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## IDAWY ACQUISITION SERVICE CENTER INSTRUCTIONAL COVER SHEET

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ISSUING OFFICE:

U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
IDAWY ACQUISITION SERVICE CENTER  
1405 HOLLIPARK DR.  
IDAHO FALLS, ID 83401  
FAX (208) 557-5829

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SOLICITATION NO. **AG-02NV-S-16-0026**

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OFFERS ARE SOLICITED FOR: **UINTAH BASIN FIRE CENTER – INTERIOR REPAINTING**

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SET-ASIDE: **SMALL BUSINESS SET-ASIDE**

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### **IMPORTANT – NOTICE TO OFFEROR:**

AT A MINIMUM, OFFEROR SHALL SUBMIT THE FOLLOWING DOCUMENTS BACK WITH THEIR RESPONSE TO THIS SOLICITATION:

1. SF-1449 Request For Quotation (Complete, date, and sign)
2. Section I – Schedule of Items (Pages 3). (Complete Unit Price and Amount)
3. Technical Proposal/Experience Questionnaire (Pages 26 - 27)
4. Part VI, Section K: Representations and Certifications (Pages 28 - 32). (**Complete the Representations and Certifications electronically via the System for Award Management (SAM) website at: <https://www.sam.gov>**)
5. Acknowledgement of Amendment (If Any)

**IT IS REQUIRED YOU WRITE THE SOLICITATION NUMBER ON THE OUTSIDE OF YOUR ENVELOPE.**

Return to: IDAWY Acquisition Service Center  
Attention: John Seward  
1405 Hollipark Drive  
Idaho Falls, ID 83401  
Solicitation No. AG-02NV-S-16-0026

**IT IS REQUIRED THAT ALL CONTRACTOR'S BE REGISTERED IN THE SYSTEM FOR AWARD MANAGEMENT SYSTEM (SAMS) PRIOR TO AWARD UNDER THIS SOLICITATION. SEE CLAUSE 52.204-7 SYSTEM FOR AWARD MANAGEMENT FOR DETAILS ON HOW TO APPLY.**

**IT IS THE OFFERORS RESPONSIBILITY TO WATCH FOR ANY AND ALL AMENDMENTS TO THE SOLICITATION, WHICH SHALL BE ISSUED ELECTRONICALLY THROUGH FEDBIZOPS.**

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>		1. REQUISITION NUMBER 789547	PAGE 1 OF
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2. CONTRACT NO. AG-02NV-S-16-0026	3. AWARD/EFFECTIVE DATE 2/29/2016	4. ORDER NUMBER	5. SOLICITATION NUMBER <b>AG-02NV-S-16-0026</b>	6. SOLICITATION ISSUE DATE <b>02/29/16</b>
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7. FOR SOLICITATION INFORMATION CALL  a. NAME John W Seward		b. TELEPHONE NUMBER (No collect calls) <b>(208) 557-5810</b>	8. OFFER DUE DATE/LOCAL TIME <b>3/14/16 1:00 p.m. MST</b>
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9. ISSUED BY CODE

**IDAWY Acquisition Service Center**  
**1405 Hollipark Drive**  
**Idaho Falls, ID 83401**

10. THIS ACQUISITION IS:  UNRESTRICTED or  SET ASIDE: 100 % FOR:

Small Business  Women-Owned Small Business (WOSB) Eligible Under the Women-Owned Small Business Program NAICS: 238320

HUBZone Small Business  Economically Disadvantaged Women-Owned Small Business (EDWOSB) Size Standard: 15.0 mil

Service-Disabled Veteran Owned Small Business  8(A)

11. Delivery for FOB Destination unless Block is Marked

See Schedule

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION  
 RFQ  IFB  RFP

15. DELIVER TO

**See Delivery Schedule**

16. ADMINISTERED BY CODE

**Same as Block 9**

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE

TELEPHONE NO.: \_\_\_\_\_  
 DUNS NO.: \_\_\_\_\_ CAGE Code: \_\_\_\_\_

18a. PAYMENT WILL BE MADE BY CODE

**U.S. Dept. of Agriculture**  
**National Finance Center**  
**P.O. Box 60000**  
**New Orleans, LA 70160-0001**

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Uintah Basin Fire Center – Ashley National Forest – Interior Repainting <b>This requirement is being procured as a fixed-price Simplified Acquisition.</b> <b>FAXES WILL NOT BE ACCEPTED</b> <b>PLEASE PLACE YOUR QUOTE IN SECTION I- SCHEDULE OF ITEMS</b> Price Range – Under \$25,000.00 <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

28.  CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN \_\_\_\_\_ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29.  AWARD OF CONTRACT: REF. \_\_\_\_\_ OFFER DATED \_\_\_\_\_, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED       INSPECTED       ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERIFYING OFFICER		41c. DATE	42.b. RECEIVED AT (Location)		
			42.c DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

**SECTION I--SUPPLIES OR SERVICES AND PRICES**

UINTAH Basin Fire Center – Interior Repainting  
 Ashley National Forest  
 Vernal, Utah – Uintah County

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

**\* Quoters shall submit a quote for all Base Items in the Schedule of Items. Failure to comply with the instructions may render your quote nonresponsive and ineligible for contract award.**

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

**B- 1 - Schedule of Items**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>METHOD OF MEASURE</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1-1	Repainting the Interior Walls and Door Frames of Building	L.S.	1	EA	\$_____	\$_____
1-2	Mobilization	L.S.	1	EA	\$_____	\$_____
<b><u>TOTAL QUOTE ITEM NO. 1</u></b>					\$_____	

- \* LS – Lump Sum
- \* EA – Each

**B- 2:** Quote on all items. Only quotes to the nearest cent will be accepted.

**SECTION II - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK****II- 1 – Scope of Work**

The work consists of repainting the interior walls and doorframes at the Uintah Basin Interagency Fire Center.

Painting to include:

(a) Gypsum sheetrock walls that have been previously textured and painted; (b) paintable wood baseboards that were recently installed and have already been pre-primed and prepared; (c) steel door frames that have been previously painted.

Work to include:

(a) Preparation work, (b) temporary protection measures for floors, ceilings, cabinets, furniture, (c) cleanup, and (d) all appurtenant work.

**II- 2 – Location or Delivery**

The project is located on the Vernal Ranger District of the Ashley National Forest, Uintah County, Utah. It is located at 355 North Vernal Avenue in Vernal, Utah, and may be accessed via State Highway 40 and State Highway 191.

**II- 3 – Period of Performance**

(See Section F, FAR Clause 52.211-10.)

**II- 4 – Biopreferred Products**

The Contractor must comply with the Farm Security and Rural Investment Act of 2002 (FSRIA), 7 U.S.C. 8102; the Food, Conservation and Energy Act of 2008 (FCEA), 7 U.S.C. 8102; the Federal Acquisition Regulation; Executive Order (EO) 13514, “Federal Leadership in Environmental, Energy and Economic Performance,” dated October 5, 2009; EO 13423, “Strengthening Federal Environmental, Energy, and Transportation Management,” dated January 24, 2007; and Presidential Memorandum, “Driving Innovation and Creating Jobs in Rural America through Biobased and Sustainable Product Procurement,” dated February, 2012 to provide biobased products.

Finding Biopreferred products is simple, using the program’s online catalog. To view the catalog, go to [www.biopreferred.gov](http://www.biopreferred.gov).

**II-5 – Site Information and Limitations**

The following site conditions are considered incidental to the contract and the contractor will not be paid directly for any of the following items:

1. The office will be operational during construction. The Contractor will be responsible for signing and limiting public access to the construction areas.
2. Water and power is available at the site for construction purposes.

3. The Contractor will be allowed to use the restroom facilities in the building, given that the Contractor shall be required to clean up behind themselves as they use the restrooms and the sinks for cleanup.

## **II- 6 - Inspection of Worksite**

The contractor acknowledges they have taken the necessary steps to ascertain the nature and location of work, and have investigated and satisfied themselves as to the general and local conditions that can affect the work or its cost. Any failure of the contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from the responsibility of estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expenses to the government.

## **II- 7 - Warranty**

- A. The Contractor shall guarantee the craftsmanship, paint, and all parts furnished, except for consumables and wear parts, against defective material and workmanship for a period of one (1) year from the date of acceptance, or the length of the manufacture's warranty, whichever is longer. The Contractor shall promptly correct any defects found, at no increase in the contract price.
- B. If the Government returns supplies to the Contractor for correction or replacement under this clause, the Contractor shall be liable for transportation charges up to an amount equal to the cost of transportation by the usual commercial method of shipment from the place of delivery specified in this contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return to the place of delivery specified in this contract. The Contractor shall also bear the responsibility for the supplies while in transit.

## **II-8 – Work Camps, Staging and Storage Areas**

- A. Areas for staging operations and storage of materials shall be approved by the CO. The Contractor must request in writing for approval from the CO to stage trailers on site.
- B. No overnight camping will be allowed on site.
- C. For additional information refer to section II-5 in previous.

## **II-9 – Hazardous Material Identification**

Submit Material Safety Data Sheets (MSDS) for any materials defined as hazardous under the most current revision of Federal Standard 313. Two copies of each MSDS shall be submitted to the Contracting Officer no later than the delivery date of the product.

## **II-10 – Start Date**

March 7, 2016 (approxiamtely)

## **II-11 – Contract Time**

14 Calendar Days

**II-12 – Specifications**

- A. The specifications mention acceptable manufacturers. It is unknown if all manufacturer's produce products that meet all specification requirements.
- B. Specifications refer to authority having jurisdiction. Attached will be additional information on specifics of the project.

**II-13 – Government-Furnished Property**

The Government will provide the following items of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with the provisions of the "Government Property" FAR clause contained elsewhere in the contract. The following items will be government furnished:

\*None

**II-14 – Recycling and Disposal of Refuse**

With the exception of materials specifically indicated or specified to be salvaged for reuse in construction, or turned over to the Government, all refuse, excess or waste materials resulting from construction operations shall become the property of the Contractor and shall be recycled and/or disposed of. All disposals shall be in accordance with federal, state, and local laws and regulations. No disposal, viewing or sale of materials and/or equipment shall be allowed on Government property.

**II-15 – Safety**

During the execution of this contract, the Contractor shall conform to the rules and regulations as set forth by OSHA Safety and Health Standards, 29 CFR Part 1926 - Safety and Health Regulations for Construction. Smoking will not be permitted in any building or structure.

**II-16 – Submittals**

- (a) Definition: Submittals - Product literature, catalog cuts, product samples, shop drawings, as-built drawings, Quality Control Plans, and other documents submitted to the Contracting Officer for information or for review and approval when required.
- (b) Submittals shall be presented in two copies unless indicated otherwise. The Contracting Officer will return one copy of the submittal to the Contractor, whether approved or rejected.
- (c) Salient characteristics of the materials proposed for use shall be clearly identified in the submittal. The Project Site Superintendent shall certify that he has reviewed the submittal and has determined that the submittal is in full compliance with the requirements of the Contract. Illegible, incomplete, or uncertified submittals may be rejected.
- (d) Submittals shall be approved by the Contracting Officer prior to any work being performed on the contract or materials being delivered to the job site.

(e) Review of submittals, and corrections or comments made during the review, does not relieve the Contractor from compliance with the requirements of this Contract.

(f) Allow 14 calendar days for government review of submittals. Review time shall commence upon receipt of a satisfactory submittal certified by the Project/Site Superintendent containing all information required to completely and thoroughly evaluate the submittal. Time shall start anew for each submittal and any required resubmissions.

**SECTION E--INSPECTION AND ACCEPTANCE****E- 1 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

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

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES****52.246-12 Inspection of Construction (AUG 1996)****E- 2 – Pre-Final and Final Inspection**

a. Pre-final Inspection: The Government may, at its own discretion, conduct a pre-final inspection prior to the contractor requesting a final inspection. Any discrepancies noted shall be corrected prior to final inspection.

b. Final Inspection: When the work is ready for final inspection, the Contractor shall submit a written request for the final inspection to the duly assigned Contracting Officer's Representative at least seven (7) days prior to the desired final inspection date. The final inspection will be performed with the Contractor by the appropriate Government personnel. If any discrepancies are noted, they shall be handled in accordance with 52.246-12.

**SECTION III--DELIVERIES OR PERFORMANCE****III- 1 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

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

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

52.242-14 Suspension of Work (APR 1984)

**III- 2 - FAR 52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 14 Calendar Days from the start date identified on the notice to proceed and in Section II-11. The time stated for completion shall include final cleanup of the premises.

**SECTION IV--SPECIAL CONTRACT REQUIREMENTS****IV- 1 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [www.arnet.gov/far/](http://www.arnet.gov/far/) and the Agriculture Acquisition Regulations may be accessed at [www.usda.gov/da/procure/agar/subchaph.html#11](http://www.usda.gov/da/procure/agar/subchaph.html#11).

**AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES**

452.236-72 Use of Premises (NOV 1996)

**IV- 2 - Use of Premises**

The Contractor shall comply with the regulations governing the operation of premises which are occupied and shall perform the contract in such a manner as not to interrupt or interfere with the conduct of Government business.

**IV- 3 - Incidental Payment Items**

The intent of the contract is to provide for the complete construction of the project described in the contract. Unless otherwise provided, the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies and perform all work required to complete the project in accordance with drawings, specifications, and provisions of the contract. Payment for contract work will be made only for and under those pay items included in the Schedule of Items. All other work and materials will be considered as incidental to and included in the payment for items shown.

**IV- 4 - Conformity With Drawings and Specifications**

Unless working tolerances are specified, all work performed and materials furnished shall be in reasonably close conformity with lines, grades, cross sections, dimensions, and material requirements shown on the drawings, indicated in the specifications, or designated on the ground. "Reasonably close conformity" is compliance with reasonable and customary manufacturing and construction tolerances.

**IV- 5 - Barricades, Warning Signs, and Other Devices**

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and shall take all necessary precautions for the protection of the work and safety of the public.

**IV- 6 - Contract Administration**

(a) CONTRACTING OFFICER means a person with the authority to enter into, administer and/or terminate contracts and make related determinations and findings. The Contracting Officer signs all contractual documents, approves and signs all modifications to contracts, processes and approves payment requests, reviews and makes final decisions on contractual discrepancies, and administers the contract. The Contracting Officer is the only authorized individual to make changes to a contract.

(b) CONTRACTING OFFICER'S REPRESENTATIVE. The Contracting Officer will designate a representative, hereinafter referred to as the Contracting Officer's Representative (COR) or, alternatively, as the

Engineer, who will provide on-the-ground administration for the Government. The COR will be designated in writing and a copy of the designation will be furnished to the Contractor before or at the pre-work conference. The Contractor is cautioned to read the COR designation because certain authority under the contract is reserved solely for the Contracting Officer. The term "Contracting Officer" as used throughout the contract shall be interpreted to include the Contracting Officer's designated representative(s) acting within the limits of their delegation of authority.

(c) **CONTRACTOR'S REPRESENTATIVE.** Any representative of the Contractor shall be designated in writing. The designation shall clearly indicate the name and limitations of authority, if any, of the representative.

#### **IV- 7 – Work Schedule**

A *Work Schedule* shall define the overall time required to perform the identified work. Each major task, including beginning time and ending time, shall be identified within the schedule. Notify the Contracting Officer whenever there are significant departures from the approved Work Schedule. Submit any requests to modify the Work Schedule, in writing to the Contracting Officer with an explanation for the deviation.

#### **IV- 8 - Subcontract Data**

The Contractor shall submit an executed Statement and Acknowledgment Standard Form 1413, to the Contracting Officer for every subcontractor (including every subcontractor of the second or lower tier) that will be performing work at the construction site. This shall be submitted before the subcontractor begins work. This form provides an acknowledgment by the subcontractor that mandatory "flowdown" contract clauses have been included in their contract in accordance with FAR Clause 52.222-11. Completing this form creates no contractual relationship between subcontractors and the Government.

#### **IV- 9 - Site Superintendent**

It shall be the responsibility of the Contractor to provide a responsible site superintendent to represent the Contractor in the field in all matters under this contract including, but not limited to construction, day-to-day coordination of activities, control over employees and subcontractors, and coordination with local Government personnel. The site superintendent shall be designated in writing. They shall be available on site in person to respond to any and all problems during normal working hours. The site superintendent shall be responsible for on-site Quality Control.

Site superintendent shall maintain on site a file containing the following project documents.

- Executed Copy of the Contract
- Contract Drawings
- Contract Specifications
- Quality Control Plan – (up to date)
- As-Built Drawing – (up to date) if required
- Work Orders
- Modifications

This file shall be maintained and available to the Contracting Officer upon request. If the Site Superintendent is replaced, the existing Superintendent shall review all documents and ongoing issues with the new Superintendent.

**IV-10 - Designation of Contracting Officer Representative**

Prior to the commencement of work, the COR will be designated. The COR is responsible for administering the performance of the 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 the Contracting Officer prior to the completion of this contract.

**IV-12 - Prewrite Conference**

Prior to commencement of work, the Contracting Officer will arrange a meeting with the Contractor to discuss the contract terms and work performance requirements. Also at this meeting such things as work progress schedule and fire prevention and suppression plans shall be developed and established in writing.

## PART V--CONTRACT CLAUSES

### SECTION I--CONTRACT CLAUSES

#### **I-1 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

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

[www.arnet.gov/far/](http://www.arnet.gov/far/)

[www.usda.gov/procurement/policy/agar.html](http://www.usda.gov/procurement/policy/agar.html)

#### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.204-18	Commercial and Government Entity Code Maintenance (NOV 2014)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporation (DEC 2014)
52.219-6	Notice of Total Small Business Set-Aside (NOV 2011)
52.219-28	Post-Award Small Business Program Rerepresentation (JUL 2013)
52.222-3	Convict Labor (JUN 2003)
52.222-55	Minimum Wages Under Executive Order 13658 (DEC 2014)
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 Act 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)
52.222-36	Equal Opportunity for Workers with Disabilities (JUL 2014)
52.222-50	Combating Trafficking in Persons (MAR 2015)
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)
52.223-3	Hazardous Material Identification and Material Safety Data (JAN 1997) Alternate I (JUL 1995)
52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2011)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (MAY 2008)
52.223-18	Contractor Policy to Ban Text Messaging While Driving (AUG 2011)
52.224-1	Privacy Act Notification (APR 1984)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.232-5	Payments Under Fixed-Price Construction Contracts (MAY 2014)
52.232-18	Availability of Funds (APR 1984)
52.232-23	Assignment of Claims (MAY 2014)
52.232-27	Prompt Payment for Construction Contracts (MAY 2014)

- 52.232-33 Payment of Electronic Funds Transfer – System for Award Management (JUL 2013)
- 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)
- 52.233-1 Disputes (MAY 2014) Alternate I (DEC 1991)
- 52.233-3 Protest After Award (SEP 2006)
- 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)
- 52.236-8 Other Contracts (APR 1984)
- 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
- 52.236-10 Operations and Storage Areas (APR 1984)
- 52.236-11 Use and Possession Prior to Completion (APR 1984)
- 52.236-12 Cleaning Up (APR 1984)
- 52.236-13 Accident Prevention (NOV 1991)
- 52.236-14 Availability and Use of Utility Services (APR 1984)
- 52.236-15 Schedules for Construction Contracts (APR 1984)
- 52.236-16 Quantity Surveys (APR 1984)
- 52.236-17 Layout of Work (APR 1984)
- 52.236-21 Specifications and Drawings for Construction (FEB 1997)
- 52.242-13 Bankruptcy (JUL 1995)
- 52.243-5 Changes and Changed Conditions (APR 1984)
- 52.244-6 Subcontracts for Commercial Items (MAR 2015)
- 52.245-1 Government Property (APR 2012) ALT I (APR 2012)
- 52.245-9 Use and Charges (APR 2012)
- 52.246-21 Warranty of Construction (MAR 1994)
- 52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form) (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

- 452.224-70 Confidentiality of Information (FEB 1988)
- 452.236-71 Prohibition Against the Use of Lead-Paint (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)

#### **I-2 – FAR 52.204-12 Data Universal Numbering System Number Maintenance (DEC 2012)**

(a) *Definition.* “Data Universal Numbering System (DUNS) number,” as used in this clause, means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal contractors.

(b) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract.

A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted—

(1) Via the internet at <http://fedgov.dnb.com/webform> or if the Contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(2) If located outside the United States, by contacting the local Dun and Bradstreet office.

### **I- 3 – FAR 52.204-13 System for Award Management Maintenance (JUL 2013)**

(a) Definitions. As used in this clause—

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal contractors.

“Data Universal Numbering System+4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at subpart 32.11) for the same concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14), into the SAM database;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“System for Award Management (SAM)” means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR Subpart 4.14; and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

(b) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c) (1)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—

(A) Change the name in the SAM database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (c)(1)(i) of this clause, or fails to perform the agreement at paragraph (c)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(d) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.acquisition.gov>.

**I- 4 - AGAR 452.209-71 Assurance Regarding Felony Conviction Or Tax Delinquent Status For Corporate Applicants (FEB 2012) Alt I (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 debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

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

**I- 5 - FAR 52.225-9 Buy American Act-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:

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	_____	_____	_____

Item 2:

Foreign construction material

\_\_\_\_\_

\_\_\_\_\_

Domestic construction material

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

[Include other applicable supporting information.]

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

**I- 6 – FAR 52.232-40 Providing Accelerated Payment to Small Business Subcontractors (DEC 2013)**

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

**I- 7 – FAR 52.236-7 Permits and Responsibilities (NOV 1991)**

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

**I- 8 - Order of Precedence--Construction**

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

- (a) The Schedule (excluding the Specifications) (Sections A-H).
- (b) The representations and other instructions (Sections K and L).
- (c) Contract clauses (Section I).
- (d) Other Documents, Exhibits, and Attachments (Section J).
- (e) The Specifications.
- (f) Drawings.

**PART II--LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**SECTION J--LIST OF ATTACHMENTS**

**J-1 – Construction Wage Rate Requirements:** If this is a contract in excess of \$2,000, the Davis Bacon Act requires the Contractor to pay certain minimum wages and benefits to employees working under this contract. These required minimum wages are stated in the attached Wage Decision.

**J-2 - Wage Decision No.** UT160098, with Mods. 2, Dated 01/29/2016

**J-3 - Specification(s)** – See separate attached document. The following specifications are a part of this solicitation and any resulting contract.

Section 011250 – Measurement and Payment

Section 011400 – Work Restrictions

Section 011900 – Mobilization

Section 013300 – Submittal Procedures

Section 099100 - Painting

**J-4 – Exhibit(s)** – See separate attached document.

Exhibit 1 – Experience Questionnaire. Used for evaluation purposes only and will not be incorporated into resulting contract.

General Decision Number: UT160098 01/29/2016 UT98

Superseded General Decision Number: UT20150098

State: Utah

Construction Type: Building

County: Uintah County in Utah.

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

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

Modification Number	Publication Date		
0	01/08/2016		
1	01/29/2016		
BOIL0004-001 01/01/2014			
		Rates	Fringes
BOILERMAKER.....	\$ 32.22		27.07
-----			
* ELEC0354-001 01/01/2016			
		Rates	Fringes
ELECTRICIAN (Low Voltage			
Wiring Only).....	\$ 23.51		9.97
ELECTRICIAN.....	\$ 30.39		11.35
-----			
SFUT0669-003 07/01/2013			
		Rates	Fringes
SPRINKLER FITTER (Fire			
Sprinklers).....	\$ 29.93		16.87
-----			
SHEE0312-001 07/01/2014			
		Rates	Fringes
SHEET METAL WORKER (HVAC Duct			
Installation Only).....	\$ 32.11		11.40
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SUUT2012-009 07/29/2014			

	Rates	Fringes
BRICKLAYER.....	\$ 23.88	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 21.72	1.43
CARPENTER, Excludes Acoustical Ceiling Installation.....	\$ 20.47	4.74
CEMENT MASON/CONCRETE FINISHER...	\$ 21.11	0.00
INSULATOR - BATT.....	\$ 12.50	0.23
IRONWORKER, REINFORCING.....	\$ 15.00	0.00
IRONWORKER, STRUCTURAL.....	\$ 17.41	6.13
LABORER: Common or General.....	\$ 13.98	0.00
LABORER: Mason Tender - Brick...	\$ 16.54	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.59	0.79
PLUMBER.....	\$ 24.00	4.62
TILE FINISHER.....	\$ 17.00	0.00
TILE SETTER.....	\$ 20.63	0.00

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

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

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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.

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#### WAGE DETERMINATION APPEALS PROCESS

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

be:

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

Exhibit 01

USDA Forest Service  <p style="text-align: center;"><b><u>EXPERIENCE QUESTIONNAIRE</u></b></p> Instructions: See Box 11, Remarks, if extra space is needed to answer any item below, Mark "X: in appropriate boxes.	1. Contractor Name, Address, and Telephone Number
2. Submitted to (Office Name and Address)	3. Business <input type="checkbox"/> Company <input type="checkbox"/> Co-partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Non-profit Organization
4. How many years do you or your firm have in the line of work contemplated by this solicitation?	
5. How many years experience have you or your business had as a (a) prime contractor ____ and/or (b) sub-contractor ____?	

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

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

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

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

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


**EXPERIENCE QUESTIONNAIRE CONTINUED**

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

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

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

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

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

<p><b>CERTIFICATION</b></p> <p>I certify that all of the statements made by me are complete and correct to the best of my knowledge, and that any persons named as references are authorized to furnish the Forest Service with any information needed to verify my capability to perform this project.</p>	12a. CERTIFYING OFFICIAL'S NAME AND TITLE	
	b. SIGNATURE (Sign in ink)	13. DATE

**PART VI--REPRESENTATIONS AND INSTRUCTIONS****SECTION K--REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS****VI-1 - FAR 52.204-8 Annual Representations and Certifications (DEC 2014)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238320.

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

(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.

**VI-2 – FAR 52.204-10 Incorporation by Reference of Representations and Certifications (DEC 2014)**

The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

**VI-3 - AGAR 452.209-70 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction (Deviation 2012-01) (FEB 2012) Alt I (FEB 2012)**

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

(b) The Offeror represents that –

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

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

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

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

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

**SECTION VII--INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS****VII- 1 - Inquiries**

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Quoters should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

All questions shall be submitted in writing to the Contracting Officer no later than March 11, 2016.

**VII- 2 – FAR 52.204-7 System for Award Management (JUL 2013)**

(a) Definitions. As used in this provision—

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

**VII- 3 – FAR 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.

**VII- 4 - 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

Goals for female participation for each trade

5.1%

6.9%

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

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action's 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 Uintah County, Utah.

**VII- 5 - 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.

**VII- 6 - FAR 52.236-27 Site Visit (Construction) (FEB 1995) Alternate I (FEB 1995)**

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

(b) There is no formal site visit to be scheduled at this time. Each Vendor will have an opportunity to inspect the site and look at the building for additional information. If there are additional questions or clarification needed, please contact:

Lance L Valentine  
Forest Engineer  
(435)781-5113

**VII- 7 - Written Acceptance:** Any Purchase Order resulting from this solicitation will require written acceptance within 10 days of receipt by the Contractor as required by Simplified Acquisition Procedures.

**SECTION VIII--EVALUATION FACTORS FOR AWARD****VIII- 1 - Basis of Award**

**One award will be made.** Offer of award will be made to the Quoter whose quote, as determined by the Contracting Officer, provides the best value to the Government, considering the following factors: price, past performance and company experience, capacity, and capability to accomplish this type of work. The Government reserves the right to make cost/technical trade-offs that are in the best interest of the Government. The Experience Questionnaire will be used as part of this evaluation.

Offeror shall also identify biopreferred products and materials that will be used during the performance of the project.