



REGION 4 UTAH ACQUISITION SUPPORT CENTER INSTRUCTIONAL COVER SHEET

ISSUING OFFICE:

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
UTAH ACQUISITION SUPPORT CENTER
2222 WEST 2300 SOUTH
SALT LAKE CITY, UT 84119
FAX (801) 975-3483

SOLICITATION NO. **AG-84N8-S-16-0098**

PROPOSALS ARE SOLICITED FOR: **ORANGE OLSEN EXTERIOR PAINTING PROJECT – MANTI LA SAL NATIONAL FOREST**

IMPORTANT – NOTICE TO OFFEROR:

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

1. **SF 1442 (Complete, date, and sign)**
2. **Schedule of Items**
3. **Representations and Certifications (Complete the Representations and Certifications electronically in the Online website at <http://sam.gov>) (Pages 28 – 33).**
4. **Technical proposal that identifies the criteria to be evaluated as noted in Section M.**
5. **Exhibit B, Experience and Equipment Information Form (or similar information form), (Pages 26 – 27)**

IT IS REQUIRED YOU WRITE THE SOLICITATION NUMBER ON THE OUTSIDE OF YOUR ENVELOPE. E-MAILS AND FAXES WILL NOT BE ACCEPTED.

Return to: Utah Acquisition Support Center
2222 West 2300 South
Salt Lake City, UT 84119
Solicitation No. AG-84N8-S-16-0098

IT IS REQUIRED THAT ALL CONTRACTOR'S BE REGISTERED IN THE SAM.GOV DATABASE PRIOR TO AWARD UNDER THIS SOLICITATION.

OMB APPROVAL NO. 2700-0042

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. AG-84N8-S-16-0098	2. TYPE OF SOLICITATION <input type="checkbox"/> Negotiated (RFQ)	3. DATE ISSUED 05/31/2016	PAGE OF PAGES 2 of 38
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 799214	6. PROJECT NO.
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7. ISSUED BY UTAH ACQUISITION SUPPORT CENTER 2222 WEST 2300 SOUTH SALT LAKE CITY, UTAH 84119	CODE	8. ADDRESS OFFER TO UTAH ACQUISITION SUPPORT CENTER ATTN: Lori Martinez 2222 WEST 2300 SOUTH SALT LAKE CITY, UTAH 84119
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9. FOR INFORMATION CALL:	A. NAME Lori Martinez (Contracting) Cathy Christensen (Technical)	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 801-975-3428 435-636-3552
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SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (*Title, identifying no., date*):

ORANGE OLSEN EXTERIOR PAINTING PROJECT – MANTI LASAL NATIONAL FOREST, Emery County, Utah

NAICS Code: 238320 Size Standard: \$15.0

The project magnitude is under \$25,000

11. The Contractor shall begin performance within **10 calendar days** and complete it within **14 calendar days** after receiving
 award, notice to proceed. This performance period is mandatory, negotiable. (*See ____.*)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	12B. CALENDAR DAYS
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offer to perform the work required are due at the place specified in Item 8 by **1:00 pm local time Jun 9, 2016**. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee is, is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than Item 14)
CODE	FACILITY CODE

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

AMOUNTS

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.									
DATE									

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA		
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	
26. ADMINISTERED BY	CODE	27. PAYMENT WILL BE MADE BY	

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return ____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31A. NAME OF CONTRACTING OFFICER (Type or print)		
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

USDA Forest Service

SCHEDULE OF ITEMS						
Orange Olsen Exterior Painting Project - 2016						
ITEM NUMBER	DESCRIPTION	METHOD OF MEAS.	UNIT	QTY.	PRICE	TOTAL
011900-1	MOBILIZATION	LSQ	LS	1		
099100-1	SURFACE PREPARATION FOR PAINTING OF ALL EXTERIOR WOOD ON THE ORANGE OLSEN DWELLING (SIDING, TRIM, POSTS ETC)	LSQ	LS	1		
099100-2	PRIMING AND PAINTING OF ALL EXTERIOR WOOD ON THE ORANGE OLSEN DWELLING (SIDING, TRIM, POSTS ETC)	LSQ	LS	1		
099100-3	MINOR EXTERIOR SIDING REPAIR AS SHOWN ON DRAWINGS	LSQ	LS	1		
TOTAL						

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

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

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

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

Business Name: _____

Offeror’s Name & Title: _____

Date: _____

Dun’s Number: _____

Section C - Description/Specifications/Statement of Work

GENERAL SPECIFICATIONS

Orange Olsen Exterior Painting Project

1.1 SCOPE OF CONTRACT

- A. This project includes prepping, priming, and painting work of the exterior wood siding of the Orange Olsen Dwelling. The color of paint for the Orange Olsen Dwelling and Bunkhouse shall be white and match the Orange Olsen Bunkhouse.
- B. The work includes preparation of exterior surface for paintings, rough basic carpentry, and painting/finish work. Precautions for lead based paint as detailed in the drawings must be followed.
- C. Quantities associated with these options are identified in the Schedule of Items.

1.2 PROJECT LOCATION

- A. The project is located in the Ferron/Price Ranger District of the Manti-La Sal National Forest, Emery County, Utah, in Section 31, T 17S, R 6E SL B&M. It is located approximately 17 miles north-west of Castle Dale, Utah. The project may be accessed from State Highway UT-29 and Forest Road 0144. The GPS latitude/longitude location is Lat: 39.30148482837704 Lon: -111.29724192769524 NAD83.

1.3 SITE INFORMATION AND LIMITATIONS

- A. 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. Construction sites will be closed to the public during construction. The Forest Service will issue a closure order to the public. The Contractor will be responsible for signing and limiting public access.
 - 2. Contractor will provide all materials and labor necessary to protect streams, wet or dry, during construction activities. The Contractor will be required to submit a stream protection plan and receive approval from the COR, in writing, prior to the beginning of construction.
 - 3. All construction equipment shall be pressure washed before entering National Forest System lands. The removal of mud and debris from treads, tracks and undercarriage, with emphasis on axles, frame, cross-members, motor mounts, and underneath steps, running boards, and front bumper/brushguard assemblies will be required. The purpose is to reduce or eliminate the transportation of noxious weeds, which is required by Federal and State regulations.
 - 4. Utilities are not available at the site for construction purposes.
 - 5. Toilet facilities are available at/near the site.

1.4 TRAFFIC CONTROL AND CONSTRUCTION SIGNING

- A. No work that endangers, interferes, or conflicts with traffic or access to work sites shall be performed until a plan for satisfactory warning and handling of traffic has been submitted by the contractor and approved by the COR and Utah Department of Transportation. Construction signing for traffic control shall conform to the Manual of Uniform Traffic Control Devices (MUTCD). All traffic control signs will be placed in areas adequate for a truck pulling a fifth wheel trailer to be turned around. Contractor shall not be paid directly for this item, rather it will be considered incidental to other items of work listed in the Schedule of Items.

1.5 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 site.
- B. No overnight camping will be allowed on site.

1.6 INSPECTION OF WORKSITE

- A. 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.

1.7 START DATE

- A. September 2016

1.8 CONTRACT TIME

- A. 14 Calendar Days from Notice to Proceed

1.9 SPECIFICATIONS

- A. The following specifications are attached. Some sections in the schedule of items refer to other sections not listed and are subsidiary to, or are included in payment for other pay items in this contract. These items are considered incidental and no additional compensation will be made.

Section 011900 - Mobilization

Section 099100 - Painting

452.211-72 STATEMENT OF WORK/SPECIFICATIONS. (FEB 1988)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications referenced in Section C and Section J.

**452.211-73 ATTACHMENTS TO STATEMENTS 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.

(End of Clause)

Section D - Packaging and Marking

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

Section E - Inspection and Acceptance

52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-12 Inspection of Construction (AUG 1996)

Section F - Deliveries or Performance

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.242-14 Suspension of Work (APR 1984)

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

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the Notice to Proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use Fourteen (14) calendar days after the date the contractor received the Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

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

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

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

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

Section G - Contract Administration Data

G-1. CONTRACTING OFFICE

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

Communications shall be directed to:

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

G-2. CONTRACTING OFFICER'S REPRESENTATIVE

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

G-3. SUBCONTRACTS

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

G-4. INVOICES

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

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

Section H - Special Contract Requirements

H-1 FIRE PRECAUTIONS

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

I. RESPONSIBILITIES

A. Contractor

Fire Suppression

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

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

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

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

B. Forest Service District Ranger

1. Is responsible for all fire activities on the Ranger District on which the contract project is located. He or his representative will discuss the fire plan with the Contractor and will discuss with him the equipment and manpower action to be taken when a fire occurs. He will notify the Contractor through the Contracting Officer's Representative (COR) to take correction measures when fire requirements are not complied with.

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

A. He will immediately send the entire contract crew with tools and equipment to the fire and take initial-attack suppression action.

B. Immediately notify the nearest Forest Service Fire Control Officer or other Forest Service employee of fire location and action taken

C. Designate a man to act as dispatcher who will handle messages and initiate action upon request until relieved.

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

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

Fire Prevention

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

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

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

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

(a) Turbo-charged internal combustion engines in which 100 percent of the exhaust gasses pass through a turbo-charged;

(b) Engines of passenger carrying vehicles and light trucks equipped with a muffler with baffles that are kept in good repair (glass packs are not an approved muffler for wildland work);

(c) Water pumping equipment used in firefighting.

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

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

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

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

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

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

Section I - Contract Clauses

52.252-2 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.acquisition.gov www.usda.gov/procurement/policy/agar.html

52.202-1 Definitions. (NOV 2013)

52.203-03 Gratuities (APR 1994)

52.203-5 Covenant Against Contingent Fees. (MAY 2014)

52.203-6 Restrictions on Subcontractors Sales to the Government (SEP 2006)

52.203-7 Anti-Kickback Procedures (MAY 2014)

52.204-7 System for Award Management. (JUL 2013)

52.204-13 System for Award Management Maintenance. (JUL 2013)

52.204-18 Commercial and Government Entity Code Maintenance. (JUL 2015)

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended.

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (FEB 2016)

52.211-18 Variation in Estimated Quantity. (APR 1984)

52.219-6 Notice of Total Small Business Set-Aside. (NOV 2011)

52.219-8 Utilization of Small Business Concerns (OCT 2014)

52.219-14 Limitations on Subcontracting (NOV 2011)

52.222-3 Convict Labor. (JUN 2003)

52.222-6 Construction Wage Rate (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 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. (APR 2015)

52.222-26 Equal Opportunity. (APR 2015)

52.222-27 Affirmative Action Compliance Requirements for Construction (APR 2015)

52.222-35 Equal Opportunity for Veterans (OCT 2015)

52.222-36 Affirmative Action for Workers with Disabilities (JUL 2014)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)

52.222-50 Combating Trafficking in Persons. (MAY 2015)

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

- 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. (AUG 2011)
- 52.225-9 Buy American–Construction Materials.(MAY 2014)
- 52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)
- 52.225-25 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification (OCT 2015)
- 52.228-15 Performance and Payment Bonds – Construction (OCT 2010)
- 52.232-5 Payments under Fixed-Price Construction Contracts. (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 – Sam Award Management. (JUL 2013)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)
- 52.233-1 Disputes. (MAY 2014)
- 52.233-3 Protest after Award. (AUG 1996)
- 52.236-2 Differing Site Conditions. (APR 1984)
- 52.236-3 Site Investigation and Conditions Affecting the Work. (APR 1984)
- 52.236-5 Material and Workmanship. (APR 1984)
- 52.236-7 Permits and Responsibilities. (NOV 1991)
- 52.236-8 Other Contracts. (APR 1984)
- 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (APR 1984)
- 52.236-10 Operations and Storage Areas. (APR 1984)
- 52.236-11 Use and Possession Prior to Completion. (APR 1984)
- 52.236-12 Cleaning Up. (APR 1984)
- 52.236-13 Accident Prevention. (NOV 1991)
- 52.236-14 Availability and Use of Utility Services. (APR 1984)
- 52.236-15 Schedules for Construction Contracts. (APR 1984)
- 52.236-26 Preconstruction Conference. (FEB 1995)
- 52.243-4 Changes. (JUN 2007)
- 52.243-5 Changes and Changed Conditions (APR 1984)
- 52-246-21 Warranty of Construction (MAR 1994)
- 52.249-1 Termination of Convenience of the Government (Fixed-Price) (Short Form) (Apr 1984)
- 52.249-10 Default (Fixed-Price Construction) (APR 1984)
- 452.228-70 Alternative Forms of Security. (NOV 1996)
- 452.232-70 Reimbursement for Bond Premiums--Fixed-Price Construction Contracts (NOV 1996)
- 452.236-71 Prohibition Against the Use of Lead-Based Paint. (NOV 1996)
- 452.236-73 Archaeological or Historic Sites. (FEB 1988)

52.228-13 Alternative Payment Protections (JUL 2000)

- (a) The Contractor shall submit one of the following payment protections:
- (1) Payment Bond
 - (2) Money orders, drafts, cashier's checks, or certified checks
- (b) The amount of the payment protection shall be 100 percent of the contract price.
- (c) The submission of the payment protection is required within **10** days of contract award.
- (d) The payment protection shall provide protection for the full contract performance period plus a one-year period.
- (e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.
- (f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of Clause)

52.244-6 Subcontracts for Commercial Items. (FEB 2016)

- (a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

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

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

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

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

criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

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

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

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

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

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

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

(viii) 52.222-37, Employments Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

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

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

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

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

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

(End of clause)

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

Exhibit A	Wage Determination UT160101 03/04/2016 UT101	Pages 21 - 25
Exhibit B	Experience Questionnaire	Page 26 - 28
Attachment 1	Specification(s) 011900 Mobilization 099100 Painting	
Attachment 2	Orange Olsen Exterior Painting Project Drawings	1 Page
Attachment 3	Site Overview	1 Page
Attachment 4	Dwelling Pictures	1 Page
Attachment 5	Lead Paint Notes	1 Page

EXHIBIT A

General Decision Number: UT160101 03/04/2016 UT101

Superseded General Decision Number: UT20150101

State: Utah

Construction Type: Building

Counties: Emery, Kane, Millard, Sevier and Wayne Counties in Utah.

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

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

Modification Number	Publication Date
0	01/08/2016
1	03/04/2016

BOIL0004-001 01/01/2014

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

ELEC0354-003 06/01/2015

	Rates	Fringes
ELECTRICIAN (Excluding Low Voltage Wiring).....	\$ 30.39	11.35

* SFUT0669-003 01/01/2016

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 31.14	17.70

 SHEE0312-001 07/01/2014

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

 SUUT2012-012 07/29/2014

	Rates	Fringes
BRICKLAYER.....	\$ 23.88	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 20.64	0.80
CARPENTER, Excludes Acoustical Ceiling Installation.....	\$ 19.51	4.71
CEMENT MASON/CONCRETE FINISHER...\$	21.11	0.00
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 23.36	6.06
INSTALLER - SIDING (METAL/ALUMINUM/VINYL).....	\$ 14.75	0.00
INSULATOR - BATT.....	\$ 13.77	0.00
IRONWORKER, REINFORCING.....	\$ 15.00	0.00
IRONWORKER, STRUCTURAL.....	\$ 17.41	6.13
LABORER: Common or General.....	\$ 10.63	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.....	\$ 19.40	0.00

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

USDA Forest Service <div style="text-align: center;">EXHIBIT B</div> <div style="text-align: center;"><u>EXPERIENCE QUESTIONNAIRE</u></div> 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?
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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:

**EXHIBIT B
 EXPERIENCE QUESTIONNAIRE CONTINUED**

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

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

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

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

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

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

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

<p>CERTIFICATION</p> <p>I certify that all of the statements made by me are complete and correct to the best of my knowledge, and that any persons named as references are authorized to furnish the Forest Service with any information needed to verify my capability to perform this project.</p>	<p>12a. CERTIFYING OFFICIAL'S NAME AND TITLE</p>
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SECTION K - Representations, Certifications, and Other Statements of Offerors

52.204-8 -- Annual Representations and Certifications. (APR 2016)

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

(2) **The small business size standard is 15.0.**

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

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

(c) (1) The following representations or certifications in 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 clause 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) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

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

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

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

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

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

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

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

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

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

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

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

(xxi)) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to 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) 52.204-20, Predecessor of Offeror.

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

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

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

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

___ (vii) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov> . After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of Provision)

52.204-16 --Commercial and Government Entity Code Reporting. (JUL 2015)

52.223-1 Biobased Product Certification (May 2012)

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

(a) Proposals must be

- (1) submitted on the forms furnished by the Government or on copies of those forms, and
- (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including --

- (1) Lump sum price;
- (2) Alternate prices;
- (3) Units of construction; or
- (4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words “no proposal” in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of Provision)

452.219-70 Size Standard and NAICS Code Information. (SEP 2001)

The North American Industrial Classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s): All Line Items

- **NAICS Code 238320**
- **Size Standard 15.0**

(End of provision)

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

52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

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

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

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

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

452.204-70 Inquiries. (FEB 1988)

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

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

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

Goals for Minority Participation for Each Trade

5.1%

Goals for Female Participation for Each Trade

6.9%

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

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

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

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;

- (4) Estimated starting and completion dates of the subcontract; and

- (5) Geographical area in which the subcontract is to be performed.

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

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

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

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

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

(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.

(End of provision)

52.233-2 Service of Protest. (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: **Lori Martinez, 2222 W 2300 S, Salt Lake City, UT 84119.**

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

(End of provision)

52.236-26 Preconstruction Conference. (FEB 1995)

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

(End of Clause)

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

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

Technical: Cathleen Christensen, 435-636-3552, cathleenchristensen@fs.fed.us

Contractual: Lori Martinez, 801-975-3428, lemartinez@fs.fed.us

52.237-1 Site Visit (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of Provision)

SECTION M--EVALUATION FACTORS FOR AWARD

A contract will be awarded to the lowest-priced technically acceptable offeror. Quotes will be evaluated for acceptability but will not be ranked using the non-cost/price factors. In order to be eligible for award, offerors must receive a rating of “acceptable” in every non-price factor. In the interest of economy and efficiency, the Government will start by evaluating the technical quotes of the lowest-priced offeror and will award to that offeror if the technical proposal is rated “technically acceptable”. If the lowest offeror receives a rating of “unacceptable” in any of the non-cost factors, the Government will then move on to evaluating the technical quotes of the next lowest offeror and so on until a quote is rated “technically acceptable”. Therefore, the technical quotes of the non-low price offerors may or may not be evaluated.

The following factors will be used to determine technical acceptability:

Factor #1: Technical

Technical Capability and Approach

In order to receive a rating of “acceptable” this quote must, at a minimum, demonstrate adequate technical capability and provide a satisfactory technical approach to accomplish the work within the period of performance, and demonstrate adequate experience on similar projects. Project plan also requires work including scheduling of various work items and subcontractors; and equipment to be used on project.

Factor #2: Past Performance

Recent and relevancy of present/past performance in relation to this effort.

In order to receive a rating of “acceptable”, offeror must, at a minimum provide past experience on similar type projects. The past experience should indicate successes of the contractor in completing similar type work projects.

***NOTE:** In accordance with FAR 15.305 (a)(2)(iv)), in the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, “unknown” will be considered “acceptable.”*

PRICE: Award will be made to the lowest priced offeror that is evaluated as “acceptable” for all non-price factors.

USDA FOREST SERVICE, R-4
Orange Olsen Exterior Painting Project
SECTION 011900 - MOBILIZATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This item is intended to compensate the Contractor for operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for payment of premiums for bonds and insurance for the project; and for any other work and operations which must be performed or costs that must be incurred incident to the initiation of meaningful work at the site and for which payment is not otherwise provided for under the contract.

1.2 MEASUREMENT AND PAYMENT

- A. The measurement shall be lump sum for mobilization. Payment shall be as follows:
 - 1. Bond premiums will be reimbursed after receipt of the evidence of payment.
 - 2. 50% of the lump sum, not to exceed 5% of the original contract amount, will be paid following completion of 5% of the original contract amount not including mobilization and bond premiums.
 - 3. Payment of the remaining portion of the lump sum, up to 10% of the original contract amount, will be paid following completion of 10% of the original contract amount not including mobilization and bond premiums.
 - 4. Any portion of the lump sum in excess of 10% of the original contract amount will be paid after final acceptance.
 - 5. Progress payments for mobilization and preparatory work shall be subject to retainage.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 011900

USDA FOREST SERVICE, R-4
Orange Olsen Exterior Painting Project

SECTION 099100 - PAINTING

PART 1 - GENERAL

1.1 SCOPE

- A. Perform all work necessary to supply and paint or stain where required on the drawings or in this specification.

1.2 PRODUCT HANDLING

- A. All painting material shall be delivered to the site in the manufacturer's original containers with labels intact and seals unbroken. They shall be kept in a locked, well-ventilated storage place assigned for this purpose. Receiving, opening, and mixing of all paint materials shall be done in this room. Storage space shall be kept clean and neat. Oily rags shall be removed and disposed of each day, and all other necessary precautions shall be taken to avoid danger or fire.

1.3 ENVIRONMENTAL

- A. Surfaces shall be painted or stained only when they are free from moisture. No painting or staining shall be done when temperature is below 50 degrees F., except when specifically directed otherwise in writing by the Contracting Officer.

1.4 MEASUREMENT AND PAYMENT

- A. No separate payment will be made for work included under this section. Payment for this work will be included in the contract unit price for other items.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Material shall all be first quality products. The Benjamin Moore & Co. products listed are given to establish the type and quality of products to be used. Other products of equivalent quality may be submitted to the Contracting Officer for review and approval. Top line products of Pratt & Lambert, Sherwin-Williams, Fuller-O'Brien, Olympic, and Pittsburgh paints and stains are equivalent to those listed in this specification.

1. Exterior

- a. Wood - Painted: Soft gloss, 100% acrylic house paint; MoorGlo Latex House and Trim Paint, #096 (max. spread rate - 500 sq. ft./gallon). Prime with exterior latex primer coat; Benjamin Moore Fresh Start All Purpose Acrylic Primer, #023 (max. spread rate - 450 sq. ft./gallon).

PART 3 - EXECUTION

3.1 PREPARATION OF SURFACES

- A. Surfaces to be painted shall be clean and free of dirt, dust and any other substance which might interfere with the functioning of the painting system. All surfaces to be painted shall be in proper condition to accept, and assure the proper adhesion and functioning of the particular painting system or coating specified.
- B. All steel and ferrous metal surfaces to be painted will be primed before installation. Bolts, welds and places where prime coat has been damaged shall be wire brushed to remove all loose paint, rust, and scale. Then apply one coat of ferrous metal primer.
- C. Wood surfaces shall be hand sanded and dusted clean. All knots, pitch pockets, or sappy portions shall be sealed with clear shellac or knot sealer. Putty all nail holes, cracks, etc., after first or prime coat. Do not seal wood surfaces to receive stain or natural finish. Do not sandpaper saw textured or resawn surfaces.
- D. Prime coats and finish coats of any one paint system shall be the products of the same manufacturer, except for manufacturer-applied factory or shop primed surfaces.

3.2 WORKMANSHIP AND APPLICATION

- A. Paint shall be applied in accordance with the applicable specification and/or manufacturer's instructions.
- B. Paints and finishing materials shall be free from skins, lumps, or any foreign matter, and kept well stirred while being applied.
- C. Work shall be protected against spatters, stains, or soiling and each type of finish shall be protected against similar defacement by other finish and shall be left clean.
- D. Each coat of paint shall be evenly worked out and allowed to dry before any subsequent coat is applied or rubbing done.
- E. Finish coats shall be the exact shades and textures selected.
- F. The finish work shall be free from runs and sags, defective brushing, and clogging of lines or angles.

3.3 COLOR SCHEDULE

- A. Wood: A color selection sheet shall be provided to the Contracting Officer for color selection. Match existing color of the office.

3.4 TOUCHING UP

- A. At the completion of other branches of the work, all painted and finished work shall be touched up and restored where damaged or defaced, and the entire work left free from blemished.

END OF SECTION 099100

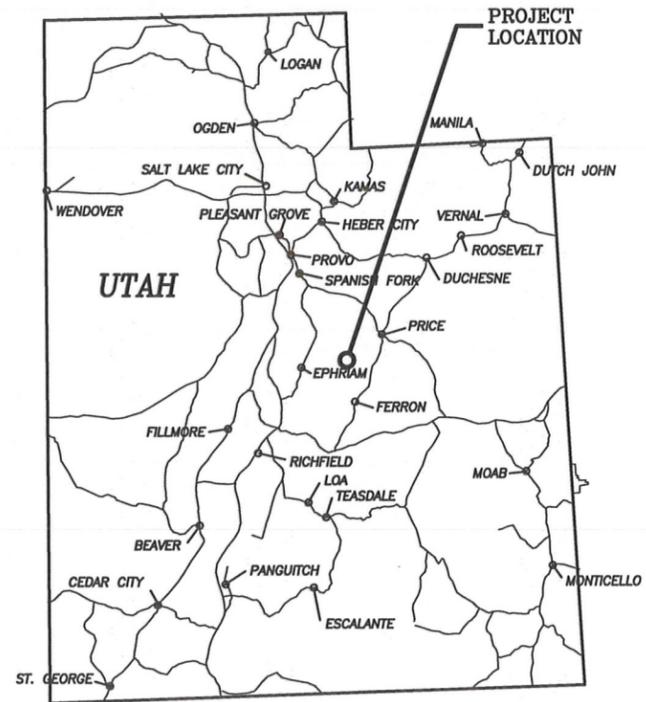
ORANGE OLSEN EXTERIOR PAINTING PROJECT

MANTI-LA SAL NATIONAL FOREST

PRICE, UT

LIST OF DRAWINGS

SHT.	DWG.	SHEET TITLE
<u>GENERAL</u>		
1	G1	COVER SHEET, LOCATION
2	S1.01	SITE OVERVIEW
3	A1.01	DWELLING PICTURES
4	A1.02	LEAD BASED PAINT NOTES



JOES VALLEY, UTAH

APPROVED	
<i>Kevin A. Pritchett</i>	18 FEB 16
FOREST SUPERVISOR	DATE
<i>Cathy Christensen</i>	2-16-2016
FOREST ENGINEER	DATE



ORANGE OLSEN DWELLING
(TO BE PAINTED)

ORANGE OLSEN BUNKHOUSE

0144

FOREST ROAD 0144

PROJECT No.
DRAWING
S1.01
SHEET
2 of **4**

**ORANGE OLSEN EXTERIOR
PAINTING PROJECT**
SITE OVERVIEW

DESIGN	BY: BW	CHECK: CC
DRAWING	BY: BW	CHECK: CC
APPROVED:	FOREST ENGINEER	DATE



U. S. Department of Agriculture
FOREST SERVICE
Intermountain Region 4 Engineering
MANTI-LA SAL NATIONAL FOREST



1 FRONT OF DWELLING
SCALE: NTS



2 SW SIDE OF DWELLING
SCALE: NTS



3 BACK OF DWELLING
SCALE: NTS



4 NE SIDE OF DWELLING
SCALE: NTS

ESTIMATED TOTAL SURFACE AREA: 1,161 SF

DESIGN	BY: BW	CHECK: CC	DATE
DRAWING	BY: BW	CHECK: CC	APPROVED: FOREST ENGINEER

ORANGE OLSEN EXTERIOR PAINTING PROJECT
DWELLING PICTURES

LEAD BASED PAINT SCRAPING/SANDING SAFETY MEASURES AND WORK DESCRIPTION:

- 1) LAY PROTECTIVE SHEETING 15 FEET FROM WORK SURFACE. TAPE OR STAPLE THE PROTECTIVE SHEETING TO WOOD SIDING AND CONSTRUCT CURBING ON OUTSIDE OF SHEETING TO KEEP WASTE FROM GETTING ON GROUND
- 2) KEEP WINDOWS AND DOORS CLOSED DURING SANDING AND SCRAPING WORK
- 3) ALWAYS WEAR SAFETY GOGGLES WHEN SCRAPING
- 4) WEAR DISPOSABLE PROTECTIVE CLOTHING COVERS
- 5) WEAR NIOSH-APPROVED RESPIRATOR WHEN WORK CREATES DUST OR PAINT CHIPS
- 6) POST "NO EATING, DRINKING OR SMOKING" WARNING SIGN ON SITE
- 7) CONTRACTOR SHALL CLEAN ALL EXPOSED EXTERIOR SURFACES WITH A DETERGENT (OR LEAD-SPECIFIC CLEANER) AND SCRUB BRUSH TO REMOVE DIRT AND LOOSE PAINT CHIPS PRIOR TO PAINTING
- 8) CONTRACTOR SHALL SUBMIT WHITE COLOR SAMPLES THAT MATCH THE ORANGE OLSEN BUNKHOUSE TO THE COR FOR SELECTION, PRIOR TO PAINTING
- 9) CONTRACTOR SHALL APPLY SUFFICIENT COATS OF SOFT GLOSS, 100% ACRYLIC EXTERIOR HOUSE PAINT AND EXTERIOR LATEX ACRYLIC PRIMER AS MANUFACTURED BY MOORGLO OR APPROVED EQUAL ON ALL EXPOSED EXTERIOR WOOD SURFACES SUCH THAT THE BUILDINGS WILL HAVE A UNIFORM EVEN COLOR
- 10) STORE ALL WASTE IN A SECURE CONTAINER OR DUMPSTER UNTIL FINAL DISPOSAL. CONTRACTOR IS RESPONSIBLE FOR DISPOSING OF WASTE AT AN EPA APPROVED DISPOSAL SITE.

NOTE

CONTRACTOR IS RESPONSIBLE TO VERIFY DIMENSIONS OF BUILDING; NUMBER AND SIZES OF WINDOWS, DOORS, AND APPURTENANCES ON BUILDINGS; LOCATION OF TRIM, WINDOWS AND DOORS; LOCATION AND SIZE OF SURFACE MOUNTED UTILITIES; ETC. PRIOR TO BIDDING THIS CONTRACT.

ALL EXPOSED WOOD SURFACES SHALL BE PAINTED INCLUDING: EXTERIOR SIDING, WINDOW/DOOR TRIM, AND EXPOSED ROOF RAFTERS ETC.

AFTER THE PREP WORK, CONTRACTOR SHALL REQUEST WRITTEN APPROVAL PRIOR TO PAINTING FROM THE COR.

DESIGN	BY: BW	CHECK: CC	DATE
DRAWING	BY: BW	CHECK: CC	
APPROVED: FOREST ENGINEER			

ORANGE OLSEN EXTERIOR PAINTING PROJECT
 LEAD BASED PAINT NOTES