

REQUEST FOR QUOTATION <i>(THIS IS NOT AN ORDER)</i>			THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET- ASIDE			PAGE OF PAGES 1 60		
1. REQUEST NO. AG-04N7-S-14-0026		2. DATE ISSUED 404/16/2014		3. REQUISITION/PURCHASE REQUEST NO. Req # 683504 AAP # 06SO101457790		4. CERT. FOR NAT.DEF. UNDER BDSA REG. 2 <input type="checkbox"/> AND/OR DMS REG. 1 <input type="checkbox"/>		RATING
5a. ISSUED BY USDA Forest Service Rogue River-Siskiyou National Forest 3040 Biddle Road Medford, OR 97504-4119						6. DELIVER BY (Date) See Schedule		
5b. FOR INFORMATION CALL (NO COLLECT CALLS)						7. DELIVERY <input type="checkbox"/>		FOB DESTINATION
NAME			TELEPHONE NUMBER			<input checked="" type="checkbox"/>		OTHER (See Schedule)
			AREA CODE		NUMBER		9. DESTINATION	
Eileen Northrop – Contracting			541		618-2017		a. NAME OF CONSIGNEE	
Shanisha Reese - Engineering			541		618-2069			
8. TO:								
a. NAME			b. COMPANY			b. STREET ADDRESS		
c. STREET ADDRESS						c. CITY		
d. CITY			e. STATE		f. ZIP CODE		d. STATE	
							e. ZIP CODE	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS @ 4:30 p.m. 05/12/2014 This is not a public opening.				IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in BLOCK 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.				
11. SCHEDULE (Include applicable Federal, State and local taxes)								
ITEM NO.	SUPPLIES/SERVICES			QUANTITY	UNIT	UNIT PRICE	AMOUNT	
(a)	(b)			(c)	(d)	(e)	(f)	
	GOLD BEACH RANGER STATION ENERGY UPGRADES GOLD BEACH RANGER DISTRICT ROGUE RIVER-SISKIYOU NATIONAL FOREST CURRY COUNTY, OREGON Price Range: LESS THAN \$25,000			SEE SECTION B – SCHEDULE OF ITEMS				
12. DISCOUNT FOR PROMPT PAYMENT <input type="checkbox"/>			a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS		
						NUMBER	PERCENTAGE	
NOTE: Additional provisions and representations <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached.								
13. NAME AND ADDRESS OF QUOTER				14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION			15. DATE OF QUOTATION	
a. NAME OF QUOTER								
b. STREET ADDRESS				16. SIGNER			b. TELEPHONE	
c. COUNTY				a. NAME (Type or print)			AREA CODE	
d. CITY			e. STATE	f. ZIP CODE	c. TITLE (Type or Print)		NUMBER	

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PART I—THE SCHEDULE
SECTION B--SUPPLIES OR SERVICES AND PRICES/COSTS

GOLD BEACH RANGER STATION ENERGY UPGRADES
GOLD BEACH RANGER DISTRICT
Rogue River-Siskiyou National Forest
Curry County, Oregon

SCHEDULE OF ITEMS

All line items must be filled out. If there is no intent to charge for a Bid Item, a price of "0" or "No Cost" should be shown. If the price is left blank or shown as "No Bid" or "No Quote", the entire bid/quote will be considered Non-Responsive.

ITEM NO.	DESCRIPTION	METHOD OF MEASUREMENT	PAY UNIT	QTY.	UNIT PRICE	AMOUNT
08720-1	Seal Exterior Door Gaps	LSQ	LS	1		
16511-1	Retrofit Existing 2x4' T-12 Fluorescent Light Fixtures: replace with new energy efficient ballast, replace and recycle old lamps.	AQ	EA	53		
16511-2	Retrofit Existing 4x4' T-12 Fluorescent Light Fixtures: replace with new energy efficient ballast, replace and recycle old lamps.	AQ	EA	20		
16511-3	Replace Existing 2x8 Fixtures: replace with new energy efficient 2x4 light fixtures. Install new T-8HL lamps, recycle old lamps.	AQ	EA	2		
16511-4	Replace Exterior Light Fixture: install new CFL fixture.	AQ	EA	1		
16511-5	Install Occupancy Sensor	AQ	EA	1		
16511-6	Repair Light Controls	LSQ	LS	1		
22140-1	Replace Existing 6 Gallon Water Heaters	AQ	EA	2		
22140-2	Replace Existing 10 Gallon Water Heaters	AQ	EA	2		
22140-3	Replace Existing 50 Gallon Water Heater	AQ	EA	1		
	TOTAL BASE ITEM					

OPTION ITEMS

ITEM NO.	DESCRIPTION	METHOD OF MEASUREMENT	PAY UNIT	QTY.	UNIT PRICE	AMOUNT
22140-4	Replace existing 50 gallon water heater at bld# 1005	AQ	EA	1		
22140-5	Replace existing 50 gallon water heater at bld# 1007	AQ	EA	1		
22140-6	Replace existing 50 gallon water heater at bld#1008	AQ	EA	1		
TOTAL OPTION ITEM						
TOTAL BASE ITEM AND OPTION ITEM						

DUNS NUMBER: _____

TAX IDENTIFICATION NUMBER (TIN): _____

EMAIL ADDRESS: _____

NOTES:

- 1) Quoters are urged to inspect work site before submitting quote.
- 2) Bonding is not required for this project.
- 3) Offerors **MUST** register in the **SYSTEM FOR AWARD MANAGEMENT (SAM)** data base – See FAR 52.204-7 and Annual Representations and Certifications Applications – See FAR clause 52.204-8. These are now consolidated at the following site: <https://www.sam.gov/portal/public/SAM/>
- 4) **Veteran Information:** Contractors must register with VETS-100 for contracts awarded in excess of \$100,000. Contractors and subcontractors who have received an award of \$100,000 or more must use form VETS-100A, Federal Contractor Veterans' Employment Report, to submit the required reports (see <https://webapps.dol.gov/vets100>). See also FAR 52.222-37 Employment Reports on Veterans (Incorporated by reference in Section I).
- 5) **ELECTRONIC OFFERS WILL NOT BE ACCEPTED.** An offer that is emailed to government account will be rejected.
- 6) Facsimile quotes will be accepted at 541.618.2148. See Section L for Fax Number.
- 7) This is not a public bid opening. All offers submitted are considered confidential. The name of the contractor and the amount of the contract will be disclosed only after an award has been made.
- 8) **RETURN PACKAGE:** Complete and return the following pages to be considered for award. Pages 1, 3,4 and 5; All of Section K, pages 51-53; Page 60.

SECTION C--DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C-1 Scope of Contract

The project includes all labor, equipment, supplies, supervision and incidentals necessary for the installation of water heaters and interior lighting upgrade of various administrative buildings located at the Gold Beach Ranger Station. This project also includes option items to install water heaters at various residential buildings at the Ranger Station. Work consists of light fixture, ballast and sensor installation, bulb replacement, lighting controls repair, weather- stripping, and water heater installation. The work includes but is not limited to electrical and plumbing work.

C-2 Project Location

Gold Beach Ranger Station on the Gold Beach Ranger District is located in Curry County, Oregon, in the south coastal town of Gold Beach, Oregon, on US Hwy 101. The address is 29279 Ellensburg Ave., Gold Beach, OR 97444. (541) 247-3600

C-3 Price Range

The Government's estimate is: less than \$25,000

C-4 AGAR 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 J.

C-5 Applicable Specifications

The specifications shown in the specification listing contained in the attachments are applicable to this contract. All specifications not included in the specification listing but referenced by listed specifications, are applicable. The specifications shown on the specification list are physically attached.

C-6 AGAR 452.211-73 Attachments to Statement of Work/Specifications (FEB 1988)

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

C-7 Reference Standards

ANSI	American National Standard Institute
APA	American Plywood Association
ASTM	American Society for Testing and Materials
EPA	United States Environmental Protection Agency
FAR	Federal Acquisition Regulations
IBC	International Building Code
OR-OSHA	Oregon Occupational Safety and Health Administration
OSHA	Occupational Safety and Health Administration
USDA	United States Department of Agriculture
USFS	United States Forest Service

SECTION D--PACKAGING AND MARKING

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

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/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

E-2 FAR 52.246-12 INSPECTION OF CONSTRUCTION (Aug 1996)

(a) *Definition.* “Work” includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not—

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may—

(1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or

(2) Terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

E-3 CONFORMITY WITH PLANS 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 Plans, indicated in the specifications, or designated on the ground. "Reasonably close conformity" is in compliance with reasonable and customary manufacturing and construction tolerances.

SECTION F--DELIVERIES OR PERFORMANCE

F-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/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

F-2 52.242-14 Suspension of Work (APR 1984)

F-3 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 45 calendar days after the date the contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises.

F-4 AGAR 452.236-75 Maximum Work Week – Construction Schedule (NOV 1996)

Work Hours: Work activity under this contract shall be limited to the hours **between 7:30 a.m. and 5:00 p.m., Monday through Friday, excluding Federal Holidays**, unless other hours are approved in writing by the CO.

SECTION G--CONTRACT ADMINISTRATION DATA

G-1 Designation of Contracting Officers Representative

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

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

The Contracting Officer should be informed as soon as possible of any actions or inactions by the Contractor or the Government which will change the required delivery or completion times stated in the contract, and the contract will be modified accordingly. (This does not apply to individual task assignments which were issued by the COR provided they do not affect the delivery schedule or performance period stated in the contract).

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

G-2 AGAR 452.215-73 Post Award Conference (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled and held at an agreed upon time and location after the date of contract award.

G-3 Government-Furnished Property

The Government will provide the following item(s) 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.

‘NONE’

SECTION H--SPECIAL CONTRACT REQUIREMENTS

H-1 FAR 52.236-4 Physical Data (APR 1984)

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

- (a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by USFS.
- (b) Weather conditions suitable for performance of work are normally expected year around except weather sensitive work during the rainy season.
- (c) Wildlife restrictions – No special restrictions are applicable.

H-2 Use of Premises

- (a) Contractor shall coordinate with District staff to minimize disturbances.
- (b) Unless provided otherwise, the Contractor shall dispose of solid waste in accordance with applicable Federal, State, and local regulations. Use of Forest Service waste disposal facilities is not allowed.
- (c) Contractor is allowed to use existing Ranger Station restroom facilities near the project site. The Government reserves the right to discontinue use of this privilege at its discretion if the Contractor leaves the toilets in an untidy condition. The Contractor shall install a portable toilet if the right to use the facilities is denied by the Government.
- (d) Camping: No camping will be permitted at the site.
- (e) Fuel storage is not allowed within the project site unless noted elsewhere.

H-3 Utilities

- (a) Sewer: Available
- (b) Water: Available in reasonable quantities
- (c) Electrical: Available in reasonable quantities

H-4 Hazardous Conditions Safety Plan Certification

The following conditions have been identified as inherently hazardous to a degree that failure to take the proper precautions could lead to serious injury or loss of life. This listing shall not be construed as all inclusive. The Contractor shall certify that his/her Safety Plan conforms to the requirements of OSHA. **The Safety Plan certification** shall be submitted prior to commencing work on the project. Appropriate actions shall be taken by the Contractor to implement this plan during performance and to take any and all other necessary steps to mitigate the dangers from hazard.

<input type="checkbox"/>	Confined space entry
<input type="checkbox"/>	Temporary excavation/deep trenching/slope stability
<input type="checkbox"/>	Tree felling
<input checked="" type="checkbox"/>	Fall hazard from work heights exceeding six feet
<input type="checkbox"/>	Blasting
<input type="checkbox"/>	Traffic control on limited visibility roads
<input type="checkbox"/>	Heavy equipment operation
<input checked="" type="checkbox"/>	Suspended loads
<input type="checkbox"/>	Tree climbing and/or tower climbing
<input type="checkbox"/>	Fire hazards
<input type="checkbox"/>	Hazardous materials handling
<input checked="" type="checkbox"/>	Electrical hazard
<input type="checkbox"/>	Hydraulic and/or pneumatic and/or high pressure hazards
<input type="checkbox"/>	Steep slopes and/or downed logs
<input checked="" type="checkbox"/>	Insects

H-5 Product Substitution, Shop Drawings and Material Certification

- (a) Product Substitution. Any modification of other items, designs, materials, products or equipment (including Government Furnished Property or Government Furnished Material), made necessary because of a substitution, shall be the responsibility of the Contractor without adjustment in contract price or time. The Contracting Officer's approval of any substitute will not affect the Contractor's responsibility for such modification. Any and all substitutions will be requested by the Contractor after award of the contract has been made. No approvals will be made prior to award.
- (b) Shop Drawings and Submittals. The following submittals shall be submitted for approval within 10 calendar days after Notice to Proceed as required by the clause or specification unless noted elsewhere:

Brief Title	Basic Reference Section	Detailed Requirements Section	Number of Copies To Submit	Government Approval for Submittal
Weather-stripping	08720	1.02A	1	Y
Lighting	16511	1.02A, B	1	Y
Water Heaters	22140	1.03A, B, C	1	Y
Certified Payroll Record WH-347 (submit weekly)	I	FAR 52.222-8	1	N/A
Schedule	I	FAR 52.236-15	1	N/A
Safety Plan Certification	H-4 Hazardous Conditions		1	N/A
SPCC Plan (> 1320 Gal.)	H-7 Landscape Preservation		1	N/A
SF 1413 Statement of Acknowledgement	FAR 52.222-11			N/A

Government has 14 calendar days to review packet of submittals unless **noted elsewhere such as in the specifications.**

H-6 Permits and Responsibilities

Contractor is responsible for obtaining a State Electrical Inspection Permit and for having the inspections performed (where applicable). All other permits (unless noted elsewhere) are not required to be obtained by the Contractor due to project's Federal status. The lack of permits will not have negative impacts to the Contractor's license and ability to work within the city in the future. Contractor is responsible, as noted above, to comply with all codes, laws and regulations applicable to this work.

H-7 Landscape Preservation

- (a) The Contractor shall confine operations to within the clearing limits or other areas designated in contract documents, and prevent the depositing of rocks, excavated materials, stumps, or other debris outside of these limits. Material which falls outside

of these limits shall be retrieved, disposed of, or incorporated in the work as directed by the Contracting Officer.

- (b) **Prevention of Oil Spills.** If the Contractor maintains storage facilities for oil or oil products onsite, appropriate preventive measures shall be taken to insure that any spill of such oil or oil products does not enter any stream or other waters of the United States or any of the individual States. Servicing of all equipment shall be done only in the area approved by the Contracting Officer. If the total oil or oil products storage exceeds 5000 liters (1,320 gallons) or if any single container exceeds a capacity of 2500 liters (660 gallons), the Contractor shall prepare a Spill Prevention Control and Countermeasures (SPCC) Plan. Such plan shall meet applicable EPA requirements (40 CFR 112) including certification by a registered professional engineer. The Contractor will be required to make reasonable attempts to preserve the scenic and natural environment along this construction project.
- (c) **Trash and Refuse -** Contractor shall remove all of his own trash and refuse from the contract area. Material to be removed includes, but is not limited to; used engine oil, oil filters, oil cans, grease cartridges, camp refuse such as tin cans, paper, garbage, etc. This material must be removed to a State, County, or Municipality-designated solid waste disposal area.
- (d) **Erosion Prevention and Control -** Contractors operations shall be conducted reasonably to minimize soil erosion. Equipment shall not be operated when ground conditions are such that excessive damage will result. The kinds and intensity of erosion control work done by the Contractor shall be adjusted to ground and weather conditions and the need for controlling runoff. Erosion control work shall be kept current immediately proceeding expected seasonal periods of precipitation or runoff.

If the Contractor fails to do seasonal erosion control work prior to any seasonal period of precipitation or runoff, the Government may (1) by contract or otherwise, perform erosion control work and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such erosion control work or (2) terminate the contract for default.

H-8 Payments for Incidental 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 plans, 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 indirect to and included in the payment for items shown.

H-9 Local Disposal Sites

Debris encountered in the contract and other waste materials generated in the work (cartons, scrap, etc.) shall be removed and disposed of off of National Forest Service Land, and as required in the specifications.

H-10 AGAR 452.228-71 Insurance Coverage (NOV 1996)

Pursuant to FAR clause 52.228-5, Insurance – Work on a government Installation, Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

- (a) Workers Compensation and Employer's Liability. Contractor is required to comply with applicable Federal and State worker's compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.
- (b) General Liability. Contractor shall have bodily injury liability insurance coverage written on a comprehensive form of policy of at least \$500,000 per occurrence.
- (c) Automobile Liability. Contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage or loss.
- (d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger injury. Coverage for passenger injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

H-11 Project Site Maintenance and Cleanup

Throughout the construction period, Contractor shall maintain the construction site in a neat, clean and orderly manner. Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials. Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction of this work. Provide adequate storage for all items, awaiting removal from the job site, observing all requirements for fire prevention and protection of the environment.

H-12 Traffic Control, Barricades, Warning Signs and Other Devices

Contractor shall provide, erect and maintain all necessary barricades, construction area fencing, suitable and sufficient lights, danger signals, signs, flaggers, and other traffic devices, and shall take all necessary precautions for the protection of the work and safety of the public, and government employees working or residing in the project area. Barricades and other obstructions shall be illuminated during the hours of darkness, unless otherwise approved by the COR. Suitable warning signs shall be provided to properly control and direct foot and vehicular traffic. All operations shall conform to the current requirements and guidelines of the Occupational Safety and Health Administration (OSHA) and the Manual of Uniform Traffic Control Devices (MUTCD).

Contractor shall erect warning signs in advance to any place on the project where operations may interfere with the use of walkways, roads, parking areas or trails by foot or vehicular traffic, and at all intermediate points, where the new work crosses or coincides with an existing transportation and parking areas.

PART II--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/

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) *(Applicable if over \$25,000 unless award is to an individual)*
- 52.204-13 System for Award Management Maintenance (JUL 2013)
- 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 2013) *(Applicable if contract exceeds \$30,000)*

- 52.211-18 Variation in Estimated Quantity (APR 1984)
- 52.217-7 Option for Increased Quantity – Separately Priced Line Item (MAR 1989)
- 52.219-6 Notice of Total Small Business Set-Aside (DEC 2010)
- 52.219-28 Post-Award Small Business Program Representation (JUL 2013)
- 52.222-3 Convict Labor (JUN 2003)
- 52.222-6 Davis-Bacon Act (JUL 2005)
- 52.222-7 Withholding of Funds (FEB 1988)
- 52.222-8 Payrolls and Basic Records (JUN 2010)
- 52.222-9 Apprentices and Trainees (JUL 2005)
- 52.222-10 Compliance with Copeland Act Requirements (FEB 1988)
- 52.222-11 Subcontracts (Labor Standards) (JUL 2005)
- 52.222-12 Contract Termination - Debarment (FEB 1988)
- 52.222-13 Compliance with Davis-Bacon and Related Act Regulations (FEB 1988)
- 52.222-14 Disputes Concerning Labor Standards (FEB 1988)
- 52.222-15 Certification of Eligibility (FEB 1988)
- 52.222-21 Prohibition of Segregated Facilities (FEB 1999) *(Applicable if contract exceeds \$10,000)*
- 52.222-26 Equal Opportunity (MAR 2007) *(Applicable if contract exceeds \$10,000)*
- 52.222-27 Affirmative Action Compliance Requirements for Construction (FEB 1999) *(Applicable if FAR52.222-26 is included)*
- 52.222-36 Affirmative Action for Workers with Disabilities (OCT 2010) *(Applicable if contract exceeds \$15,000)*
- 52.222-50 Combating Trafficking in Persons (FEB 2009)

- 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEPT 2013)
- 52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2011)
- 52.223-6 Drug-Free Workplace (MAY 2001) (*Applicable if contract is awarded to an individual*)
- 52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)
- 52.223-18 Encouraging Contractor Policies 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)
- 52.227-4 Patent Indemnity -- Construction Contracts (DEC 2007)
- 52.232-5 Payments Under Fixed-Price Construction Contracts (SEP 2002)
- 52.232-23 Assignment of Claims (JAN 1986)
- 52.232-27 Prompt Payment for Construction Contracts (JUL 2013)
- 52.232-33 Payment by Electronic Funds Transfer – System for Award Management (JUL 2013)
- 52.233-1 Disputes (JUL 2002)
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- 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- 52.236-3 Site Investigation and Conditions Affecting the Work (APR 1984)
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- 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)
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- 52.236-15 Schedules for Construction Contracts (APR 1984)
- 52.236-17 Layout of Work (APR 1984)
- 52.236-21 Specifications and Drawings for Construction (FEB 1997)
- 52.243-5 Changes and Changed Conditions (APR 1984)
- 52.244-6 Subcontracts for Commercial Items (JUL 2013)
- 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

- 452.236-71 Prohibition Against the Use of Lead-Paint (NOV 1996)
- 452.236-72 Use of Premises (NOV 1996)

- 452.236-73 Archeological or Historic Sites (FEB 1988)
- 452.236-74 Control of Erosion, Sedimentation and Pollution (NOV 1996)
- 452.236-76 Samples and Certificates (FEB 1988)

I-2 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> .

(End of clause)

I-3 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>.

(End of clause)

I-4 FAR 52.215-8 ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997)

Order of Precedence—Construction

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

(1) The Schedule (excluding the specifications)

- (2) Representations and Other Instructions
- (3) Contract Clauses
- (4) Other Documents, Exhibits, and Attachments
- (5) The Specifications
- (6) Drawings

I-5 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

As prescribed in [23.406\(b\)](#), insert the following clause:

AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION
CONTRACTS
(SEPT 2013)

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

(1) The product cannot be acquired—

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

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

(i) Spacecraft system and launch support equipment.

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

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

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

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

(2) Submit this report no later than—

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

(End of clause)

I-6 52.223-15 Energy Efficiency in Energy-Consuming Products.

As prescribed in [23.206](#), insert the following clause:

ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)

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

“Energy-efficient product”—

(1) Means a product that—

(i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or

(ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy’s Federal Energy Management Program.

(2) The term “product” does not include any energy-consuming product or system designed or procured for combat or combat-related missions ([42 U.S.C. 8259b](#)).

(b) The Contractor shall ensure that energy-consuming products are energy efficient products (*i.e.*, ENERGY STAR® products or FEMP-designated products) at the time of contract award, for products that are—

(1) Delivered;

(2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(3) Furnished by the Contractor for use by the Government; or

(4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless—

(1) The energy-consuming product is not listed in the ENERGY STAR® Program or FEMP; or

(2) Otherwise approved in writing by the Contracting Officer.

(d) Information about these products is available for—

(1) ENERGY STAR® at <http://www.energystar.gov/products>; and

(2) FEMP at http://www1.eere.energy.gov/femp/procurement/eep_requirements.html.

(End of clause)

I-7 FAR 52.225-9 BUY AMERICAN ACT-CONSTRUCTION MATERIALS (SEP 2010)

(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 section 3 of the Shipping Act of 1984 ([46 U.S.C. App. 1702](#)), 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 the Buy American Act ([41 U.S.C. 10a - 10d](#)) by providing a preference for domestic construction material. In accordance with [41 U.S.C. 431](#), the component test of the Buy American Act 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 Act 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 Act 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 Act.

(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 Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable 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 Act applies, use of foreign construction material is noncompliant with the Buy American Act.

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

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description Unit of Measure Quantity Price (Dollars)*

Item 1:

Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

Item 2:

Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

End of Clause

I-8 FAR 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

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

I-9 ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS (AGAR 452.20-71) (FEB 2012) (ALTERNATE 1)

(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.

(End of Clause)

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

SECTION J--LIST OF ATTACHMENTS

TITLE	PAGES										
<u>J.1 List of Attachments</u>											
1. CSI Project Specifications with list	10										
2. Project Drawings (4 sheets, separate file)	4										
<table><thead><tr><th><u>Sheet No.</u></th><th><u>Sheet Title</u></th></tr></thead><tbody><tr><td>T1</td><td>Title Sheet</td></tr><tr><td>C1</td><td>Site Plan</td></tr><tr><td>A1</td><td>Floor Plans 1</td></tr><tr><td>A2</td><td>Floor Plans 2</td></tr></tbody></table>		<u>Sheet No.</u>	<u>Sheet Title</u>	T1	Title Sheet	C1	Site Plan	A1	Floor Plans 1	A2	Floor Plans 2
<u>Sheet No.</u>	<u>Sheet Title</u>										
T1	Title Sheet										
C1	Site Plan										
A1	Floor Plans 1										
A2	Floor Plans 2										
3. DOL Wage Decision No. OR20140035, 02/07/2014, with 2 modifications, Dated: 02/07/2014	8										

USDA FOREST SERVICE

PROJECT SPECIFICATIONS

SECTION 01010
SUMMARY OF WORK

PART 1 - GENERAL

1.01 SUMMARY

- A. The project includes all labor, equipment, supplies, supervision and incidentals necessary for the installation of water heaters and interior lighting upgrade of various administrative buildings located at the Gold Beach Ranger Station. This project also includes option items to install water heaters at various residential buildings at the Ranger Station. Work consists of light fixture, ballast and occupancy sensor installation, bulb replacement, lighting control repair, weather-stripping, and water heater installation. The work includes but is not limited to electrical and plumbing work.

1.02 RECYCLING

- A. All replaced fluorescent lamps shall be recycled at an appropriate facility.

1.03 LOCATION

- A. The Gold Beach Ranger Station is located in Coos County, Oregon, in the south coastal town of Gold Beach, Oregon, on US Hwy 101. The address is 29279 Ellensburg Ave., Gold Beach, OR 97444. (541) 247-3600

1.04 SUBMITTALS

- A. Submit product data for each type of lighting and plumbing equipment scheduled. Include data on features, accessories, finishes, and warranties.
- B. Submittals for request to install equal product shall demonstrate that salient qualities are equivalent to specified product, including Energy Star® qualifications and Energy Guide cost savings.

1.05 USE OF PREMISES

- A. Contractor shall provide adequate signing and take necessary safety measures to protect the public and Government workers during all project operations. Contractor shall minimize disturbances to Government workers and public. Disturbances include but are not limited to long periods of water service interruption, lights out, and loud noises.
- B. Confine storage of materials to areas as approved by the CO.

PART 2 - PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

PART 4 - MEASUREMENT AND PAYMENT (NOT USED)

END OF SECTION

USDA FOREST SERVICE

PROJECT SPECIFICATIONS

SECTION 08720
WEATHER-STRIPPING AND SEALS

PART 1 - GENERAL

1.01 SUMMARY

- A. This section specifies weather-stripping and sealing of exterior doors.
 - 1. Seal large gaps with appropriate weather-stripping/sealing products on exterior door of building #1006.

1.02 SUBMITTALS

- A. Submit product samples and information on weather-stripping and sealant material to be used.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Weather stripping products
 - 1. 3M, Pemko, M-D Building Products, Frost King, or approved equal

PART 3 - EXECUTION

3.01 PREPARATON

- A. Prepare surfaces to receive weather-stripping/ seals by brushing, scrubbing, scraping, or washing to remove dust, oil, grease, frost or other deleterious material. Ensure bearing surfaces are dry prior to proceeding.
- B. Protect surrounding areas and surfaces during installation against damage resulting from the work of this section.

3.02 INSTALLATION

- A. Install weather-stripping/seals strictly in accordance with manufacturer's written instructions and installation guidelines.
- B. Install weather-stripping/seal materials plumb, square and level, wherever possible
- C. Adjust for correct function, and form weather-tight seal.
- D. Remove excess sealant, debris and surplus materials upon completion of work.

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Seal exterior door gaps
 - 1. Lump sum quantities, no measurement will be made

4.02 BASIS OF PAYMENT

- A. Payment will be made under the following items:

USDA FOREST SERVICE

PROJECT SPECIFICATIONS

<u>PAY ITEM</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>
08720-1	Seal Exterior Door Gaps	LS

END OF SECTION

USDA FOREST SERVICE

PROJECT SPECIFICATIONS

SECTION 16511

LIGHTING

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes the following:
 - 1. Retro-fitting ballast
 - 2. Installing new lamps
 - 3. Installing new fixtures
 - 4. Installing occupancy sensor switches
 - 5. Repair controls

1.02 SUBMITTALS

- A. Submit product data: manufacturers cut sheets including image, data on features, accessories, and finishes. Submittals for request to install equal product shall demonstrate that salient qualities are equivalent to specified product, including energy efficiency.
- B. Operation and maintenance data.

1.03 QUALITY ASSURANCE

- A. Electrical work shall be done by a licensed electrician; licensed in the state of Oregon
- B. Comply with NFPA 70.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- D. All lighting fixtures shall bear the Underwriters Laboratories label and be approved for installation in the locations indicated.
- E. NEMA C82.11

PART 2 – PRODUCTS

2.01 BALLAST RETROFIT

- A. Ballast: tri-phosphor, electronic ballast, instant start, low ballast factor (BF< 0.85) parallel lamp connection, color temperature 4,100K, sound rating A.
- B. Ensure existing fixture voltage matches new ballast voltage. Ballast shall allow remaining lamps to maintain full light output when one or more lamps fail.
 - 1. Lamps:
 - a. T8: Philips-Energy Advance F32T8, low wattage or approved equal to replace lamps in retrofitted 2x4' fixtures
 - b. T8: Philips-Advantage F32T8, high lumen or approved equal to replace lamps in retrofitted 4x4' fixtures.

USDA FOREST SERVICE

PROJECT SPECIFICATIONS

2.02 FIXTURES

A. 2x4' Fluorescent High Bay Light Fixture

1. Fixture: 8 ft, 2 lamp ballast, 32w, 120-277 V, instant start, BF 0.88 (or higher).
 - a. Lithonia FAL or approved equal.
2. Lamps: (2) - 4 ft. 32W T8



B. Exterior Porch Fixture

1. Fixture: Jelly jar style, clear ribbed glass, ceiling mount, match to existing fixture
2. Lamp: CFL



2.03 OCCUPANCY SENSOR

- A. Ceiling mount, ultrasonic and passive infrared technology.
1. Sensor: Greengate, OAC-U-1000

PART 3 – EXECUTION

3.01 PROJECT WORK

- A. Prior to start of work; turn off lights at the switch, as well as at the circuit breaker. Check both hot and neutral feed wires for voltage with respect to ground prior to any wire cutting.
- B. Contractor shall inspect all fluorescent lighting fixtures; retrofitting all fixtures utilizing T-12 lamps.
- C. Install lamps in all new fixtures and retrofitted ballast as shown on drawings.
- D. Properly recycle all fluorescent lamps replaced

USDA FOREST SERVICE

PROJECT SPECIFICATIONS

- E. Coordinate mounting requirements, ceiling conditions, lighting fixture types and ballast voltage rated for each area of the building prior to ordering.
- F. All new and retrofitted fixtures shall be clean at time of acceptance by the Government.

3.02 BALLAST RETROFIT

- A. Contractor shall inspect existing fixtures prior to ordering ballast; some fixtures have previously been retrofitted. Retrofit only existing T-12 fixtures.
- B. Ensure that all new ballast lamp holders are sized to fit pins of new lamps. If new wire is needed for installation, ensure that added wire is of the same size and type of insulation as wire at new ballast.
- C. Mount ballast to eliminate vibration noise, and to provide adequate heat transfer. Mounting shall incorporate bolts and nuts or similar means to permit easy replacement of ballast. Install per manufacturer instructions.
- D. Clean fixtures before replacing existing lamps.
- E. All existing 4x4', T-12 fixtures shall be retrofitted into 2x4, use two high lumen lamps
- F. Replace with like in kind (as approved by CO) at contractor's expense all damaged covers, grids, or other lighting equipment and controls

3.03 FIXTURE INSTALLATION

- A. Replace existing 2x8' fixtures in building #2308 with new 2x4' fixtures. Use high lumen lamps
- B. Replace existing exterior porch light fixture at building #1006 with new CFL light fixture. Existing fixture is to remain property of the Government. Return to CO.
- C. Set fixtures level, plumb, and square with ceilings and walls, and per manufacturer instructions.
- D. Install new lamps in each fixture.
- E. Replace with like in kind (as approved by CO) at contractor's expense all damaged covers, grids, or other lighting equipment and controls.

3.04 OCCUPANCY SENSOR INSTALLATION

- A. Install new fixture mount occupancy sensor on existing stairwell fixture in building #2014
- B. Mount as per manufacturer's instructions and industry standards. Modify existing fixture as needed to allow for wiring.
- C. Replace with like in kind (as approved by CO) at contractor's expense all damaged covers, grids, or other lighting equipment and controls.

3.05 CONTROL REPAIR

- A. Repair existing controls in building #2503. One control operates both exterior and interior light fixture.
- B. Repair controls per guidelines in: NEC, Oregon Electrical Specialty Code, and industry standards.

USDA FOREST SERVICE

PROJECT SPECIFICATIONS

3.06 TESTING

- A. Prior to final inspection, test lighting fixtures, sensor and ballast for a minimum of 8 hours. Check fluorescent fixtures for defective lamps and ballast, and uniform light output from fixtures. Ballast noticeably noisier than others of same type shall be deemed defective and be replaced.
- B. At Contractors expense, repair or replace any fixture found defective during test or final inspection.

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Ballast Retrofit
 - 1. Actual quantities, measurement will be made per fixture retrofitted; including ballast, new lamps and lamp recycling.
- B. Fixture Replacement: 2x8' fluorescent light and exterior light
 - 1. Actual quantities, measurement will be made per fixture installed.
- C. Sensor installation
 - 1. Actual quantities, measurement will be made per sensor installed.
- D. Repair light controls
 - 1. Lump sum quantities, no measurement will be made

4.02 BASIS OF PAYMENT

- A. Payment will be made under the following items:

<u>PAY ITEM</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>
16511-1	Retrofit existing T-12 2x4' light fixtures	EA
16511-2	Retrofit existing T-12 4x4' light fixtures	EA
16511-3	Replace existing 2x8' fixtures	EA
16511-4	Replace exterior light fixture	EA
16511-5	Install occupancy sensor	EA
16511-6	Repair light controls	LS

END OF SECTION

USDA FOREST SERVICE

PROJECT SPECIFICATIONS

SECTION 22140

WATER HEATERS

PART 1 - GENERAL

1.01 SUMMARY

- A. This section describes the installation of a complete water heater system ready for operation including the water heater, and all necessary accessories, piping, connections and equipment.

1.02 QUALITY ASSURANCE

- A. Electrical work shall be done by a licensed electrician; licensed in the state of Oregon.
- B. Electrical components, devices and accessories tested, listed, and labeled by Underwriters' Laboratories (UL) and which comply with National Electrical Manufacturers Association (NEMA) standards.
- C. Fabricate and label equipment components that will be in contact with potable water to comply with NSF 61.

1.03 SUBMITTALS

- A. Submit product data: manufacturers cut sheets including image, data on features, accessories, and finishes. Submittals for request to install equal product shall demonstrate that salient qualities are equivalent to specified product, including Energy Star® qualifications and Energy Guide cost savings.
- B. Operation and maintenance data.
- C. Manufacturer and installation warranty data

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver water heaters in factory wrapping.
- B. Handle water heaters carefully to avoid damage to material component, enclosure and finish.
- C. Store in a clean, dry space and protect from weather. Consult with CO for possible storage areas.

PART 2 - PRODUCTS

2.01 ELECTRIC POINT OF USE WATER HEATER

- A. Buildings #2201 and #2014
 - 1. 6 gallon electric point of use water heater
 - a. General Electric model# GE06P06SAG or approved equal.
- B. Buildings #2010 and #2003
 - 1. 10 gallon electric point of use water heater
 - a. General Electric model#GE10P06SAG or approved equal.

USDA FOREST SERVICE

PROJECT SPECIFICATIONS

2.02 HYBRID ELECTRIC WATER HEATER

- A. Building #1006
 - 1. 50 gallon hybrid electric water heater
 - a. General electric model# GEH50DEEDSC, Energy Star ® qualified, 65 gallons first hour rating, less than 2,000 kWh or less annual energy use or approved equal.
- B. Building #1005, #1007, #1008 (OPTION ITEMS)
 - 1. 50 gallon hybrid electric water heater
 - a. General electric model# GEH50DEEDSC, Energy Star ® qualified, 65 gallons first hour rating, less than 2,000 kWh or less annual energy use or approved equal.

PART 3 – EXECUTION

3.01 INSPECTION

- A. Contractor shall examine the conditions under which the water heaters are to be installed and notify CO in writing of conditions detrimental to proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected.

3.02 INSTALLATION

- A. Install and connect in accordance with manufacturer's written instructions. Provide all necessary electrical, plumbing, mounting equipment, etc. as required for complete installation.
- B. Water heaters shall be installed level and plumb and securely anchored.
- C. Extend full size relief discharge piping from water heater relief valve to the nearest floor drain or other approved point of safe discharge.
- D. Shutoff valves shall be installed on the domestic water supply piping to the water heater and on the domestic hot water outlet piping.
- E. All manufacturer's required clearances shall be maintained.

3.03 LEAKAGE TEST

- A. Test water heater for leakage. All water heaters found to leak water shall be replaced with a new unit at no cost to Government.

3.04 START-UP

- A. Water heater settings shall be set to manufacturers recommendations.
- B. Water heater checkout, startup and adjustments shall be performed by contractor.

PART 4 – MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Water heater installation
 - 1. Actual Quantities, measurement will be made per water heater unit installed. All piping, valves, and connections are considered incidental to this pay item.

USDA FOREST SERVICE

PROJECT SPECIFICATIONS

4.02 BASIS OF PAYMENT

A. Payment will be made under the following items:

<u>PAY ITEM</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>
22140-1	Replace existing 6 gallon water heaters	EA
22140-2	Replace existing 10 gallon water heaters	EA
22140-3	Replace exiting 50 gallon water heaters	EA
Option Items:		
22140-4	Replace existing 50 gallon water heater Bld.#1005	EA
22140-5	Replace existing 50 gallon water heater Bld.#1007	EA
22140-6	Replace existing 50 gallon water heater Bld.#1008	EA

END OF SECTION

General Decision Number: OR140035 02/07/2014 OR35

02/07/2014 OR35

Superseded General Decision Number: OR20130035

State: Oregon

Construction Type: Building

County: Curry County in Oregon.

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

Modification Number	Publication Date
0	01/03/2014
1	01/17/2014
2	02/07/2014

BROR0001-018 06/01/2013

	Rates	Fringes
BRICKLAYER.....	\$ 32.75	16.15
TILE FINISHER.....	\$ 21.82	11.02
TILE SETTER.....	\$ 29.19	14.64

CARP0001-031 06/01/2012

	Rates	Fringes
Carpenters:		
Including Cabinet installation and form work..	\$ 32.61	14.44
MILLWRIGHT.....	\$ 33.11	14.44

CARP9001-004 06/01/2012

	Rates	Fringes
Acoustical Ceiling Installer & Drywall Hanger.....	\$ 32.90	14.44

* ELEC0932-012 01/01/2014

	Rates	Fringes
ELECTRICIAN.....	\$ 34.00	14.77

ELEC0932-013 01/01/2013

	Rates	Fringes
ELECTRICIAN (Electrical installer alarms, low voltage wiring for alarms, low voltage wiring and telephone installation.).....	\$ 25.30	12.61
ENGI0701-025 01/01/2014		

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 38.25	13.70
GROUP 1A.....	\$ 40.16	13.70
GROUP 1B.....	\$ 42.08	13.70
GROUP 2.....	\$ 36.56	13.70
GROUP 3.....	\$ 35.54	13.70
GROUP 4.....	\$ 34.56	13.70
GROUP 5.....	\$ 33.43	13.70
GROUP 6.....	\$ 30.34	13.70

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: CRANE: Helicopter Operator, when used in erecting work; Whirley Operator, 90 ton and over; LATTICE BOOM CRANE: Operator 200 tons through 299 tons, and/or over 200 feet boom; HYDRAULIC CRANE: Hydraulic Crane Operator 90 tons through 199 tons with luffing or tower attachments

GROUP 1A: HYDRAULIC CRANE: Hydraulic Operator, 200 tons and over (with luffing or tower attachment); LATTICE BOOM CRANE: Operator, 200 tons through 299 tons, with over 200 feet boom;

GROUP 1B: LATTICE BOOM CRANE: Operator, 300 tons through 399 tons with over 200 feet boom; Operator 400 tons and over

GROUP 2: CRANE: Cableway Operator, 25 tons and over; HYDRAULIC CRANE: Hydraulic crane operator 90 tons through 199 tons (without luffing or tower attachment); TOWER/WHIRLEY OPERATOR: Tower Crane Operator; Whirley Operator, under 90 tons; LATTICE BOOM CRANE: 90 through 199 tons and/or 150 to 200 feet boom; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (with luffing or tower attachment); BLADE: Auto Grader; Blade Operator-Robotic; Bulldozer: Over 120,000 lbs and above; Bulldozer: D-10, D-11 and similar type; Loader: 120,000 lbs and above

GROUP 3: HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (without luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom Crane-50 through 89 tons (and less than 150 feet boom); Bulldozer: over 70,000 lbs up to and including 120,000; Loader: 60,000 lbs and less

than 120,000 lbs

GROUP 4: CRANE: Hydraulic Crane Operator, under 50 tons;
LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane Operator,
under 50 tons; TRACKHOE--ROBOTIC: up to and including
20,000 lbs. with any or all attachments; BLADE: Blade
operator; Tractor operator with boom attachment; DRILLING:
Churm Drill and Earth Boring Machine Operator; Directional
Drill Operator over 20,000 lbs pullback; CRANE: Chicago
boom and similar types; Boom type lifting device, 5 ton
capacity or less; Asphalt Paver; Mechanic; Bulldozer: over
20,000 lbs and more than 100 horse and up to 70,000 lbs;
Loader: 25,000 lbs and less than 60,000 lbs

GROUP 5: TRACKHOE-HYDRAULIC: up to and including 20,000 lbs.;
DRILLING: Churm Drill and Earth Boring Machine Operator;
Directional Drill Operator less than 20,000 lbs pullback;
Concrete Pumper; Concrete Paver; forklift over 5 ton;
Bulldozer: 20,000 lbs or less, or 100 horse or less;
Loader: rubber tired type, less than 25,000 lbs

GROUP 6: LOADERS: (less than 1 cu yd.); Oiler; Crane oiler;
forklift; Broom

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH;
CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA;
CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS
INDICATED:

All jobs or projects located in Multnomah, Clackamas and
Marion Counties, West of the western boundary of Mt. Hood
National Forest and West of Mile Post 30 on Interstate 84
and West of Mile Post 30 on State Highway 26 and West of
Mile Post 30 on Highway 22 and all jobs or projects located
in Yamhill County, Washington County and Columbia County
and all jobs or projects located in Clark & Cowlitz County,
Washington except that portion of Cowlitz County in the Mt.
St. Helens "Blast Zone" shall receive Zone I pay for all
classifications.

All jobs or projects located in the area outside the
identified boundary above, but less than 50 miles from the
Portland City Hall shall receive Zone II pay for all
classifications.

All jobs or projects located more than 50 miles from the
Portland City Hall, but outside the identified border
above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE;
GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

 IRON0029-013 07/01/2013

	Rates	Fringes
IRONWORKER (Reinforcing and Structural).....	\$ 34.12	21.35

 LABO0001-030 09/01/2013

	Rates	Fringes
Laborers: (Mason Tender-Cement/Concrete).....	\$ 27.63	12.85

 LABO0001-031 06/01/2013

	Rates	Fringes
Laborers: (Mason Tender-Brick)....	\$ 27.63	12.85

 LABO0003-015 06/01/2013

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 26.09	12.85
GROUP 2.....	\$ 27.09	12.85
GROUP 3.....	\$ 22.57	12.85

LABORER CLASSIFICATIONS

- GROUP 1: Form-Stripping; Demolition; General Laborer
- GROUP 2: Grade Checker, Pipelayer
- GROUP 3: Flagger

 PAIN0055-024 08/13/2012

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 32.22	12.40
<hr/>		
PAIN0055-027 07/01/2013		
	Rates	Fringes
Painters: Brush, Roller and Spray.....	\$ 20.01	8.83
<hr/>		
PAIN0740-002 01/01/2013		
	Rates	Fringes
GLAZIER.....	\$ 35.80	13.89
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PLAS0082-003 06/01/2011		
	Rates	Fringes
PLASTERER.....	\$ 25.08	11.32
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PLAS0555-006 06/01/2012		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 29.98	17.76
<hr/>		
PLUM0290-012 04/01/2012		
	Rates	Fringes
PIPEFITTER.....	\$ 38.20	21.36
<hr/>		
SUOR2009-033 11/09/2009		
	Rates	Fringes
ABATEMENT WORKER: ASBESTOS (Removal from Ceilings, Floors, and Walls).....	\$ 18.57	0.00
ELECTRICAL INSTALLER (Electrical Door/Eyes/Pressure Strips).....	\$ 14.00	0.00
OPERATOR: Backhoe.....	\$ 21.68	7.67
OPERATOR: Excavator.....	\$ 21.68	5.46
OPERATOR: Roller.....	\$ 17.14	0.00
OPERATOR: Screed.....	\$ 16.00	0.00

PLUMBER.....	\$ 27.32	9.86
SHEET METAL WORKER (Metal Roofs Installation).....	\$ 23.65	6.33
SHEET METAL WORKER, Excludes Metal Roof Installation.....	\$ 29.23	4.16
TRUCK DRIVER: Dump Truck.....	\$ 16.00	0.00

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (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 union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually

each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

=====
END OF GENERAL DECISION

END OF GENERAL DECISION

PART IV--REPRESENTATIONS AND INSTRUCTIONS

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

**K-1 AGAR 452.219-70 SIZE STANDARD AND NAICS CODE INFORMATION
(JANUARY 2005)**

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

Contract line item(s):	<u>All</u>
--NAICS Code	<u>238990</u>
--Size Standard	<u>\$14.0 million</u>

K-2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS

As prescribed in [4.1202](#), insert the following provision:

ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238990.

(2) The small business size standard is 14.0 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:

(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
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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)

K-3 AGAR 452-209-70 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION (DEVIATION 2012-01) (FEB 2012) (ALTERNATE 1)

(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.

K-4 Government Employees, Former USDA Employees, and USDA Retirees

The offeror represents and certifies that --

- A. It [] is, [] is not a current Federal Government employee.
- B. It [] is, [] is not a former USDA employee.
- C. It [] is, [] is not a retired USDA employee. If retired, give date of retirement: _____.
- D. It [] is, [] is not related by blood or marriage to a current Forest Service employee on the Rogue River-Siskiyou National Forest. If so, list employee's name and location: _____.
- E. It [] is, [] is not substantially owned or controlled by a former USDA employee or retiree.

SECTION L--INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L-1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

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

AGRICULTURE ACQUISITION REGULATIONS (48 CFR CHAPTER 4) CLAUSES

452.204-70 Inquiries (FEB 1988)

L-2 FAR 52.215-5 FACSIMILE PROPOSALS (OCT 1997)

(a) *Definition.* "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: **541-618-2148**

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal.

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timelines, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

L-3 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

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

L-4 FAR 52.222-5 DAVIS-BACON ACT—SECONDARY SITE OF THE WORK (JUL 2005)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

L-5 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: 2.4%

Goals for female participation for each trade: 6.9%

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

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

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Josephine County, Oregon.

**L-6 FAR 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--
CONSTRUCTION MATERIALS (FEB 2009)**

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

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

(c) *Evaluation of offers.*

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

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

(d) *Alternate offers.*

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

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

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

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

(ii) May be accepted if revised during negotiations.

L-7 – FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer; Rogue River-Siskiyou National Forest; 3040 Biddle Road; Medford OR 97504.
- (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)

SECTION M--EVALUATION FACTORS FOR AWARD

M-1 AWARD DETERMINATION

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

M-2 Evaluation of Quotes – Best Value to the Government

The Government will issue an order as a result of this Request for Quotations to the responsible quoter whose quote represents the best value to the government, price and other factors considered. For this solicitation, other factors include:

- 1) Technical Capability viewed as a measure of offeror's relevant experience/qualifications and past performance on similar projects.**
- 2) Price. For this Request for Quotations, price is approximately equal to Technical Capability (experience/qualifications and past performance combined).**

The Past and Current Contract Information Form below shall be completed by each offeror. The information from this form will be used to evaluate recent experience performing similar contract work. It will also provide contact information for previous projects that will be utilized in evaluating each offeror's past performance.

The Government may reject any or all quotes, issue orders to more than one quoter or to other than the lowest quote, and waive minor informalities or irregularities in quotes received. The Government intends to evaluate quotes and award a contract without discussions with offerors. Therefore, the offerors original submissions should contain the offerors best terms from a cost or price and technical standpoint.

Quotations submitted are considered to be confidential. The name of the Contractor and the amount of the contract will be disclosed only after an order has been issued.

M-3 Evaluation Criteria

1. CONTRACTOR’S PAST PERFORMANCE HISTORY

Provide a listing of your projects for the past **three-year period**, which most closely relate to this type of work. Include the dates of performance, the company name, the name of contact person, and their **telephone number**.

If you have failed to complete any project in the last three-year period, provide any information regarding the cause or remedy of that particular situation.

A. EXPERIENCE / QUALIFICATIONS: (List experience and qualifications pertinent to this solicitation or **similar type of work**). Provide a brief description of the work performance.

- 1. _____

- 2. _____

- 3. _____

- 4. _____

- 5. _____

B. PAST PERFORMANCE: (List names of Contracting Officer/Technical Representatives & phone numbers. State if experience is Federal, State or private).

NAME	FEDERAL/STATE/ PRIVATE	PHONE NUMBER
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____