GOV

EFFECTIVE APRIL 22, 2012 – REMEMBER TO COMPLETE/UPDATE YOUR NEW CERTIFICATION FAPIIS THROUGH SAM.

OMB APPROVAL NO. 2700-0042

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. AG-84N8-S-16-0032	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED February 24, 2016	PAGE OF PAGES
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 788329	6. PROJECT NO.
7. ISSUED BY Utah Acquisition Support Center 2222 West 2300 South Salt Lake City, UT 84119-2020	CODE 84N8	8. ADDRESS OFFER TO Utah Acquisition Support Center ATTN: Lori Martinez 2222 West 2300 South Salt Lake City, UT 84119-2020
9. FOR INFORMATION CALL:	A. NAME Lori Martinez (Contracting) Cathy Christensen (Technical)	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 801-975-3428 435-636-3552

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):

Price Yard Warehouse Restroom Remodel Project, Manti LaSal National Forest, Price, Carbon County, Utah

The magnitude estimated price range is: less than \$25,00011. The Contractor shall begin performance within 10 calendar days and complete it within 30 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?(If "YES," indicate within how many calendar days after award in Item 12B.)
 YES NO12B. CALENDAR DAYS
NA

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Quotes/Offers to perform the work required are due at the place specified in Item 8 by **1:00 p.m. local time March 18, 2016**. 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. (Include area code)
CODE	16. REMITTANCE ADDRESS (Include only if different than Item 14)
FACILITY CODE	

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 <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	
26. ADMINISTERED BY	CODE	27. PAYMENT WILL BE MADE BY	

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return ____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requirements identified on this form and any continuation sheets for the consideration stated 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.		<input type="checkbox"/> 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 BY	31C. AWARD DATE

SECTION B - Supplies or Services and Prices/Costs Schedule of Items

SCHEDULE OF ITEMS Price Yard Warehouse Restroom Remodel - 2016 Manti LaSal National Forest (Page 1 of 1)						
ITEM NUMBER	DESCRIPTION	METHOD OF MEAS	UNIT	QTY	PRICE	SUB TOTAL
01732-1	SELECTIVE DEMOLITION	LSQ	LS	1		
1	BATHROOM REMODEL	LSQ	LS	1		
TOTAL						

This solicitation and any resulting contract is a firm-fixed price type of contract, which under the definition in FAR 16.202-1, “this type of contract provides for a price that is not subject to any adjustment on the basis of the contractor’s cost experience in performing the contract. This contract type places upon the contractor maximum risk and full responsibility for all costs and resulting profit or loss.”

Prices on the Schedule shall reflect Contractor’s full cost for materials, labor, supervision, overhead costs, and incidental items.

The Government shall issue a contract to the Contractor who offers the best value to the Government. Best Value will be based on the evaluation factors listed in the Evaluation Factors listed in Section M.

Contract Time: 180 Calendar Days

Estimated Start Date: April 2016 TBD

Point of Contacts: Cathy Christensen, COR, 435-636-3552,
Lori Martinez, CO, 801-975-3428, lemartinez@fs.fed.us

Notice to Offerors: Funds have been reserved but are not presently available for this project. No Award will be made under this solicitation until funds are available. The Government reserves the right to cancel this solicitation, either before or after the closing date. In the event the Government cancels this solicitation, the Government has no obligation to reimburse an offeror for any costs.

Business Name: _____

Offeror’s Name & Title: _____

Date: _____

Dun’s Number: _____

Section C - Description/Specifications/Statement of Work

See attachment: “SPECS_Price Yard Warehouse Restroom Remodel Project”

SECTION D - Packaging and Marking

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

SECTION E - Inspection and Acceptance

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.farsite.hill.af.mil

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-12 Inspection of Construction (AUG 1996)

SECTION F - Deliveries or Performance

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.242-14 Suspension of Work (APR 1984)

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 30 calendar days after the date the contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises.

AGAR 452.236-75 Maximum Workweek – Construction Schedule (NOV 1996)

Within 10 calendar days after receipt of a written request from the Contracting Officer, the Contractor must submit the following information in writing for approval:

- (a) A schedule as required by FAR clause 52.236-15, Schedules for Construction Contracts, and
- (b) The hours (including the daily starting and stopping times) and days of the week the Contractor proposed to carry out the work.

The maximum workweek that will be approved is to be negotiated if needed.

SECTION G - Contract Administration Data

G-1. CONTRACTING OFFICE

The Utah Acquisition Support Center of the United States Forest Service, Department of Agriculture is responsible for this solicitation, award and administration of the contract. All written correspondence shall reference the contract number and/or solicitation number.

Communications shall be directed to:

Contracting Officer
USDA-FS, Utah Acquisition Support Center
2222 West 2300 South, 2nd Floor
Salt Lake City, UT 84119-2020

G-2. CONTRACTING OFFICER'S REPRESENTATIVE

An awarded contract **will** have a Contracting Officer's Representative (COR). Such designations will be made by appointment letter.

G-3. SUBCONTRACTS

Before entering into a subcontract covering any part of the work called for, the Contractor shall inform the Contracting Officer and submit information required by the Contracting Officer.

G-4. INVOICES

The vendor will provide an invoice for each transaction. Each invoice will contain the following information:

1. Name of Contractor
2. Contractor Address
3. Contractor Phone Number
4. Contract Number
5. Date of Delivery or Receipt
6. Itemized List of Supplies or Services Furnished
7. Quantity, Unit Price, and Applicable Discounts
8. Signature of Person Receiving Supplies or Services

An invoice shall be submitted after each transaction stating their total dollar value, supported by receipt copies. The information will be the responsibility of the contractor. Failure to provide this information will result in delayed payment.

All invoices will be processed using the Department of Treasury's Invoice Processing Platform (IPP), visit <http://www.ipp.gov> to learn more. Contractors must follow the instructions on how to register and submit invoices via IPP.

SECTION H - Special Contract Requirements

H-1. PHYSICAL DATA (FAR 52.236-4)(APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by visual inspection and physical measurements.

(b) Weather conditions n/a.

(c) Transportation facilities n/a.

(d) n/a

H-2 FIRE PRECAUTIONS

This plan outlines the channels of responsibility for fire prevention and suppression activities and sets up an attack procedure in the event of fire within the Project Area. The Project Area is defined as that area which is in and adjacent to the project rights-of-way and work areas and all roads used in connection with the work.

I. RESPONSIBILITIES

A. Contractor

Fire Suppression

1. It is understood and agreed that the Contractor will do all in his power to prevent and suppress fires on or adjacent to the Project Area, as stipulated in the contract.

2. Is responsible for and will direct all fires activities on the project until relieved by a Forest Officer and will insure that prevention and suppression action are in accordance with contract requirements, including this fire plan. He will delegate the next higher in authority on the job to be responsible for the above activities when he is not on the project.

3. In line with this agreement, men will be supplied from the Contractor's crew to fight fires on the project area up to the total number of men employed by the Contractor as they are needed by the Fire Boss. The Forest Service will make every effort to avoid calling on the Contractor for action on fires outside the Contract project area except in emergencies and will call out all needed available help to control fires in the general area.

4. The Contractor issues that this Fire Plan will be complied with by him and his employees for the duration of the contract.

B. Forest Service District Ranger

1. Is responsible for all fire activities on the Ranger District on which the contract project is located. He or his representative will discuss the fire plan with the Contractor and will discuss with him

the equipment and manpower action to be taken when a fire occurs. He will notify the Contractor through the Contracting Officer's Representative (COR) to take correction measures when fire requirements are not complied with.

II. CONTRACTOR'S RESPONSIBILITY WHEN A FIRE OCCURS WITHIN THE CONTRACT PROJECT AREA

- A. He will immediately send the entire contract crew with tools and equipment to the fire and take initial-attack suppression action.
- B. Immediately notify the nearest Forest Service Fire Control Officer or other Forest Service employee of fire location and action taken
- C. Designate a man to act as dispatcher who will handle messages and initiate action upon request until relieved.

III. CONTRACTOR FURNISHED MANPOWER, TOOLS, AND EQUIPMENT REQUIRED ON ALL CONTRACTS (PROJECTS) DURING FIRE SEASON

- A. The Contractor shall furnish to the COR a list of manpower and equipment used on the contract on forms furnished by the Forest Service. Changes in Contractor's personnel shall be reflected in amendment to the list.

Fire Prevention

Smoking. Will be prohibited in the woods during the fire season, May 10 through October 20, except in areas agreed upon by the Contractor and Contracting Officer's Representative. No smoking is permitted while walking or working in the woods.

Refueling Chainsaw/Soil Auger. Refueling will be confined to a six-foot diameter cleared to mineral earth. Chainsaws/soil auger sparks arrester shall be U.S. Forest Service approved, and will be cleaned daily. A size "0" or larger round-pointed shovel with a minimum of a 38-1/2" handle and a fire extinguisher shall be within 10 feet of actual point of chainsaw/soil auger operation.

Burning, Blasting, or Welding. Permit will be required and will contain special stipulations pertinent to the particular job.

Spark Arresters. All internal combustion power equipment used by the Contractor on the project shall be equipped with an approved spark arrester as set forth in the publication of the USDA Forest Service, entitled "Standard 5100-1a for Spark Arresters for Internal Combustion Engines" as amended under date of July 1970, and be listed in the most recent "Spark Arrester Guide" as having been approved as meeting above standard. They shall be cleaned regularly and maintained in satisfactory working condition. The following are exempt from the requirements of the rule:

- (a) Turbo-charged internal combustion engines in which 100 percent of the exhaust gasses pass through a turbo-charged;
- (b) Engines of passenger carrying vehicles and light trucks equipped with a muffler with baffles that are kept in good repair (glass packs are not an approved muffler for wildland work);
- (c) Water pumping equipment used in firefighting.

Spark arresters must comply with all State and Federal fire requirements.

Lunch and Warming Fires. Cooking and warming fires will not normally be permitted and then only by written permit by the COR which contain stipulations regulating use of such fires.

Hand Tools. The Contractor shall furnish one size "0" shovel (38-1/2" handle minimum) or larger, one axe, or pulaski with 26" handle or larger, and one 5 BC or larger rated pressurized fire extinguisher for each truck, each personal vehicle, each tractor, and each grader. For each welder he shall furnish one size "0" shovel and one backpack pump. For each gasoline power tools (power saw, soil auger, etc.), one shovel (38-1/2" handle minimum) and one 8-ounce or larger BC rated chemical-pressurized fire extinguisher.

Contractor shall also furnish any other equipment called for elsewhere in the contract. The shovel and fire extinguisher will be located within 10 feet of the operating chainsaw/power auger.

Storage and Parking Areas. Equipment service area, parking area, and gas and oil drum storage areas will be cleared of all flammable material for a radius of at least fifty feet. These areas must be approved in writing by the Contracting Officer's Representative in advance of use. Small stationary engine sites shall be cleared of flammable material for a radius of at least fifteen feet from such engine.

Fire Tool Box. A red fire tool box will be required to be on each work site while work is being performed. This fire tool box will contain sufficient tools to equip all persons engaged in Contractor's operation. Fire tools shall be used only for suppressing wildfires. Tools shall be stored in fireboxes provided by the Contractor and readily available to employees. Each tool box shall be marked, "Tools for Fire Only." The COR will inspect the fire tool box and then seal the box.

SECTION I - Contract Clauses

- 52.202-1 Definitions. (JAN 2012)
- 52.203-03 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. (OCT 2010)
- 52.204-7 Central Contractor Registration. (FEB 2012)
- 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (DEC 2010)
- 52.211-18 Variation in Estimated Quantity. (APR 1984)
- 52.219-6 Notice of Total Small business Set-Aside
- 52.219-8 Utilization of Small Business Concerns. (JAN 2011)
- 52.222-7 Withholding of Funds. (FEB 1988)
- 52.222-8 Payrolls and Basic Records. (JUN 2010)
- 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)
- 52.222-35 Equal Opportunity for Veterans. (SEP 2010)
- 52.222-36 Affirmative Action for Workers with Disabilities. (OCT 2010)
- 52.222-50 Combating Trafficking in persons (FEB 2009)
- 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts. (DEC 2007)
- 52.223-5 Pollution Prevention and Right-to-Know Information. (May 2011)
- 52.223-6 Drug-Free Workplace. (MAY 2001)
- 52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts. (MAY 2008)
- 52.223-18 Contractor Policy to Ban Text Messaging While Driving. (AUG 2011)
- 52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)
- 52.225-25 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. (NOV 2011)
- 52.232-5 Payments under Fixed-Price Construction Contracts. (SEP 2002)
- 52.232-27 Prompt Payment for Construction Contracts. (OCT 2008)
- 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration. (OCT 2003)
- 52.233-1 Disputes. (JUL 2002)
- 52.233-3 Protest after Award. (AUG 1996)
- 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)
- 52.236-6 Superintendence by the Contractor. (APR 1984)
- 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)
- 52.236-10 Operations and Storage Areas. (APR 1984)

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)
52.236-14	Availability and Use of Utility Services. (APR 1984)
52.236-15	Schedules for Construction Contracts. (APR 1984)
52.236-17	Layout of Work. (Apr 1984)
52.236-21	Specifications and Drawings for Construction. (FEB 1997)
52.236-28	Preparation of Proposals -- Construction (Oct 1997)
52.243-4	Changes. (JUN 2007)
52.246-21	Warranty of Construction. (MAR 1994)
52.249-10	Default (Fixed-Price Construction). (APR 1984)
452.236-71	Prohibition Against the Use of Lead-Based Paint. (NOV 1996)
452.236-73	Archaeological or Historic Sites. (FEB 1988)

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 30 calendar days after the date the contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.222-5 Construction Wage Rate Requirements--Secondary Site of the Work. (MAY 2014)

(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, Construction Wage Rate Requirements, 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.

(End of provision)

52.222-6 Construction Wage Rate Requirements. (MAY 2014)

General Decision Number: UT1200026 dated 01/06/2012 UT26 applies to the residential work on this project.

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 Elouise Fowler, 2222 West 2300 South, Salt Lake City, UT 84119-2020.

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

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 twenty (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.

(End of clause)

52.236-26 Preconstruction Conference. (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed. Date and time to be determined, normally within 10 day of issuance of Notice To Proceed.

52.244-6 Subcontracts for Commercial Items. (DEC 2015)

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

“Commercial item” has the meaning contained Federal Acquisition Regulation 2.101, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509), if the subcontract exceeds \$5.5 million and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor

must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212(a));

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employments Reports on Veterans (Oct 2015) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(x)

(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xi) 52.222-55, Minimum Wages under Executive Order 13658 (Dec 2015).

(xii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

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

Document 1	Experience Questionnaire	Page 18-19
Document 2	AGAR 104B	Page 20
Document 3	Wage Determination UT140026 01/03/2014, UT26	Page 21-25

Attachment 1	SPECS_	Pages 122
Attachment 2	DRAWINGS	Pages 7

USDA Forest Service <p style="text-align: center;"><u>EXPERIENCE QUESTIONNAIRE</u></p> Instructions: See Box 11, Remarks, if extra space is needed to answer any item below, Mark "X" in appropriate boxes.	1. Contractor Name, Address, and Telephone Number		
2. Submitted to (Office Name and Address)	3. Business <input type="checkbox"/> Company <input type="checkbox"/> Co-partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Non-profit Organization		
4. How many years do you or your firm have in the line of work contemplated by this solicitation?			
5. How many years experience have you or your business had as a (a) prime contractor ____ and/or (b) sub-contractor ____?			
6. List below the projects your business has completed within the last three years:			
Contract Amount	Type of Project	Date Completed	Name, Address, and Telephone No. of Owner/Person to Contact for Project Information

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

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

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

EXPERIENCE QUESTIONNAIRE CONTINUED

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

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

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

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

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

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

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

<p>CERTIFICATION</p> <p>I certify that all of the statements made by me are complete and correct to the best of my knowledge, and that any persons named as references are authorized to furnish the Forest Service with any information needed to verify my capability to perform this project.</p>	<p>12a. CERTIFYING OFFICIAL'S NAME AND TITLE</p>
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AGAR Procurement Advisory 104 B

AGAR 452.209-70 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under Any Federal Law – Fiscal Year 2015 Appropriations and Beyond (Deviation 2015-01)

(Contractor is required to fill out this form and return with any quote submitted for this solicitation)

(a) In accordance with sections 744 and 745 of Division E, Title VII, of the Consolidate and Further Continuing Appropriations Act, 2015 (Pub.L.113-235), none of the funds made available by this or any other act may be used to enter into a contract with any corporation that –

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interest of the Government.

(b) The Offeror represents that –

- (1) It is [], is not [] (check one) a corporation that has any unpaid Federal liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collection the tax liability,
- (2) It is [], is not [] (check one) a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months. (end of provisions)

Name of Company:	Date:
Name of Company Representative (print):	
Signature of Representative:	
Duns No:	

Document 3 – Wage Determination

General Decision Number: UT160091 01/29/2016 UT91

Superseded General Decision Number: UT20150091

State: Utah

Construction Type: Building

County: Carbon County in Utah.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	01/29/2016

BOIL0004-001 01/01/2014

	Rates	Fringes
BOILERMAKER.....	\$ 32.22	27.07

* ELEC0354-001 01/01/2016

	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 23.51	9.97
ELECTRICIAN.....	\$ 30.39	11.35

SFUT0669-003 07/01/2013

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 29.93	16.87

SHEE0312-001 07/01/2014

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 32.11	11.40

SUUT2012-002 07/29/2014		
	Rates	Fringes
BRICKLAYER.....	\$ 23.88	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 21.72	1.43
CARPENTER, Excludes Acoustical Ceiling Installation.....	\$ 19.51	5.30
CEMENT MASON/CONCRETE FINISHER...\$	21.11	0.00
INSULATOR - BATT.....\$	12.36	0.19
IRONWORKER, REINFORCING.....\$	15.00	0.00
IRONWORKER, STRUCTURAL.....\$	17.41	6.13
LABORER: Common or General.....\$	13.98	0.00
LABORER: Mason Tender - Brick...\$	16.54	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....\$	16.59	0.79
PLUMBER.....\$	24.00	4.62
TILE FINISHER.....\$	17.00	0.00
TILE SETTER.....\$	20.63	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 (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification

and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION

SECTION K - Representations, Certifications, and Other Statements of Offerors

52.204-8 -- Annual Representations and Certifications. (Jan 2014)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is **238390**

(2) The small business size standard is **\$15.0**

(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 provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM 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 SAM are applicable to this solicitation as indicated:

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

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

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

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

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

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

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

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

(B) Exceed the simplified acquisition threshold; and

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

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

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

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

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

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

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

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

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

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

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

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

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at

52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

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

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

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

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

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

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

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov> . After reviewing the SAM 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 SAM.

(End of Provision)

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

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

(End of provision)

52.204-6 Data Universal Numbering System (DUNS) Number. (JUL 2013)

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

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

452.204-70 Inquiries. (FEB 1988)

52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a Firm fixed-price contract resulting from this solicitation.

(End of provision)

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

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

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

Goals for Minority Participation for Each Trade

5.1%

Goals for Female Participation for Each Trade

6.9%

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

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of

minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Utah (State), Carbon County, Price (City of)**.
(End of provision)

52.225-10 Notice of Buy American Act Requirement - Construction Materials. (MAY 2014)

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

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

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

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

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

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

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

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.
(End of provision)

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: **Lori Martinez, 2222 West 2300 South, Salt Lake City, UT 84119-2020.**

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

52.236-27 Site Visit (Construction). (FEB 1995) - Alternate I (FEB 1995)

There is no scheduled site visit for this project. If you have any questions or concerns, please contact the following:

Technical: Cathleen Christensen, 435-636-3552, cathleenchristensen@fs.fed.us
Contractual: Lori Martinez, 801-975-3428, lemartinez@fs.fed.us

EVALUATION CRITERIA INSTRUCTIONS - When addressing the evaluation criteria in your proposals, the contractor should provide as much detail as possible in describing their capabilities to accomplish the requirements of the RFP. This will enable a thorough evaluation. The evaluation criteria in section M must be addressed in your submitted proposals:

1. Technical Capability

a. Technical Approach

- i. Provide a proposal that will ensure the timely delivery of specified products and materials to the job site allowing for submittal approval, fabrication, and delivery time to the job site.
- ii. A summarized strategy to accomplish the work within the time allotted that coincides with acquisition and equipment plans. Timelines, tables, and/or gantt charts showing the proposed progression of the project would be helpful.
- iii. Demonstrate a project specific quality control plan to ensure that the quality required in the specifications is met. Include documentation that will be submitted to the Contracting Officer. Include onsite quality control personnel and their responsibilities. Include subcontractors planned for onsite materials testing. List testing frequencies if they exceed contract requirements. The quality control plan should address all phases of the work, not only those that require testing.
- iv. Identify the equipment to be used on the job and the projected extent of the use.
- v. Indicate availability to accomplish the project.

b. Experience of Firm and Key Personnel

- i. Contractor should specifically describe the technical abilities offered, how those abilities were acquired, including experience, training, and education.
- ii. Ability to perform the work will be determined by evaluating detailed descriptions of the quality and quantity of personnel. The personnel listed as available are assumed to be dedicated to this job unless otherwise specified. The contractor should provide the following information:
 1. Name and résumé of superintendent to be assigned to the job. Include applicable education, training and experience.
 2. Number of equipment operators. Include applicable training, education, qualifications, and experience.
 3. Number of laborers, including skilled laborers (welders, electricians, plumbers, etc.). Include applicable training, education, certification, licensing, and experience.
- iii. Subcontracting Plan specifying how subcontractors are to be utilized, each subcontractor's specific skills to be utilized for this project shall be included.

2. Past Performance and Experience

- a. Describe relationships & cooperation with customers, such as identification and resolution of problems, and concern for customer interest. Letters of Recommendation are encouraged and will be accepted.
- b. The offeror shall provide specific information of recent relevant contracts which support performance over the past three (3) years and provide a minimum of three references who can confirm your past performance. Firms lacking past performance will receive a neutral rating. References may be contacted regarding such topics as: your firm's capabilities,

efficiency, and effectiveness on their projects; whether your firm's performance conformed to the terms and conditions of their contract; and how reasonable and cooperative your firm was during performance; and your firm's commitment to customer satisfaction. For those contracts with less than positive performance, you are encouraged to provide a description of the problems and the efforts made to correct and to prevent future occurrences. For each relevant contract or reference, the offeror is requested to provide:

- Customer
- Customer's representative, i.e. Contracting Officer, Contracting Officer's Representative and contact information
- Brief description of the job
- Start and completion dates
- Initial bid price
- Contractor's superintendent

The Government may also obtain past performance information from other than the sources identified by the offeror. Information obtained from the Past Performance Information Retrieval System (PPIRS) database located at <http://www.ppirs.gov> is one of the sources that may be utilized. PPIRS functions as the central warehouse for performance assessment reports received from several Federal performance information collection systems and is sponsored by the DOD E-Business Office and administered by the Naval Sea Logistics Center Detachment Portsmouth.

NOTE: In accordance with FAR 15.305, in the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated either favorably or unfavorably in this area, but instead will receive a neutral rating in the area of past performance. Offerors that have relevant past performance and plan to supply references, please provide the following: Contractor's name, phone number and relevant work required in this solicitation.

3. **Price:** Technical capability and past performance when combined are approximately equal to price.
4. The following ratings shall be used when evaluating technical capability:

Excellent – A comprehensive and thorough proposal of exceptional merit with one or more major strengths. No weaknesses or only minor correctable weaknesses exist.

Good – A comprehensive and thorough proposal that demonstrates overall competence. One or more major strengths that clearly outbalance any weaknesses that may exist. Any minor weaknesses are correctable.

Acceptable – A proposal that demonstrates overall competence. One major strength has been found and strengths outbalance any weaknesses that exist. Any major weaknesses are correctable.

Marginal – A proposal that shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not offset by strengths, do not significantly attract nor detract from the offeror's response. Major weaknesses are probably correctable.

Unacceptable – A proposal that has one or more major weakness that are expected to be difficult

to correct, or are not correctable.

5. Past Performance will be rated and ranked with a separate rating chart. Due to differing evaluation descriptions, and in keeping with FAR 15.305 (a)(2)(iv), which states that offerors without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance and, as a result, will receive a "Neutral/Unknown Confidence" rating for the Past Performance factor. A strong record of relevant present and past performance will be considered.

The following ratings shall be used when evaluating past performance:

Excellent – Proposal demonstrates excellent past performance record that significantly exceeds performance standards and exceeded customer satisfaction. The proposal Past Performance record has high probability of success and no risk factors.

Good – Proposal demonstrates good past performance experience record that often exceeds performance standards and exceeded customer satisfaction. The proposal has good probability of success and little risk factors.

Neutral – In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance.

Satisfactory - Proposal demonstrates fair past performance experience that merely met performance standards and had adequate customer satisfaction level. The proposal has fair probability of success and minor risk factors.

Unsatisfactory - Proposal demonstrates inadequate past performance experience likely to cause disruption in meeting performance requirements and had poor customer service. The proposal has low probability of successful performance and has several high risk factors.

SECTION M - Evaluation Factors for Award

Award will be made to the offeror whose proposal is technically acceptable, has the demonstrated competence, and qualifications necessary for the satisfactory performance of this type of contract. Technical capabilities and past performance (non-price factors), when combined will be approximately equal to cost or price.

The technical/price trade-off will not be based on spread between the technical scores but rather on what, in the judgment of the Contracting Officer, specific advantages have been proposed and the value of the advantages as compared to price differentials between offers. The degree of importance of cost as a factor could become greater depending upon the quality of the proposals for other factors evaluated. Where competing proposals are determined to be substantially equal, total cost and other cost factors would become the controlling factors. The critical factor in making any cost/technical trade-offs is not the spread between technical rating, but is rather what it would cost the Government to take advantage of that difference.

This means that award may not necessarily be made to the offeror submitting the lowest proposed price but to an offeror proposing technical advantages that would appear to exceed those needed for the successful performance of the work. Thus the Government reserves the right to make technical/price trade-offs that are in the best interest and to the advantage of the Government.

Proposals should be submitted initially on the most favorable terms from a price and technical standpoint, which the offeror can submit to the Government. However, the Government may, after evaluation of proposals, conduct further oral or written discussions as appropriate, with all offerors whose proposals are within a competitive range.

M-2. EVALUATION FACTORS

The following evaluation factors are listed in descending order of importance.

Failure to adequately address any item or sub-item could remove proposal from consideration and/or reduce your rating.

1. Technical Capability

- a. Technical Approach: Proposal of the contractor's approach that demonstrates the advantages of his/her technical capabilities, including:
 - 1) Schedule for work to ensure timely delivery of specified products and materials to the job site allowing for submittal approval, fabrication, and delivery time to the job site.
 - 2) Strategy to accomplish the work within the time allotted that coincides with acquisition and equipment plans, including timelines, tables, and/or gantt charts showing the proposed progression of the project.
 - 3) Project specific quality control plan for all phase of the project to ensure that the quality required in the specifications is met, including testing and testing frequencies if they exceed contract requirements.
 - 4) Equipment and availability.

b. Experience of Firm and Key Personnel

- 1) Description of the firm's technical abilities, how those abilities were acquired, including experience, training, and education.
- 2) Key Personnel - Descriptions of the availability of key personnel and their ability to perform the work, including relevant experience and technical knowledge, and:
 - a) Name and résumé of superintendent to be assigned to the job;
 - b) Applicable education, training and experience.
 - c) Number of equipment operators. Include applicable training, education, qualifications, and experience.
 - d) Number of laborers, including skilled laborers (welders, electricians, plumbers, etc.). Include applicable training, education, certification, licensing, and experience.
- 3) Subcontracting Plan specifying how subcontractors are to be utilized, each subcontractor's specific skills to be utilized for this project shall be included.

2. Past Performance

- a. Relationships & cooperation with customers, including identification and resolution of problems, and concern for customer interest.
- b. Recent relevant contracts which support performance over the past three (3) years.
- c. Minimum of three references who can confirm past performance.

The Government may also obtain past performance information from other than the sources identified by the offeror. Information obtained from the Past Performance Information Retrieval System (PPIRS) database located at <http://www.ppirs.gov> is one of the sources that may be utilized. PPIRS functions as the central warehouse for performance assessment reports received from several Federal performance information collection systems and is sponsored by the DOD E-Business Office and administered by the Naval Sea Logistics Center Detachment Portsmouth.

***NOTE:** In accordance with FAR 15.305, in the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated either favorably or unfavorably in this area, but instead will receive a neutral rating in the area of past performance. Offerors that have relevant past performance and plan to supply references, please provide the following: Contractor's name, phone number and relevant work required in this solicitation.*

3.Price: Technical capability and past performance when combined are approximately equal to price.