

REQUEST FOR QUOTATION <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET- ASIDE		PAGE OF PAGES 1 39
1. REQUEST NO. AG-52B1-S-16-0015	2. DATE ISSUED 2/19/16	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT.DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1 <input type="checkbox"/>	RATING
5a. ISSUED BY Hoosier National Forest 811 Constitution Ave Bedford, IN 47421			6. DELIVER BY (Date) See Section F	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY <input type="checkbox"/>	FOB DESTINATION
NAME Roger Manning		TELEPHONE NUMBER		<input type="checkbox"/> OTHER (See Schedule)
		AREA CODE 812	NUMBER 275-5987	9. DESTINATION
8. TO:			a. NAME OF CONSIGNEE TCRD	
a. NAME		b. COMPANY		b. STREET ADDRESS
c. STREET ADDRESS				c. CITY Tell City
d. CITY	e. STATE	f. ZIP CODE		d. STATE IN
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS 3/7/16, 11:00a.m. e.s.t.		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in BLOCK 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.		

11. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(a)	(b)	(c)	(d)	(e)	(f)
	Purchase and install a log like gatehouse structure Estimated Price range is <\$25,000 Email quotes to: rkmanning@fs.fed.us No faxes. Reference "Request No "on outer mailing envelope.				
12. DISCOUNT FOR PROMPT PAYMENT <input type="checkbox"/>		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS
					NUMBER PERCENTAGE

NOTE: Additional provisions and representations are are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	15. DATE OF QUOTATION
a. NAME OF QUOTER				
b. STREET ADDRESS			16. SIGNER	
c. COUNTY			a. NAME (Type or print)	b. TELEPHONE
			AREA CODE	
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or Print)	NUMBER

NSN 7540-01-152-8084 18-121 **STANDARD FORM 18** (Rev. 6-95)
 Previous edition not usable Prescribed by GSA-FAR (48 CFR) 53.215-1(a)

TIN# _____ DUNS# _____

Email: _____ **Phone** _____ **Fax** _____

Are you registered in SAM (www.sam.gov)? _____

**SCHEDULE OF ITEMS
TIPSAW GATEHOUSE PURCHASE/INSTALL
HOOSIER NATIONAL FOREST**

SCHEDULE OF ITEMS

Line Item	Description	Est. Quant.	Unit	Unit Price	Total Amount
1	Purchase and install gatehouse	1	L.S.	\$ _____	\$ _____
2	Install and connect utilities	1	L.S.	\$ _____	\$ _____
3	Site work	1	L.S.	\$ _____	\$ _____

Total Quote \$ _____

Performance period: 60 days from contract award

Contractor Acceptance Statement: By signing the offer, the Contractor agrees to all terms, conditions, and provisions included in the solicitation and agrees to furnish any awarded items at the price set in the schedule unless otherwise excepted as follows:

_____.

NOTES:

- a. Contractor must be registered www.sam.gov to be considered. THIS IS A FREE REGISTRATION.
- b. There is no pre-quote meeting. Contractors should visit the sites independently.
- c. Award will be made to one contractor. You must submit pricing for all items.

STATEMENT OF WORK

Project Summary Description: The project includes but is not limited to the following Work:

This project is to purchase and install a small log like structure to be used for a gatehouse at the Tipsaw Recreation Area. Work includes installing and connecting to utilities and installing site features.

Project location is located at Tipsaw Recreation Area approximately 5 miles south of Interstate 64 off of Highway 37.

SPECIFICATIONS

SECTION 011000 – SUMMARY

PART 1 - GENERAL

1.1 SUMMARY OF WORK

- A. Project: Project is located at Tipsaw Recreation Area
- B. Owner: USDA Forest Service – Hoosier National Forest
- C. Project Summary Description: The project includes but is not limited to the following Work:

Base Items:

- 1. Purchase and install gatehouse.
- 2. Install and connect to utilities.
- 3. Site work.
- D. Government or Owner refers to the USDA Forest Service. Contracting Officer (CO) refers to the person assigned by the USDA Forest Service to administer the Contract. Soon after Contract award, the Contracting Officer will designate a Contracting Officers Representative (COR).

PART 2 - WORK RESTRICTIONS

2.1 Contractor's Use of Premises:

- A. The Government will conduct a pre-construction survey with the Contractor to review and document the existing project conditions prior to construction.
- B. Notify COR not less than 14 days in advance of proposed utility interruptions.
- C. During the construction period, the campground shall be kept open.
- D. Contractor shall be responsible for all personal and construction waste material and shall supply their own waste receptacle.
- E. The Contractor shall limit use of the premises to the work in areas indicated.

1. Confine operations at the site to areas indicated. Do not disturb portions of the site beyond the areas in which Work is indicated.
2. Schedule deliveries to minimize space and time requirements for storage of material and equipment on site.
3. Repair damage caused by construction operations. Take precautions to protect the public during the construction period.
4. Space on the premises is available for the Contractor's storage and related activities.
5. Existing materials and equipment that are removed as part of the construction operations, and that are not reused or salvaged as Government property, shall become the property of the Contractor and shall be removed from the site. Storage or sale of excess salvageable materials and equipment is not permitted on site.
6. Contractor may use vault toilet facilities and on-site power and water if available.

2.2 GOVERNMENT OCCUPANCY

- A. The Government will occupy the site during the construction. Cooperate with the Government's representatives during construction operations to minimize conflicts and facilitate Government usage. Perform the Work in a manner that does not interfere with the Government's operations.

PART 3 - PRODUCTS (Not Applicable)

PART 4 - EXECUTION (Not Applicable) END OF SECTION 011000

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 1. Coordination Drawings.
 2. Project meetings.
 3. Requests for Interpretation (RFIs).

1.2 GENERAL PROJECT COORDINATION

- A. Coordination of Trades: Coordinate construction operations to provide an efficient and orderly installation of each part of the Work.

1.3 CONSERVATION

- A. Practice conservation of energy, water and materials during construction operations.

1.4 SPILL AND EROSION CONTROL

- A. Spill and Erosion Control Plans: Develop plans to minimize erosion. Develop plans to provide for containment of hazardous materials and unplanned spills.

PART 2 - PRODUCTS (Not applicable)

PART 3 - EXECUTION

3.1 GENERAL COORDINATION PROVISIONS

- A. Inspection of Conditions: Prior to installations, require the installer of each major component to inspect both the substrate and conditions under which work is to be performed.
- B. Construction in Progress: Keep construction in progress, adjoining materials in place, and clean during handling and installation. Apply protective coverings for protection from damage or deterioration.
- C. Completed Construction: Clean completed construction and provide maintenance to prevent damage, soiling or other deterioration through the remainder of the construction period. Adjust and lubricate operable components to assure operability without damage.
- D. Limiting Exposures: Supervise construction operations to prevent exposure of any part of construction, completed or in progress, to harmful, dangerous, damaging or otherwise deleterious conditions during the construction period.

END OF SECTION 013100

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 – GENERAL

1.1 SUMMARY

- A. This section, include within 10 calendar days requirements for quality control services to verify quality assurance requirements specified elsewhere in the Contract.
- B. The Government reserves the right to conduct independent tests.

- C. This section includes requirements for quality control services: soil density compaction, water line pressure tests, drain rock and sand gradation tests, and water quality tests.
- D. The quality control services include tests and related actions, including reports, performed by the Contractor, independent agencies or governing authorities.

1.2 RESPONSIBILITIES

- A. Contractor Responsibilities: The Contractor shall provide for tests, inspections and other quality control services where specified in the Contract or when required by authorities having jurisdiction. Costs for these services are included in the Contract price. The Contractor shall maintain complete inspection records and make them available to the government.
- B. The Contractor shall employ and pay for a qualified independent testing agency (Agency) to perform the quality control services.
- C. Retesting: The Contractor is responsible for retesting, including repeated inspections and other services, where results of the initial tests, inspections or other quality control services indicate noncompliance with the requirements of the Contract.
- D. Associated Services: The Contractor shall cooperate with others performing required tests, inspections and other quality control services, shall provide access to the work, and shall furnish incidental labor and facilities necessary to facilitate inspections and tests.
- E. Take adequate quantities of representative samples of materials that require testing or assist the agency in taking samples.
 - 1. Deliver samples to testing laboratories.
 - 2. Provide security and protection of samples and test equipment at the Project site.
- F. The Agency shall provide qualified personnel to perform required inspections and tests.
- G. The Agency shall notify the Government and the Contractor of irregularities or deficiencies observed in the Work during performance of their services.
- H. The Agency is not authorized to change requirements of the Contract or approve or accept any portion of the Work. The Agency shall not perform any duties of the Contractor.

1.3 SUBMITTALS

- A. Reports: The Contractor shall submit a certified written report, in duplicate, of each test, inspection or other quality control service to the Government.
- B. Written reports shall include, but not be limited to the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making the test or inspection.

6. Designation of the work and test method.
 7. Identifications of product and specification section.
 8. Complete test or inspection data.
 9. Test results and an interpretation of test results.
 10. Ambient conditions at the time of sample taking and testing.
 11. Comments or professional opinion on whether tested or inspected Work complies with Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting.
- C. Permits, Licenses, and Certificates: For the Government's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.
- D. Manufacturer Products: The Contractor shall submit (1) one manufacturer product submittal to the Government for approval or rejection for the Government to keep. The Contractor shall submit as many other copies of manufacturer product submittals as needed by the Contractor to be return to the contractor for approval or rejection.
- E. Quality Control Plan:
1. At the time of the preconstruction conference, submit for approval a written Quality Control Plan.
 2. If the plan requires any revisions or corrections, the Contractor shall resubmit the plan within 10 days.
 3. The Government reserves the right to require changes in the plan during the contract period as necessary to obtain the quality specified.
 4. No change in the approved plan may be made without written concurrence by the Contracting Officer.
 5. The plan shall include:
 - a. A list of personnel responsible for quality control and assigned duties. Include each person's qualifications.
 - b. A copy of a letter of direction to the Contractor's Quality Control Supervisor outlining assigned duties.
 - c. Names, qualifications, and descriptions of laboratories to perform sampling and testing, and samples of proposed report forms.
 - d. Methods of performing, documenting, and enforcing quality control of all work.
 - e. Methods of monitoring and controlling environmental pollution and erosion control as required by regulations and laws.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable) END OF SECTION 014000

SECTION 014200 – REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

- A. General Explanation: Specification language often includes terms that are defined elsewhere in the Contract including the Construction Clauses. Certain terms are defined in this section. These definitions or explanations are not necessarily complete or exclusive, but are general for the Work and may be explained more explicitly in other sections.
- B. "General Conditions" refer collectively to the Construction Contract Clauses, Labor Standards and the U.S. Department of Labor Wage Decision bound into the specifications.
- C. "Indicated" refers to graphic representations, notes or schedules on the Drawings, or to requirements elsewhere in the Specifications or other Contract Documents. Terms such as "shown", "noted", "scheduled" and "specified" have the same meaning as "indicated" and are used to further help locate the reference, but no limitation on location is intended except as specifically stated.
- D. Where "directed", "authorized", "selected", "approved", or a similar term is used in conjunction with the Contractor's submittals, applications, requests and other activities, and the specifications state that an individual other than the Contracting Officer (CO) shall provide this action, it is understood that only the CO has this authority unless the individual stated is so authorized in writing by the CO.
 - 1. When the individual is so authorized by the CO, the Contractor may still appeal the action to the CO.
 - 2. The CO's decision will be final.
 - 3. In no case shall the CO's action be interpreted as releasing the Contractor from responsibility to fulfill the requirements of the Contract.
- E. "Regulations" include laws, ordinances, statutes and lawful orders issued by authorities having jurisdiction, as well as rules, conventions and agreements within the construction industry that control performance of the Work.
- F. "Project site" refers to the space available to the Contractor for performance of the Work, either exclusively or in conjunction with others performing other work.

- G. "Furnish" means to supply and deliver to the Project site, ready for unloading, unpacking, assembling, installation and similar operations.
- H. "Install" describes operations at the Project site, including unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations.
- I. "Provide" means to furnish and install, complete in place and ready for full use.
- J. "Cutting" refers to removal of material by cutting, sawing, drilling, breaking, chipping, grinding, excavating and similar operations.
- K. "Patching" refers to restoration of a surface to its original completed condition by filling, repairing, refinishing, closing and similar operations.
- L. "Installer" is the Contractor or another entity engaged by the Contractor, either directly or indirectly through subcontracting, to perform a particular construction operation at the Project site, including installation, erection, application and similar operations. Installers shall be skilled in the operations they perform.
- M. "Testing agency" or "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the Project site or elsewhere, and to report the results of those inspections and tests.
- N. "Notice to Proceed" is the CO's notification by letter to the Contractor to proceed with the Contract, activating the time period for construction and establishing the completion date.

1.2 CODES AND STANDARDS

- A. Applicability of Standards: Unless the Contract includes more stringent requirements, applicable construction industry standards have the same force and effect, to the extent referenced, as if bound or copied directly into the Contract. Such standards are made a part of the Contract by reference.
- B. Codes: The Work shall be performed in compliance with the latest editions of the following codes: UMC, NEC, IBC and UPC, any current in force national, state, and local codes.
- C. Conflicting Requirements. Where compliance with two or more standards is specified, comply with the most stringent requirement. Refer uncertainties, and requirements that are different but apparently equal, to the CO in writing for a decision before proceeding.
- D. Abbreviations: Names and titles of standards are frequently abbreviated. Abbreviations and acronyms used in the Contract mean the recognized name of a trade association, standards-producing organization, and authority having jurisdiction or other entity applicable to the context of the particular provision. Except as otherwise indicated, refer to the current editions of the following publications for abbreviations:

1. "Encyclopedia of Associations: National Organizations of the U.S.", published by Gale Research.
2. "National Trade and Professional Associations of the United States", published by Columbia Books.
3. "Means Illustrated Construction Dictionary - New Unabridged Edition" published by R.S. Means Company, Inc.

E. Abbreviations: Names and titles of standards are frequently abbreviated. Abbreviations and acronyms used in the Contract mean the associated names. The following names may be referenced in the Contract:

1. AASHTO - American Association of State Highway and Transportation
2. ACI - American Concrete Institute
3. ADA – American’s with Disabilities Act
4. ADAAG – Americans with Disabilities Act Accessibility Guidelines
5. AI - Asphalt Institute
6. AISC - American Institute of Steel Construction
7. AITC - American Institute of Timber Construction
8. ALSC – American Lumber Standard Committee
9. ANSI - American National Standards Institute
10. ASME – American Society of Mechanical Engineers International
11. ASTM - American Society for Testing and Materials
12. AWPA - American Wood-Preservers' Association
13. AWS - American Welding Society
14. AWWA - American Water Works Association
15. CABO - Council of American Building Officials
16. CFR - Code of Federal Regulations
17. CRSI - Concrete Reinforcing Steel Institute
18. CS - Commercial Standard (U.S. Dept. of Commerce)
19. CSI - Construction Specifications Institute
20. DOT – Department of Transportation
21. EIA - Electronic Industries Association
22. EPA - Environmental Protection Agency
23. FS - Federal Specification (Publications available from GSA)
24. GSA - General Services Administration
25. IBC – International Building Code
26. IFC – International Fire Code
27. IPC – International Plumbing Code
28. ICBO – International Conference of Building Officials
29. MCAA – Mechanical Contractors Association of America
30. MSS-Manufacturers Standardization Society of the Valve and Fittings Industry Inc.
31. NECA – National Electrical Contractors Association
32. NEMA - National Electrical Manufacturers Association
33. NEC – National Electrical Code
34. NFPA - National Fire Protection Association
35. OSHA - Occupational Safety and Health Administration (U.S. Dept. of Labor)
36. PCA - Portland Cement Association
37. SSPC - Steel Structures Painting Council - The Society for Protective Coatings
38. UFAS – Uniform Federal Accessibility Standards
39. UL - Underwriters Laboratories Inc.

40. UBC – Uniform Building Code
41. UMC – Uniform Mechanical Code
42. UPC – Uniform Plumbing Code
43. USDA - U.S. Department of Agriculture

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable) END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide temporary utilities, support facilities, protection, and controls required for construction.
- B. Provide project work signs and secured areas to direct safe construction operations.
- C. Provide a perimeter fence for restricted areas allowing only authorized personnel.

1.2 QUALITY ASSURANCE

- A. Standards and Regulations: Comply with industry standards, codes, and with applicable laws and regulations of authorities having jurisdiction.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 TEMPORARY UTILITIES

- A. Temporary Electric Power Service: Provide as needed to keep normal campground operations from being interrupted. Use of power and water from existing Government buildings for construction activities is approved as available.

3.2 TEMPORARY SUPPORT FACILITIES

- A. Temporary Enclosures: Provide temporary enclosures for protection of construction as needed.

- B. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily.

3.3 TEMPORARY PROTECTION FACILITIES

- A. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard involved. Where appropriate and needed, provide lighting, including flashing red or amber lights.

3.4 OPERATION, TERMINATION, AND REMOVAL

- A. Maintenance: Maintain facilities in good operating condition until removal.
- B. Termination and Removal: Each temporary facility shall be removed when the need for its service has ended.

END OF SECTION 015000

SECTION 015950 – SAFETY AND HEALTH

1.1 SUMMARY

- A. References: In addition to publications referenced in the Contract and FAR 52.236-13, the following Code of Federal Regulations (CFR) publications designate and define hazardous materials and conditions, and establish procedures for handling these materials and conditions.

1. 29 CFR, Part 1910: Occupational Safety and Health Administration (OSHA) General Industry and Health Standards.
2. 29 CFR, Part 1926: OSHA Construction Industry Standards.
3. 40 CFR, Part 61: National Emission Standards for Hazardous Air Pollutants.
4. 40 CFR, Part 261: Environmental Protection Agency (EPA) Characteristics of Hazardous Waste.
5. 40 CFR, Part 761, EPA Polychlorinated Biphenyls (PCBs), Manufacturing, Processing, Distribution in Commerce and Use Prohibitions.

- B. Acquisition of Publications: Referenced CFR publications may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

1.2 SAFETY MEETING

- A. Prior to commencing construction, representatives of the Contractor, including the Superintendent, shall meet with the Government to review the Contract's safety and health requirements.
- B. The Contractor's safety and health program shall be reviewed, and implementation of safety and health provisions pertinent to the Work shall be discussed.

1.3 COMPLIANCE WITH REGULATIONS

- A. Contractor Responsibility: The Contractor shall assume full responsibility and liability for compliance with all applicable codes, standards and regulations pertaining to the health and safety of personnel during execution of the Work. The Contractor shall have written safety and health programs in compliance with 29 CFR Parts 1910 and 1926.

1.4 SUBMITTALS

- A. Safety and Health Programs: The Contractor shall submit, for approval, copies of the project safety and health programs, as applicable to the work scope, or required as a result of the safety meeting, including but not necessarily limited to the following:
 1. Occupational Noise Exposure.
 2. Fall Protection.
 3. Personnel Protective Equipment.
 4. Control of Hazardous Energy.
 5. Electrical Safety Related Work Practices.
 6. Lead.
 7. Respirator Protection.
 8. Confined spaces.
 9. Heavy Equipment Operation

PART 2 – PRODUCTS

2.1 PERSONNEL PROTECTIVE EQUIPMENT

- A. Special facilities, devices, equipment and similar items used by the Contractor in execution of the Work shall comply with 29 CFR Part 1910, Subpart I and other applicable regulations.

PART 3 – EXECUTION

3.1 EMERGENCY SUSPENSION OF WORK

- A. In accordance with FAR 52.236-13, when the Contractor is notified by the Government, of noncompliance with safety or health provisions of the Contract, the Contractor shall immediately, correct the unsafe or unhealthy condition. In accordance with FAR 52.236-13 if the Contractor fails to comply promptly, all or part of the Work will be stopped by Government notice. The Contractor shall not be allowed any extension of time or compensation for damages in connection with a work stoppage for unsafe or unhealthy conditions.

3.2 PROTECTION OF PERSONNEL

- A. The Contractor shall take all necessary precautions to prevent injury to the public, occupants, or damage to property of others.

3.3 ENVIRONMENTAL PROTECTION

- A. Dispose of solid, liquid and gaseous contaminants in accordance with local codes, laws, ordinances and regulations.
- B. Comply with applicable federal, state and local noise control laws, ordinances and regulations, including but not limited to 29 CFR 1910.95 and 29 CFR 1926.52.

SECTION 017300 – EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This section includes certain general procedural requirements governing the Contractor's execution of the Work, including, but not limited to laying out the Work, general installation of products, correction of defective Work, and cleaning.

1.2 QUALITY ASSURANCE

- A. Workmanship Standards: Initiate and maintain procedures to ensure personnel performing the Work are skilled and knowledgeable in the methods and craftsmanship needed to produce the required levels of workmanship. Remove and replace Work that does not comply with workmanship specified and standards recognized in the construction industry for the applications indicated. Remove and replace Work damaged or deteriorated by faulty workmanship or replacement of other Work.
 - 1. Manufacturer's Instructions: Where installations include manufactured products, comply with manufacturer's applicable installation instructions and recommendations to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in the Contract. The Contracting Officer's Representative shall be immediately notified of conflicts between manufacturer's instructions and the Contract.
 - 2. Minimum Quality and Quantity: The quality level or quantity shown or specified shall be the minimum required for the Work. Except as otherwise indicated, the Work shall comply exactly with that minimum or may be superior to that minimum. Specified numeric values are either minimums or maximums as indicated or as appropriate for the context of the requirements.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LAYING OUT THE WORK

- A. Before proceeding to lay out the Work, verify layout information shown on the Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered notify the Contracting Officer's Representative promptly.
- B. Maintain a minimum of 1 permanent benchmark on the site. Existing BMs are indicated on the drawings.
- C. Existing Utilities and Equipment: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities and other construction.

3.2 PREPARATION

- A. Site Improvements: The Contractor is responsible for all staking, except for those items indicated on the Drawings to be Government Staked, and maintaining and replacing of staking.

- B. Existing Utilities: Furnish information necessary to adjust, move, or relocate existing structures, utility poles, lines, services, or other appurtenances located in or affected by construction. Coordinate with local authorities having jurisdiction.
- C. Take field measurements as required to fit the Work properly.

3.3 INSTALLATION

- A. Locate the Work and components of the Work accurately. Make vertical work plumb and horizontal work level.
- B. Install products at the time and under conditions that will produce satisfactory results.
- C. Conduct construction operations so that no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- D. Anchors and Fasteners: Provide anchors and fasteners as required to withstand stresses, vibration and physical distortion. Anchor each component securely in place, accurately located and aligned with other Work.
- E. Adjust operating components for proper operation without binding.

3.4 CORRECTION OF DEFECTIVE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
- B. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and proper adjustment of operating equipment.
- C. Remove and replace damaged surfaces that are exposed to view if the surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired to operate properly.
- E. Remove and replace chipped, scratched or broken surfaces.

3.5 CLEANING

- A. Maintain the project site and work areas free of waste material and debris.
- B. Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the work.
 - 1. Remove liquid spills promptly.
- C. Remove debris from concealed spaces prior to enclosing the space.

- D. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at the time of project completion.

3.6 PROTECTION

- A. Protect installed work from soiling and damage.
- B. Protective Coverings: Provide appropriate protective coverings for work that might be damaged by subsequent operations. Maintain protective coverings in place until project completion.

END OF SECTION 017300

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes requirements for Contract close out.
- B. Substantial Completion is defined as that state when the Contractor has complied with the Contract, except for minor deviations, and the project is sufficiently complete and capable of being occupied and used by the Government for the intended purpose.

1.2 SUBSTANTIAL COMPLETION

- A. Inspection Procedures: The Contracting Officer will notify the Contractor of Substantial Completion following an inspection or advise the Contractor of construction that must be completed or corrected before Substantial Completion.
 - 1. The Government will repeat the inspection when requested and when assured that the Work is substantially complete.
 - 2. Results of the completed inspection will form the basis of the requirements for Final Acceptance.

1.3 FINAL ACCEPTANCE

- A. Final Inspection Procedure: The Government will inspect the Work upon receipt of notice from the Contractor that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the CO.
 - 1. Upon completion of inspection, the CO will notify the Contractor of Final Acceptance or will advise the Contractor of Work that it is incomplete or of obligations that have not been fulfilled and are required for Final Acceptance.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial cleaning and maintenance program. Comply with manufacturer's instructions.
 - 1. Complete the following cleaning operations before requesting inspection for Final Acceptance.
 - a. Remove labels that are not permanent labels.
 - b. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
 - c. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original condition. Leave concrete floors broom clean. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
 - d. Clean the site, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas broom clean, and remove stains, spills, and other foreign deposits. Rake areas and other grounds that are neither paved nor planted to a smooth, even-textured surface.
- B. Removal of Protection: Remove temporary protection and facilities installed for the protection of the Work during construction.
- C. Compliance: Comply with the regulations of authorities having jurisdiction and with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Government property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of it lawfully.

END OF SECTION 017700

Base Items:

All items are subject to be Verified in Field by the contractor to assure correct installation and fit.

All items shall be approved by the COR before installation and use.

All items listed as Basis-of-Design Product are subject to compliance with the requirements or an approved equal product subject to compliance with the requirements.

1. Purchase and install gatehouse matching the gatehouse in-kind at Celina – Indian Recreation Area.
 - a. Saw cut and remove asphalt and prepare site for gatehouse installation.
 - b. Install gatehouse matching the gatehouse at Celina – Indian Recreation Area. Celina – Indian Recreation Area gatehouse was purchased from Venture 2000, 2449 S. C.R. 500 E., Paoli, IN 47454. Marvin Stults (812) 723-4244.
 - c. Chinking/Caulking shall be installed so that it sweeps out to the outer edge of the log siding.
 - d. Porch decking and interior flooring shall be at the same level.
 - e. Install rear porch with step matching the gatehouse at Celina – Indian Recreation Area.
 - f. Install insect proof door sweep on interior wood doors to seal out insects.
 - g. Air conditioner is be sized according to building size and be remote control operated.
2. Install and connect to utilities.
 - a. Install all utilities that are currently in the existing gatehouse and all outlets and fixtures matching the gatehouse in-kind at Celina – Indian Recreation Area.
 - i. All utilities will be installed in conduit matching in-kind the Celina – Indian Gatehouse.
 - ii. Install a LED spot light for flag pole.
 1. Install (1) Lithonia, “LED Bullet Flood Light”, OLBS 8 30K DDB with individual single pole switch.
 - b. Connect utilities to existing utility service. Make upgrades if necessary to install and/or meet code.
3. Install site work.
 - a. Install pipe bollards matching in-kind the pipe bollards at Celina – Indian gatehouse.
 - b. Install flag pole matching in-kind the flag pole at Celina – Indian gatehouse.

END SPECIFICATIONS

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.

52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts.(Sept 2013)

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

(1) The product cannot be acquired-

- (i) Competitively within a time frame providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

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

(i) Spacecraft system and launch support equipment.

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

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

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

(1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than-

- (i) October 31 of each year during contract performance; and
- (ii) At the end of contract performance.

The contractor must comply with Section 9002 of the Farm Security and Rural Investment Act of 2002 (FSRIA), Executive Order (EO) 13423, "Strengthening Federal Environmental, Energy, and Transportation Management", and the Federal Acquisition Regulations to provide green products. All supplies and materials shall be of a type and quantity that conform to applicable Federal specifications and standards, and to the extent feasible and reasonable; include the exclusive use of biobased, recycled content, energy star, and environmentally preferable products.

The following is a list of product categories for biopreferred products that are required for performance of this construction project:

Grounds Maintenance

- Fertilizers
- Graffiti or Grease Removers
- Mulch and Compost
- Agricultural Spray Adjuvants
- Compost Activators and Accelerators

- Erosion Control
- Dethatchers
- Foliar Sprays
- pH Neutralizing Products
- Plant Washes
- Minor Construction

Minor Construction

Sealants and Coatings

- Wood and Concrete Stains
- Interior Paints and Coatings
- Exterior Paint and Coatings
- Polyurethane Coatings

Building Materials

- Lumber

For more information regarding the Department of Agriculture Biobased Affirmative Procurement Program go to <http://www.biopreferred.gov/BioPreferred/faces/Welcome.xhtml> and then click on Biobased Products for a completed category listing in the Biopreferred Catalog.

The following is a list of categories for EPA designated products (recycled content) that are required for performance of this construction project:

Construction Products:

- Building insulation
- Cement and concrete
- Consolidated and reprocessed latex paint

Landscaping Products

- Lawn and Garden Edging

For more information regarding Environmental Protection Agency list of designated products to <http://www.epa.gov/epawaste/consERVE/tools/cpg/products/index.htm>

The following is a list of EnergyStar products that are required for performance of this construction job:

Building Products

- Residential Windows, Doors and Skylights
- Roof Products
- Seal and Insulate

Heating & Cooling

- Air Conditioning, Room

Lighting & Fans

- Commercial Light Fixtures
- Light Bulbs
- Light Fixtures

For more information regarding Energy Star products go to <http://www.energystar.gov/>

52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)

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

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to James Klug.

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): <http://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

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): <http://farsite.hill.af.mil/>

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 5 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 days. The time stated for completion shall include final cleanup of the premises.

SECTION G--CONTRACT ADMINISTRATION DATA

AGAR 452.215-73 Post Award Conference (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled and held within ___5___ days after the date of contract award.

DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE

The contracting Officer will designate a Contracting Officer's Representative(COR) at the time of award.

The COR is responsible for administering the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of the contract.

On all matters that pertain to the contract terms the contractor must communicate with the Contracting Officer. Whenever, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor should so advise the COR. If the COR persists and there still exists a disagreement as to proper contractual coverage, the contracting officer should be notified immediately, preferably in writing if time permits. Proceeding with work without proper contractual coverage could result in nonpayment or necessitate submittal for a contract claim.

SECTION H--SPECIAL CONTRACT REQUIREMENTS

EQUIPMENT CLEANING

All soil moving equipment shall be thoroughly cleaned to make it free of soil, noxious weed seeds, vegetative matter or other debris that could contain or hold seeds prior to being delivered to the project site. Equipment shall be considered free of soil, noxious weed seeds and other such debris when a visual inspection by the C.O.R., prior to the equipment being delivered to the site, does not disclose such material present. Disassembly of equipment components is not required. The Contractor shall notify the Forest Service at least five (5) working days prior to moving each piece of soil moving equipment onto the project site, unless otherwise agreed.

The Contractor shall thoroughly clean all soil moving equipment prior to moving them off a project site or between work areas on a project site that are known to be infested with noxious weed species of concern and other work areas, if any, that are free of noxious weed species of concern. Areas known to be infested with specific noxious weed species of concern to the Forest Service shall be noted in the Schedule of Work. The Contractor and the Forest Service shall agree on the methods of cleaning, location for the cleaning and control of off-site impacts, if any.

When new areas of infestation of noxious weeds of concern to the Forest Service are identified on the project site by either the Forest Service or Contractor they shall be promptly reported to the other party.

INVOICING

The "Submit Invoice-to" address for USDA orders is the Department of Treasury's Invoice Processing Platform (IPP). All invoices are to be submitted online via the electronic Invoice Processing Platform. This is a mandatory requirement initiated by the U.S. Department of Treasury and you can find more information at this website <https://www.ipp.gov/index.htm>. Your company must register at <https://www.ipp.gov/vendors/enrollment-vendors.htm> to establish an account in order to submit an invoice on this project.

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):

<http://farsite.hill.af.mil/>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- 52.204-7 System for Award Management (JUL 2013)
- 52.204-13 System for Award Management Maintenance (JUL 2013)
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012)
- 52.204-18 Commercial and Government Entity Code Maintenance (NOV 2014)
- 52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)
- 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (*Applicable if contract exceeds \$30,000*)
- 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (DEC 2014)
- 52.211-18 Variation in Estimated Quantity (APR 1984)
- 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)
- 52.219-28 Post-Award Small Business Program Representation. (JUL 2013)
- 52.222-3 Convict Labor (JUN 2003)
- 52.222-6 Construction Wage Rate Requirements (MAY 2014)
- 52.222-7 Withholding of Funds (MAY 2014)
- 52.222-8 Payrolls and Basic Records (MAY 2014)
- 52.222-9 Apprentices and Trainees (JUL 2005)
- 52.222-10 Compliance with Copeland Act Requirements (FEB 1988)
- 52.222-11 Subcontracts (Labor Standards) (MAY 2014)
- 52.222-12 Contract Termination - Debarment (MAY 2014)
- 52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations (MAY 2014)
- 52.222-14 Disputes Concerning Labor Standards (FEB 1988)
- 52.222-15 Certification of Eligibility (MAY 2014)
- 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)
- 52.222-50 Combating Trafficking in Persons (MAR 2015)
- 52.222-55 Minimum Wages Under Executive Order 13658 (DEC 2014)
- 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 Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2011)
- 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) (*Applicable if contract exceeds \$30,000*)
- 52.228-11 Pledges of Assets (JAN 2012) (*Applicable if contract exceeds \$30,000*)
- 52.228-12 Prospective Subcontractor Requests for Bonds (MAY 2014) (*Applicable if contract exceeds \$30,000*)
- 52.228-14 Irrevocable Letter of Credit (NOV 2014) (*Applicable if contract exceeds \$30,000*)
- 52.232-5 Payments Under Fixed-Price Construction Contracts (MAY 2014)
- 52.232-17 Interest (MAY 2014)
- 52.232-23 Assignment of Claims (MAY 2014)
- 52.232-27 Prompt Payment for Construction Contracts (MAY 2014)
- 52.232-33 Payment by Electronic Funds Transfer – System for Award Management (JUL 2013)
- 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)
- 52.233-1 Disputes (MAY 2014) Alt 1 (DEC 1991)
- 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)
- 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) ALT 1
- 52.236-14 Availability and Use of Utility Services (APR 1984)
- 52.236-17 Layout of Work (APR 1984)
- 52.236-21 Specifications and Drawings for Construction (FEB 1997)
- 52.243-5 Changes and Changed Conditions (APR 1984)
- 52.244-6 Subcontracts for Commercial Items (MAR 2015)
- 52.245-1 Property Records - Alt 1 (APR 2012)
- 52.245-9 Use and Charges (APR 2012)
- 52.246-21 Warranty of Construction (MAR 1994)
Alternate I (APR 1984)
- 52.248-3 Value Engineering – Construction (OCT 2010)
- 52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short From) (APR 1984)
- 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)
(*Applicable if contract is over \$30,000*)
- 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)

52.223-2

Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)

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

(1) The product cannot be acquired—

- (i) Competitively within a time frame providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

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

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

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

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

(1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

- (i) October 31 of each year during contract performance; and
- (ii) At the end of contract performance.

52.225-9 Buy American—Construction Materials. Buy American—Construction Materials (May 2014)

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

“Commercially available off-the-shelf (COTS) item” —

(1) Means any item of supply (including construction material) that is—

- (i) A commercial item (as defined in paragraph (1) of the definition at FAR [2.101](#));
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in [46 U.S.C. 40102\(4\)](#), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means—

(3) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(4) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Domestic construction material” means—

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

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

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

(b) Domestic preference.

(1) This clause implements [41 U.S.C. chapter 83](#), Buy American, by providing a preference for domestic construction material. In accordance with [41 U.S.C. 1907](#), the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR [12.505\(a\)\(2\)](#)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate “none”]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that—

- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
- (ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including—

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

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

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

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

Foreign and Domestic Construction Materials Price Comparison

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

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

[Include other applicable supporting information.]

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

52.225-10 Notice of Buy American 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—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 statute 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 statute 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 statute, 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.

FAR 52.252-6 Authorized Deviations in Clauses

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any [*Department of Agriculture Regulation*] (48 CFR __4__) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

AGAR 452.209-71 ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS ALT 1 (DEVIATION 2012-01) (FEB 2012)

(a) This award is subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it –

(1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarment official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, the Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 433 or 434.

Order of Precedence—Uniform Contract Format

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

Construction Wage Requirments Determination
Electrical Plan
Floor Plan
Site Plan

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

52.204-8 Annual Representations and Certifications (DEC 2014) (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237310.

(2) The small business size standard is \$36.5 mil.

(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 certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in 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.
 - (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 Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).
 - (xvii) [52.225-4](#), Buy American—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 Certifications. This provision applies to all solicitations.
 - (xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
- (2) The following certifications are applicable as indicated by the Contracting Officer:
- [Contracting Officer check as appropriate.]
- ___ (i) [52.204-17](#), Ownership or Control of Offeror.
 - ___ (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 Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
 - ___ (iv) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards 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 website 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.

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)

(a) *Definition.* As used in this provision –

“Commercial and Government Entity (CAGE) code” means –

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or Government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

(b) The Offeror shall enter its CAGE code in its offer with its name and address or otherwise include it prominently in its proposal. The CAGE code entered must be for that name and address. Enter “CAGE” before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via–

(1) Registration in the System for Award Management (SAM) at www.sam.gov. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Contractor and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) *The DLA Contractor and Government Entity (CAGE) Branch.* If registration in SAM is not required for the subject procurement, and the offeror does not otherwise register in SAM, an offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at http://www.dlis.dla.mil/cage_welcome.asp.

(3) *The appropriate country codification bureau.* Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity’s country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA if the foreign entity’s country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus and NSPA, as well as additional information on obtaining NCAGE codes, are available at http://www.dlis.dla.mil/Forms/Form_AC135.asp.

(d) Additional guidance for establishing and maintaining CAGE codes is available at http://www.dlis.dla.mil/cage_welcome.asp.

(e) When a CAGE Code is required for the immediate owner and/or the highest-level owner by 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE Code from that entity to supply the CAGE Code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

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): <http://farsite.hill.af.mil/>

AGRICULTURE ACQUISITION REGULATIONS (48 CFR CHAPTER 4) CLAUSES

452.204-70 Inquiries (FEB 1988)

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.

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

(a) Definition.—“Site of the work”—

(1) Means—

(i) *The primary site of the work.* The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) *The secondary site of the work, if any.* Any other site where a significant portion of the building or work is constructed, provided that such site is—

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the “primary site of the work” as defined in paragraph (a)(1)(i), or the “secondary site of the work” as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the “site of the work.” Such permanent, previously established facilities are not a part of the “site of the work” even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Construction Wage Rate Requirements (Davis-Bacon Act) poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Construction Wage Rate Requirements statute have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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: 6%
Goals for female participation for each trade: _____

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 Hardin Ridge Recreation Area.

FAR 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—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 statute 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 statute 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 statute, 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.

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.

AWARD DETERMINATION

Award will be made to that offeror (1) whose proposal is technically acceptable, AND (2) whose cost is the lowest. The Government may reject any or all offers if such action is determined to be in the best interest of the Government. A technically acceptable rating is given to quotes where the contractor and all subcontractors have acceptable past performance and experience on similar projects and acceptable capacity to perform work including sufficient and suitable equipment and adequate qualified personnel to perform this contract successfully.

The information you provide on the Experience Questionnaire, when combined, is equal to price or cost.

EXPERIENCE QUESTIONNAIRE

Instructions: Use Box 10 Remarks if extra space is needed to answer any item below. Answer all items.

1. Contractor's Name, Address & Telephone #.	2. Type of Business <input type="checkbox"/> Company <input type="checkbox"/> Co-Partner <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Non-profit Organization
3. How many years experience do you have in this line of work? ____ years	4. How many years experience as a prime contractor? ____ years Subcontractor? ____

5. List the projects your business has completed in the last three (3) years.

CONTRACT AMOUNT	TYPE OF CONTRACT	DATE COMPLETED	Contact Name, Address and Tele. #

6. List all of your firms' current contract commitments

CONTRACT NUMBER	AWARD AMOUNT	Contact Name, Address & Tele. #	Percent Completed	Date Contract Completed

7a. Have you ever failed to complete any work awarded to you? yes no

7b. Has work ever been completed by performance bond? yes no

7c. If "yes" to either item 7a or 7b above, specify reason(s) and location(s) why.

8. Organization structure that will be available for this project:

a. Minimum No. of employees: _____ and Maximum No. of employees: _____

b. Are employees regularly on your payroll? _____yes _____no

c. Specify equipment available for this contract: _____

d. Estimate rate of progress (exp. 100 feet, 1/8 mile a day, etc...):

Minimum progress rate: _____ Maximum progress rate: _____

9. List the experience of the principal individuals of your business

NAME	PRESENT POSITION	YRS EXP.	TYPE OF WORK

10. REMARKS

TIN# _____ Duns# _____

CERTIFICATION: I certify that all of the statements made by me are complete and correct to be 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.

Signature

Print or Typed Name

Title

Date

General Decision Number: IN160011 01/08/2016 IN11

Superseded General Decision Number: IN20150011

State: Indiana

Construction Type: Building

Counties: Crawford and Perry Counties in Indiana.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and 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 0 Publication Date 01/08/2016

BRIN0004-020 06/01/2015

Fringes Rates BRICKLAYER.....\$ 29.32 13.70

CARP0103-006 04/01/2015

Fringes Rates CARPENTER (Including Drywall Hanging).....\$ 25.20 18.73

ELEC0016-001 06/01/2015

Fringes Rates ELECTRICIAN (Including Alarm Installation and HVAC Control Wiring).....\$ 35.34 16.01

IRON0070-008 06/01/2015

ALL OF CRAWFORD COUNTY AND THE EASTERN 1/2 OF PERRY

Rates Fringes IRONWORKER (Structural).....\$ 27.56 20.30

IRON0103-009 08/01/2015

WESTERN 1/2 OF PERRY COUNTY Fringes Rates IRONWORKER (Structural).....\$ 28.14 18.68

LABO0795-002 06/01/2015

Rates Fringes Laborer, Unskilled.....\$ 18.85 13.40

PAIN0156-012 04/01/2015

Rates Fringes PAINTER (Including Drywall Finishing).....\$ 26.70 12.95

PLAS0692-026 04/01/2013

AREA #566 Fringes Rates CEMENT MASON/CONCRETE FINISHER...\$ 24.75 14.41

* PLUM0136-011 10/01/2015

PERRY Fringes Rates PLUMBER (Including HVAC Work)....\$ 35.21 16.42 PIPEFITTERS.....\$ 35.21 16.42

PLUM0502-002 08/01/2013

CRAWFORD Fringes Rates PLUMBER/PIPEFITTER.....\$ 32.00 17.17

SHEE0110-012 12/01/2013

Rates Fringes

Sheet metal worker
Including HVAC.....\$ 28.66
18.03

SUIN1996-002 04/22/1996

Rates

Fringes

Power equipment operators:
Backhoe.....\$ 13.854
3.073

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
(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.

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

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

=====
=====

END OF GENERAL DECISION

