

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 31		
1. REQUEST NO. AG-05K3-S-14-0036		2. DATE ISSUED 07/21/2014		3. REQUISITION/PURCHASE REQUEST NO. 695125		4. CERT. FOR NAT.DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING
5a. ISSUED BY R6, Contracting North Gifford Pinchot National Forest 10600 NE 51st Circle Vancouver, WA 98682						6. DELIVER BY (Date)		
5b. FOR INFORMATION CALL (NO COLLECT CALLS)						7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)		
NAME			TELEPHONE NUMBER			9. DESTINATION		
			AREA CODE			a. NAME OF CONSIGNEE		
			NUMBER					
Lisa Peterson, Administrative Robert Avila			360 891-5079 360 891-5217					
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 July 30, 2014, 2:30 p.m.			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)
	Wenatchee Skylight Replacement and Upgrade for Wenatchee Forestry Sciences Lab				See next page.			
	Offerors may be submitted via FAX to 360-891-5081 or emailed to Lnpeterson@fs.fed.us							
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 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			
c. COUNTY					a. NAME (Type or print)			b. TELEPHONE
								AREA CODE
d. CITY			e. STATE	f. ZIP CODE	c. TITLE (Type or Print)			NUMBER

PART I—THE SCHEDULE

SECTION B--SUPPLIES OR SERVICES AND PRICES/COSTS

**Wenatchee Skylight Replacement and Upgrade
Wenatchee Forestry Sciences Lab
Douglas County**

B.1 SCHEDULE OF ITEMS:

ITEM NO.	DESCRIPTION	UNIT OF ISSUE	EST. QTY.	UNIT PRICE	TOTAL AMOUNT
08620	Option 1: Manual operable Skylight with 200 pound dead load rated, white maintenance free frame. With Handle for operation. 04 Tempered LoE ³ pane over a laminated heat strengthened interior pane with a (0.030") vinyl interlayer.	LS	5	\$ _____	\$ _____
08620 a	Optional 2: Manual operable Skylight with 200 pound dead load rated, white maintenance free frame with handle for operation. 06 – Tempered LoE ³ pane over laminated heat strengthened interior pane with a (0.090") vinyl interlayer 1 skylight	LS	5	\$ _____	\$ _____
08620 b	Optional 3: Electric/remote operable Skylight with 200 pound dead load rated, white maintenance free frame. 04 Tempered LoE ³ pane over a laminated heat strengthened interior pane with a (0.030") vinyl interlayer.	LS	5	\$ _____	\$ _____

Note: Only one of the above options will be awarded based on funds available at the time of award.

SECTION C--DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C-1 DESCRIPTION OF WORK

A firm-fixed price contract is contemplated requiring submission of both past performance, technical experience and price quote. Award will be made to the offeror whose quote offers the best value to the Government.

This contract is to remove and install five new sky lights: Work includes removing and disposing of existing fixed skylights which includes protecting the existing membrane covered roof from any damage. Contractor shall also install five (5) manually operated or motorized venting skylights according to the schedule of items and the option selected for award.

The building/facility will be occupied during the remodel. Therefore it is imperative the Contractor take all steps necessary to minimize occupant disruption to a negligible level. The estimated start work date is early to mid-August. It is anticipated that 60 calendar days will be allowed for contract completion after the Notice to Proceed is issued.

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

The Contractor is responsible for visiting the job site, measuring building to verify the size and type of material required, and determining all materials and quantities needed prior to submitting a quote.

C-2 PROJECT LOCATION

The project is located at:

Wenatchee Forestry Sciences Laboratory
1133 North Western Avenue
Wenatchee, WA. 98801

C-3 PRICE RANGE

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

C-4 APPLICABLE SPECIFICATIONS (CSI PROJECTS)

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.

Further clarification:

- a. The Existing skylights are curb mounted on a flat membrane covered roof. Each skylight riser is constructed primarily of 2”X10 “wooden structural members, and is sheathed with membrane roofing that needs to be protected to remain covered under roofing warrantee.
- b. Replace existing skylights with fresh air skylight 200 pound dead load rated white maintenance free frame. With Handle for operation. 04 Tempered LoE³ pane over a laminated heat strengthened interior pane with a (0.030”) vinyl interlayer per the manufactures instructions for a curb mount application.
- c. The skylight must meet or exceed OSHA regulations for dead load rated fall through protection. Provide specification sheets for the new skylights for approval before purchasing them.
- d. Provide one Crank handles 8’ – 10’ long for each mechanical operated sky light.
- e. Each skylight shall operate independent of each other.
- f. Energy performance shall meet or exceed: 0.52 U value and solar heat gain of 0.24.

C-5 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.

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

52.246-1 Contractor Inspection Requirements (APR 1984)

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

52.242-14 Suspension of Work (APR 1984)

F-2 FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 5 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 60 days. The time stated for completion shall include final cleanup of the premises.

SECTION G--CONTRACT ADMINISTRATION DATA

G.1 DESIGNATION OF CONTRACTING OFFICER'S 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 within 5 days after the date of contract award. The conference will be held at an agreed upon location.

SECTION H--SPECIAL CONTRACT REQUIREMENTS

H-1 AVAILABILITY AND USE OF UTILITY SERVICES

The Government shall make all reasonable required amounts of utilities available to the Contractor in accordance with clause 52.236.14 (Section I, page 13). The following utilities, rates, and restrictions are applicable:

<u>Utilities Available</u>	<u>Rate to be Charged</u>	<u>Restrictions on Use</u>
Water	None	For Construction
Electricity	None	For Construction

H.2 PRODUCT SUBSTITUTION

Any modification of items, designs, materials, products or equipment, made necessary because of a substitution, will 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.

H.3 PROSECUTION OF WORK

(a) Construction activity shall be limited to the hours between 7:30 a.m. and 4:30 p.m., Monday through Friday, unless other hours are approved in writing by the Engineer. The Contractor shall conduct activities so that interference with the public shall be kept at a minimum. The project site shall be open to public access and free of hazards on weekends. Any activities requiring closure to the public shall be scheduled with the COR at least 7 days in advance.

(b) The Contractor shall use measures and precautions necessary to warn and protect the public and Government personnel during work at the project site. Such actions include, but are not limited to, furnishing and maintaining barricades and signs around the work site and roping off the area.

H.4 FINAL CLEANUP

Contractor shall remove and dispose all of its own trash and refuse from the contract area. Material to be removed includes, but is not limited to refuse such as tin cans, aluminum foil, glass, paper, garbage, etc. This Cleanup is a subsidiary item for which no special payment will be made. All debris shall be disposed off National Forest Land and in accordance with State and Local disposal requirements.

H.5 PROTECTION OF IMPROVEMENTS NOT OWNED BY FOREST SERVICE

Forest Service will notify all utility companies, or other parties affected, and make arrangements for all necessary adjustments of the public utility fixtures, pipeline, and other appurtenances affected by the construction.

When Contractor's operations are adjacent to properties of railway, telegraph, telephone, power companies or other property, work shall not begin until all necessary arrangements to prevent damage have been made by Contractor.

Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and/or rearrangement operations in order that these operations may progress in a reasonable manner; utility duplication or rearrangement work may be reduced to a minimum; and services shall not be unnecessarily interrupted.

In the event of interruption to utility services because of accidental breakage or as a result of lines being exposed or unsupported, Contractor shall promptly notify the proper authority and shall cooperate with that authority in the restoration of service. If utility services are interrupted, cooperation shall be required until the service is restored.

When materials are to be hauled across the tracks of any railway, Forest Service will make arrangements with the railroad for the use of any existing crossing or for any new crossings required. Arrangements for use of alternate crossings shall be made by Contractor. All construction work to be performed by Contractor on the railroad right-of-way shall not damage railroad company's property.

H.6 POTENTIAL SAFETY HAZARDS

(a) 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. This list shall not be deemed to be all-inclusive. The Contractor shall bear the sole responsibility for taking all appropriate actions necessary to prevent accidents and injuries to individuals at the worksite.

(b) The following checked activities have been identified by the Government as potential safety hazards.

- Confined space entry.
- Temporary excavation/deep trenching/slope stability.
- Tree falling.
- Fall hazard from work heights exceeding six feet.
- Blasting.
- Traffic control on high-volume and/or high-speed and/or limited visibility roads.
- Heavy equipment operation.
- Tree climbing and/or tower climbing.
- Fire hazards.

- Hazardous materials handling.
- Electrical hazard.
- Hydraulic and/or pneumatic and/or other high pressure hazards.
- Mechanical hazards such as pulleys, springs, etc.
- Other _____

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

52.204-13	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 AUG 2013) <i>(Applicable if contract exceeds \$30,000)</i>
52.211-18	Variation in Estimated Quantity (APR 1984)
52.219-6	Notice of Total Small Business Set-Aside (NOV 2011)
52.222-3	Convict Labor (JUN 2003)
52.222-6	Construction Wage Rate Requirements (MAY 2014)
52.222-7	Withholding of Funds (MAY 2014)
52.222-8	Payrolls and Basic Records (MAY 2014)
52.222-9	Apprentices and Trainees (JUL 2005)
52.222-10	Compliance with Copeland Act Requirements (FEB 1988)
52.222-11	Subcontracts (Labor Standards) (MAY 2014)
52.222-12	Contract Termination - Debarment (MAY 2014)
52.222-13	Compliance with Construction Wage Requirements and Related Regulations (MAY 2014)
52.222-14	Disputes Concerning Labor Standards (FEB 1988)
52.222-15	Certification of Eligibility (MAY 2014)
52.222-21	Prohibition of Segregated Facilities (FEB 1999) <i>(Applicable if contract exceeds \$10,000)</i>
52.222-26	Equal Opportunity (MAR 2007)
52.222-27	Affirmative Action Compliance Requirements for Construction (FEB 1999)
52.222-36	Affirmative Action for Workers with Disabilities (OCT 2010) <i>(Applicable if contract exceeds \$15,000)</i>
52.222-50	Combating Trafficking in Persons (FEB 2009)
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEPT 2013)
52.223-3	Hazardous Material Identification and Material Safety Data (JAN 1997)
52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2011)
52.223-6	Drug-Free Workplace (MAY 2001) <i>(Applicable if contract is awarded to an individual)</i>

- 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)
- 52.224-2 Privacy Act (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 (MAY 2014)
- 52.232-23 Assignment of Claims (MAY 2014)
- 52.232-27 Prompt Payment for Construction Contracts (MAY 2014)
- 52.232-33 Payment by Electronic Funds Transfer – System for Award Management (JUL 2013)
- 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)
- 52.233-1 Disputes (JMAY 2014)
- 52.233-3 Protest After Award (AUG 1996)
- 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- 52.236-3 Site Investigation and Conditions Affecting the Work (APR 1984)
- 52.236-5 Material and Workmanship (APR 1984)
- 52.236-7 Permits and Responsibilities (NOV 1991)
- 52.236-10 Operations and Storage Areas (APR 1984)
- 52.236-11 Use and Possession Prior to Completion (APR 1984)
- 52.236-12 Cleaning Up (APR 1984)
- 52.236-13 Accident Prevention (NOV 1991)
Alternate I (NOV 1991)
- 52.236-14 Availability and Use of Utility Services (APR 1984)
- 52.236-26 Preconstruction Conference (FEB 1995)
- 52.243-5 Changes and Changed Conditions (APR 1984)
- 52.244-6 Subcontracts for Commercial Items (MAY 2014)
- 52.246-21 Warranty of Construction (MAR 1994)
Alternate I (APR 1984)
- 52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form) (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)
- 452.236-74 Control of Erosion, Sedimentation and Pollution (NOV 1996)
- 452.236-76 Samples and Certificates (FEB 1988)
- 452.236-77 Emergency Response (NOV 1996)

I.2 FAR 52.215-8 ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997)

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

- (a) The Schedule (excluding the specifications)
- (b) Representations and other instructions
- (c) Contract clauses
- (d) Other Documents, exhibits, and attachments
- (e) The Specifications

I.3 AR 52.225-9 BUY AMERICAN -CONSTRUCTION MATERIALS (MAY 2014)

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

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

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

(i) A commercial item (as defined in paragraph (1) of the definition at FAR [2.101](#));

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

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

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

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

“Cost of components” means—

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

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

“Domestic construction material” means—

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

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

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

(ii) The construction material is a COTS item.

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

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

(b) Domestic preference.

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

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: None.

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

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

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

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

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

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

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

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

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

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

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

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

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

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

[Include other applicable supporting information.]

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

I-4 AGAR 452.209-71 ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS (FEB 2012) (ALTERNATE 1) (FEB 2012)

(a) This award is subject to the provisions contained in sections 433 and 434 of the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, as amended and/or subsequently enacted 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.

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

SECTION J--LIST OF ATTACHMENTS

Title	Pages
1. Specifications	16
2. DOL Wage Decision No. WA140034, through Mod. 5, dated 07/04/14	11
3. Past and Current Contract Information	1

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 (SEP 2001)

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

Contract line item(s):	<u> All </u>
--NAICS Code	<u> 238160 </u>
--Size Standard	<u> \$15.0 </u>

K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238160.

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

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

(b)(1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

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

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

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

- (A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.
- (iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.
- (xii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[*Contracting Officer check as appropriate.*]

__ (i) [52.219-22](#), Small Disadvantaged Business Status.

__ (A) Basic.

__ (B) Alternate I.

__ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

__ (iii) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

__ (iv) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

__ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

__ (vi) [52.227-6](#), Royalty Information.

__ (A) Basic.

__ (B) Alternate I.

__ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

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

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

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

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) (FEB 2012)

(a.) Awards made under this solicitation are subject to the provisions contained in sections 433 and 434 in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, as amended and/or subsequently enacted, 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 FAR 52.223-1 BIOBASED PRODUCT CERTIFICATION (MAY 2012)

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part3201, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

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.1 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> .

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: **360-891-5081**

(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 52.211-3 AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS FPMR PART 101-29 (JUN 1988)

(a) The specifications in this solicitation may be obtained from:

<u>Specification</u>	<u>Address</u>
ASTM Standards	American Society for Testing and Materials 100 Barr Harbor Drive West Conshohocken, PA 19428 (610) 832-9585 http://www.astm.org/
AASHTO Standards	American Association of State Highway and Transportation Officials 444 North Capitol Street, NW Suite 249 Washington, D.C. 20001 http://www.transportation.org/

The request should identify the solicitation number and the specification requested by date, title, and number, as cited in the solicitation.

L-4 FAR 52.222-5 CONSTRUCTION WAGE REQUIREMENTS - SECONDARY SITE OF THE WORK (MAY 2014)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at [52.222-6](#), Construction Wage Rate Requirements, of this solicitation.

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

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

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

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: 7.2

Goals for female participation for each trade: 6.9

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

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

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

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

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

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

L.6 FAR 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT-- CONSTRUCTION MATERIALS (MAY 2014)

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

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

(c) Evaluation of offers.

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

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

(d) Alternate offers.

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

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

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR [52.225-9](#) does not apply, the Government will evaluate only

those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

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 FACTORS

The following factors shall be used to evaluate offers:

- a) Technical Capability (Viewed as a measure of contractor's relevant experience and past performance)
- b) Price

Technical Capability is comprised of an offerors past performance and experience. The Past and Current Contract Information Form in the List of Attachments shall be completed by each offeror. The information from this form will be used to evaluate recent experience performing contract work. It will also provide contact information for previous projects that will be utilized in evaluating each offerors past performance.

Past performance is a measure of the degree to which an offeror, as an organization, has: (1) satisfied its customers, and (2) Met required delivery date(s). The Government will inquire about the following elements, which are all of equal importance in relation to each other, (1) quality of the offeror's work; (2) customer satisfaction; (3) timeliness of the Firm during performance and the final completion of the project; and (4) overall business relations.

Technical and past performance, when combined, are of primary, but not exclusive or limiting importance. Pricing is an important but secondary factor.

TABLE OF CONTENTS

SECTION 00 00 50 - PROJECT DESCRIPTION

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SECTION 08 62 00 – MANUAL OR ELECTRIC CURB MOUNTED VENTING UNIT SKYLIGHT

SECTION 00 00 50
PROJECT DESCRIPTION

PART 1 - GENERAL

1.1 The project consists of removing existing skylights from existing curb mounts. Providing and installing new unit skylights on to exiting curb mounts.

1.2 MEASUREMENT AND PAYMENT

Measurement shall be the JOB completed and ready for use. The quantity measured shall be paid for at the contract Lump Sum price as shown on the Schedule of Items.

1.3 RELATED WORK

The work shall be in accordance with the following subsidiary specifications. The subsidiary specifications are referred to in the text by the Section designation only.

PART 2 - PRODUCTS - Not Applicable

PART 3 - EXECUTION

3.1 UTILITIES

Utilities, (electricity and water) will be available for contractor's use.

3.2 BUILDING ENVIRONMENT

Contractor shall maintain a clean, dust free office environment throughout the progress of work. Temporary interruption of will be allowed, but only with full coordination with the Contracting Officer or Authorized Representatives in advance, and service shall not be interrupted for longer than 30 minutes at one time. Any greater interruption in operable will require supplemental services and must be approved in advance by the Contracting Officer or Authorized Representative.

WORK NOT INCLUDED - N/A.

3.3 ALL OTHER PRODUCTS AND EXECUTION

Work shall be in accordance with the drawings and the project specifications.

END OF SECTION

SECTION 00 01 00
MEASUREMENT AND PAYMENT

PART I - GENERAL

1.01 MEASUREMENT AND PAYMENT

- A. Measurement and payment for contract work will be made only for and under those pay items included in the SCHEDULE OF ITEMS. All other work and materials will be considered as included in the payment for items shown.
- B. When more than one class, size, or thickness is specified in the SCHEDULE OF ITEMS for any pay item, suffixes will be added to the item number to differentiate between items to be bid.

1.02 DETERMINATION OF QUANTITIES

- A. The following methods of measurement are used to determine contract quantities for payment.
 - 1. For individual construction items, longitudinal and lateral measurements for area computations will be made horizontally or corrected to horizontal measurement unless otherwise specified. Measurements for seeding, mulching, geotextiles, netting, erosion control blankets, and sodding will be along slope lines.
 - 2. Structures will be measured according to neat lines SHOWN ON THE DRAWINGS or as altered by the Engineer in writing to fit field conditions.
 - 3. For items that are measured by the linear foot, measurements will be made parallel to the base or foundation upon which the structures are placed
 - 4. For standard manufactured items, such as fence, wire, plates, rolled shapes, pipe conduits, etc., identified by gauge, weight, section dimensions, etc., such identification shall be considered the nominal weights or dimensions. Unless controlled by tolerances in cited specifications, manufacturer's tolerances will be accepted.

1.03 UNITS OF MEASUREMENT

- A. Payment will be by units defined and determined according to U.S. Standard measure as follows:
 - 1. Acre – Make longitudinal and transverse measurements for area computations horizontally.
 - 2. Cubic Yard - A measurement computed by one of the following methods:
 - a. Material in the Delivery Vehicle - The measurement computed using measurements of material in the hauling vehicles at the point of delivery. Vehicles shall be loaded to at least their water level capacity. Leveling of the loads may be required when vehicles arrive at the delivery point.
 - 3. Cubic Yard Mile - A combination of linear and volumetric measurement meaning the movement of a cubic yard of material 1 mile.
 - 4. Each - One complete unit, which may consist of one or more parts.
 - 5. Gallon – The quantity may be measured by any of the following methods:
 - a. Measured volume container.
 - b. Metered volume. Use an approved metering system.
 - c. Commercially packaged volumes.
 - 6. Hour – Measurement will be for the actual number of hours ordered and performed by the Contractor.
 - 7. Linear Foot – Measure from end to end, parallel to the base or foundation being measured, or horizontal.

8. Mile – Measure horizontal along the centerline of each roadway, approach road, or ramp.
9. Pound – If sacked or packaged material is furnished, the net weight as packed by the manufacturer may be used.
10. Square Foot - Measure on a plane parallel to the surface being measured or horizontal.
11. Square Yard – Measure on a plane parallel to the surface being measured or horizontal.
12. Ton - Short ton consisting of 2,000 pounds.
13. Ton Mile - A combination of linear and weight measurement meaning the movement of 1 ton of material 1 mile.
14. Lump Sum – One complete unit.

1.04 METHODS OF MEASUREMENT

- A. One of the following methods of measurement for determining final payment is DESIGNATED on the SCHEDULE OF ITEMS for each pay item:
 1. Designed Quantities (DQ) - These quantities denote the final number of units to be paid for under the terms of the contract. They are based upon the original design data available prior to advertising the project. Original design data include the preliminary survey information, design assumptions, calculations, drawings, and the presentation in the contract. Changes in the number of units SHOWN in the SCHEDULE OF ITEMS may be authorized under any of the following conditions:
 - a. As a result of changes in the work authorized by the Contracting Officer.
 - b. As a result of the Contracting Officer determining that errors exist in the original design data used to determine designed quantities, that cause a pay item to change by 15 percent or more.
 - c. As a result of the Contractor submitting to the Contracting Officer a written request showing evidence of errors in the original design data used to determine design quantities that cause a pay item total to change by 15 percent or more. The evidence must be verifiable and consist of calculations, drawings, or other data that show how the designed quantity is believed to be in error.
 2. Staked Quantities (SQ) - These quantities are determined from staked measurements prior to construction.
 3. Actual Quantities (AQ) - These quantities are determined from measurements of completed work.
 4. Vehicle Quantities (VQ) - These quantities are measured or weighed in hauling vehicles.
 5. Lump Sum Quantities (LSQ) - These quantities denote one complete unit of work as required by or described in the contract, including necessary materials, equipment, and labor to complete the job. They will not be measured.

PART II - PRODUCTS (NOT APPLICABLE)

PART III - EXECUTION (NOT APPLICABLE)

END OF SECTION 00 01 00

SECTION 01 40 00
QUALITY REQUIREMENTS

1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specified tests, inspections, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 2. Requirements for Contractor to provide quality-control services required by Contracting Officer (CO), or authorities having jurisdiction are not limited by provisions of this Section.
- C. See Divisions 2 through 16 Sections for specific test and inspection requirements.

1.2 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by CO.
- C. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

1.3 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Reports: Prepare and submit certified written reports that include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.

6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Ambient conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

- C. Permits, Licenses, and Certificates: For CO's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.4 QUALITY ASSURANCE

- A. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- B. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- C. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- D. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.
- E. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed.

1.5 QUALITY CONTROL

- A. Contractor Responsibilities: Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ the same entity engaged by the Government, unless agreed to in writing by CO.

2. Notify testing agencies at least **48** hours in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- B. Special Tests and Inspections: Contractor will engage a testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Contractor.
1. Testing agency will notify CO and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 2. Testing agency will submit a certified written report of each test, inspection, and similar quality-control service to CO with copy to Contractor and to authorities having jurisdiction.
 3. Testing agency will submit a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 4. Testing agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 5. Testing agency will retest and reinspect corrected work.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with CO and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify CO and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 4. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
 5. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field-curing of test samples.
 5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 6. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

2 - PRODUCTS (Not Used)

3 – EXECUTION

1.6 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.
 2. Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01400

SECTION 08 62 00
FOR
MANUAL OR ELECTRIC CURB MOUNT
VENTING UNIT SKYLIGHT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Performance and product component information for Manual curb mount venting skylight or electric curb mount venting skylight.
- B. Unit skylight mounted on site-built curbs.

1.01 REFERENCE STANDARDS

- A. ASTM E 283 – *Standard Test Method for Determining Rate of Air Leakage through Exterior Windows, Curtain Walls, and Doors Under Specific Pressure differences Across the Specimen.*
- B. ASTM E 330 – *Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference.*
- C. ASTM E 331 – *Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference.*
- D. ASTM E 1886 – *Standard Test Method for Performance of Exterior Windows, Curtain Walls, Doors, and Impact Protective Systems Impacted by Missiles(s) and Exposed to Cyclic Pressure Differentials.*
- E. ASTM E 1996 – *Standard Specifications for Performance of Exterior Windows, Curtain Walls, Doors, and Impact Protective Systems Impacted by Windborne Debris in Hurricanes.*
- F. National Fenestration Rating Council, NFRC 100, *Procedure for Determining Fenestration Product U-factors.*
- G. National Fenestration Rating Council, NFRC 200, *Procedure for Determining Fenestration Product Solar Heat Gain Coefficient and Visible Transmittance at Normal Incidence.*
- H. National Fenestration Rating Council, NFRC 300, *Test Method for Determining Solar Optical Properties of Glazing Materials and Systems.*
- I. Occupational Safety & Health Administration, OSHA Standards – 29 CFR 1910.23, *Guarding Floor Openings and Holes.*

- J. Underwriters Laboratories Inc., UL 325, *Standard for Door, Drapery, Gate, Louver and Window Operators and Systems*, Fifth Edition.

1.02 SYSTEM DESCRIPTION

- A. Skylight: Top hung venting curb mount skylight that consists of six integrated components - an interior condensation drainage gasket, an insulating glass unit, an interior acrylonitrile-butadiene-styrene (ABS) white maintenance-free frame and sash, exterior structurally glazed, roll-formed aluminum sash and frame counter flashing with ASA corner keys.
- B. Configuration: Outward opening, continuous top hinged, production-installed electric or manual chain operator, engineered deck seal mounting system with durable foam seal to seal the skylight to the curb. Pre-installed accessory mounting brackets and pre-wired for electric blinds.
- C. Operation: Either an electric chain operator and a remote control manual chain operator with manual control rod.
- a. Electric operator: 2.4 GHz radio frequency remote control and a chain driven operator. Power requirements 40 watts, 60 Hz, and UL listed.
- b. Manual venting skylight is operated by a manual, gear driven operator.
- i. Closed loop and manual control rod. Control rod is available as an accessory.
- ii. Motorized control rod for out of reach applications
- D. Condensation Control: Integral internal condensation collection system and drainage slots.

1.02 PERFORMANCE REQUIREMENTS

- A. The curb mount skylights shall be independently tested in accordance with listed standards for compliance with the unit skylight provisions of the 2003, 2006 and 2009 IBC, and IRC.
- a. AAMA/WDMA/CSA 101/I.S.2/A440-05 (“NAFS – 05”) and or AAMA/WDMA/CSA 101/I.S.2/A440-08 (NAFS -08) performance grades must be greater than or equal to the values listed below.
- i. Downward design pressure = 65psf
- ii. Uplift Design Pressure = 40 psf
- B. Air leakage: Maximum of 1.1 l/s/m² (0.21 CFM/ft²) of total unit area, measured at a differential pressure of 75 Pa (1.57 psf) as measured in accordance with ASTM E 283.

- C. Water infiltration: No water penetration noted as measured in accordance with ASTM E 331 with a test pressure differential of 720 Pa (15 psf).
- D. Thermal Performance: Tested and certified in accordance with NFRC 100 and 200 procedures. $U = 0.54 \text{ Btu/hr} \cdot \text{ft}^2 \cdot \text{F}^\circ$ or less, $\text{SHGC} = 0.24$ or less, and $V_t = 0.54$ or more (clear) or $V_t = 0.40$ or more (white). Meets ENERGY STAR® criteria for all zones.
- E. Skylights with impact glazing: Tested and certified in accordance with ASTM E 1886 and ASTM E 1996, cycle pressure +/-50, Missile level C, Wind Zone 3.
- G. Limit member deflection to flexure limit of glass with full recovery of glazing materials.
- H. System accommodated without damage to components or deterioration of seals, movement between sash and frame and perimeter framing.
- I. Weep drainage system designed to channel water entering joints, condensation occurring in glazing channel, or migrating moisture occurring within system or exterior by means of Santoprene® gasket with integrated condensation gutter.
- J. Skylight with snow load glazing: Tested and certified in accordance with ICC-ES AC17 *Acceptance Criteria for Glass Glazed Skylights and Sloped Glass Glazing*, Uniform load testing according to ASTM E 330, Air Leakage resistance testing according to ASTM E 283.
- K. Skylight with impact glazing: Tested and certified in accordance with ASTM E 1886-02 and ASTM E 1996-02.

1.03 SUBMITTALS

- A. Product Data: Manufacturer's installation details and product data sheets included:
 - a. Preparation details and installation instructions
 - b. Product Data sheets with storage and handling information
- B. Architectural/Cross Sectional Drawings
 - a. Mounting details
 - b. Frame sizes

- c. Flashing details
- C. Shop Drawings
 - a. Indicate material types, gauge, finishes, and installation details.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications:
 - a. Skylight manufacturer shall have a minimum of ten years' experience in design and fabrication of deck mount glass skylights.
 - b. Skylights shall be manufactured to the highest standards of quality and craftsmanship in ISO 9001 and ISO 14001-certified facilities.
 - c. Flashings shall be engineered and manufactured for the roofing material and skylight.
- B. Source Limitations: Obtain unit skylights, flashings, and accessories from single source and from a single manufacturer.
- C. Electrical Components, Devices, and Accessories: Listed and Labeled as defined in NFPA 70, by a qualified testing agency and marked for intended location and application.
- D. Unit Skylight Standard: Comply with AAMA/WDMA 101/I.S.2./NAFS, *North American Fenestration Standard Voluntary Performance specifications for Windows, Skylights and Glass Doors* and all later editions for minimum standards of performance, materials, components, accessories, and fabrication. Comply with more stringent requirements if indicated.
- E. Provide WDMA Hallmark certified unit skylights with an attached label.
- F. Thermal Performance – rated per applicable NFRC procedures.
 - a. Provide NFRC certified unit skylight ratings on an attached label.
 - b. Qualify under Energy Star criteria in all 50 states and attach verifying label.
- G. Provided NFRC certified unit skylights with an attached label. Warranted by the manufacturer for 20 years on the insulated glass unit performance at described in the manufactures published literature, 10 years warranty on all factory components as described in manufactures published literature.

1.05 COORDINATION

- A. Coordinate unit skylight flashing requirements with roofing system.

- B. Coordinate size and locations of site built curbs with actual unit skylight if the slope of the roof is under 14 degrees.

1.06 WARRANTY

- A. Standard manufacturer's warranty
- B. 10-Year "No Leak" installation warranty

1.07 DELIVERY, HANDLING, STORAGE

- A. Deliver products in manufacturer's original containers dry, undamaged, seals and labels intact.
- B. Store and protect products in accordance with manufacturer's recommendations.

1.08 MEASUREMENT AND PAYMENT

- A. Payment will be included at the contract unit price as shown on the Schedule of Items.

PART 2 PRODUCTS

2.01 MANUFACTURER

- A. Acceptable Manufacturers: VELUX America Inc., P.O. Box 5001, Greenwood, SC 29648; Toll Free Tel: 800-888-3589; Fax: 864-943-2631; Web: www.VELUXusa.com
- B. Substitutions: Or approved Equal.

2.02 MATERIALS

- A. Maintenance free exterior aluminum frame and sash covers: Roll formed 15 gauge, 1.5 mm (0.06") thick, prefinished neutral gray, production engineered, and fabricated to fit.
- B. Acrylonitrile-butadiene styrene (ABS) for the frame and sash components with white ASA finish.
- C. Fasteners: (Skylight to curb) #8 x 1½" stainless steel wood screw
- D. Dual sealed Glazing
 - a. Dual sealed thermal pane with warm edge technology, 95% argon gas, and with three layers of LoE³ silver that increases visible light over standard low e coatings while lowering the solar heat gain. The following glazing options are available:

- i. 04 – Tempered LoE³ pane over a laminated heat strengthened interior pane with a (0.030”) vinyl interlayer.
- ii. 05 – Tempered LoE³ pane over tempered pane
- iii. 06 – Tempered LoE³ pane over laminated heat strengthened interior pane with a (0.090”) vinyl interlayer.
- iv. 08 – Same as 04 but with a white vinyl interlayer.
- v. 10 – Tempered LoE³ pane over a laminated tempered interior pane with a (0.030”) vinyl interlayer to achieve higher snow load ratings.

E. Operators and Manual Operator Accessories

- a. Electric Motors: Standard on all electric venting skylights 120V, 40 watts, 60 Hz rated assembly that uses a robust chain driven system to open the skylight 11 inches. A 2.4 GHz remote controller.
- b. Manual control rods and extension poles available on manually operated venting skylights.
- c. Battery operated control rod

F. Weather stripping: Factory applied neoprene and thermoplastic elastomer weather stripping throughout entire frame and sash, profiled to effect weather seal.

G. Screen: Aluminum screen profile, spring metal clip attachment, 0.28 mm glass fiber thread with PVC coating, charcoal in color.

2.03 FABRICATION

- A. Fabricated ASA frame with welded corners and air pockets for improved energy efficiency. The operator is also enclosed within the frame for a seamless low profile design.
- B. Fabricated one piece aluminum counter flashing system with welded corners.
- C. Provide permanent external drainage channels to manage water flow and drain to the exterior. Provide internal drainage of glazing spaces with exterior through gasketing to remove condensation.
- D. Assembled insect screen of rolled aluminum rectangular sections. Sections are square cut and assembled using square corner keys. Fit mesh taut and secure with vinyl spline.
- E. All units are factory glazed with hot melt silicone-based exterior seal.
- F. Site built curb or other type will be needed.
- G. ECL aluminum flashing is available, but site built fabricated flashings can be installed.

- H. ECW aluminum flashing with malleable sill apron is available for thick roofing material.

2.04 FINISHES

- A. Exterior surfaces: Maintenance free roll-formed aluminum exterior sash frame with natural gray Kynar 500 polyvinylidene fluoride resin finish. Maintenance free roll-formed exterior frame, painted with umber gray powder coat.
- B. Maintenance free flashing: Roll formed aluminum, natural gray, baked on polyester polyamide primer and finish coats.
- C. Interior Surface: White maintenance free ABS.
- D. Screens: Frames – white; mesh – charcoal.
- E. Operator – concealed within the skylight frame

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify rough opening dimensions and proper orientation of skylight.

3.02 INSTALLATION

- A. Install skylight in accordance with manufacturer's installation instructions.
- B. Align skylight level, free of warp or twist; maintain dimensional tolerances.
- C. Attach skylight to field-constructed curb with screws furnished by manufacturer to accommodate construction tolerances and other irregularities.
- D. Provide thermal isolation when components penetrate or disrupt building insulation. Pack fibrous insulation in rough opening to maintain continuity of thermal barriers.
- E. Coordinate attachment and seal of perimeter air and vapor barrier material.
- F. Install manufacturer's engineered perimeter flashing in accordance with manufacturer's installation instructions to achieve weather tight installation

3.03 Cleaning

- A. Clean exposed skylight according to manufacturer's written instructions. Touch up damage metal coatings and finishes.

- B. Remove excess sealants, dirt, and other substances.
- C. Remove and replace glazing that has been broken, chipped, cracked, abraded or damaged during the construction process.
- D. During the construction process, protect the skylight surfaces from contact with contaminants.

General Decision Number: WA140034 07/04/2014 WA34

Superseded General Decision Number: WA20130034

State: Washington

Construction Type: Building

County: Douglas County in Washington.

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	02/07/2014
2	02/21/2014
3	06/13/2014
4	06/20/2014
5	07/04/2014

* ASBE0007-004 06/01/2014

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 44.36	16.45

BRWA0003-002 06/01/2013

	Rates	Fringes
BRICKLAYER.....	\$ 27.83	14.55

CARP0001-006 06/01/2013

DOUGLAS WHICH LIES EAST OF THE 120TH MERIDIAN

	Rates	Fringes
Carpenters: Including Cabinet Instalation, Drywall Hanging, Form Work and Metal Stud Installation.....	\$ 26.56	12.87

ZONE PAY:

ZONE 1	0-40 MILES	FREE
ZONE 2	41-65 MILES	\$2.25/PER HOUR
ZONE 3	66-100 MILES	\$3.25/PER HOUR
ZONE 4	OVER 100 MILES	\$4.75/PER HOUR

DISPATCH POINTS:

CARPENTERS/MILLWRIGHTS: PASCO (2819 W. SYLVESTER) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: SPOKANE (127 E. AUGUSTA AVE.) or Main Post Office of established residence of employee (Whichever is closest

to the worksite).

CARPENTERS: WENATCHEE (27 N. CHELAN) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: COEUR D' ALENE (1839 N. GOVERNMENT WAY) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: MOSCOW (302 N. JACKSON) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

HAZMAT PROJECTS:

Anyone working on a HAZMAT job (task, where HAZMAT certification is required, shall be compensated at a premium, in addition to the classification working in as follows:

LEVEL D+ \$.25 per hour - This is the lowest level of proection. No respirator is used and skin proection is minimal.

LEVEL C+ \$.50 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B+ \$.75 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A+ \$1.00 per hour - This level utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line.

CARP0770-016 07/01/2013

	Rates	Fringes
CARPENTER (Including Cabinet Installation, Drywall Hanging, Form Work and Metal Stud Installation).....	\$ 26.43	12.85

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIEVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

- | | | |
|------------------|--------------|--------------|
| Seattle | Olympia | Bellingham |
| Auburn | Bremerton | Anacortes |
| Renton | Shelton | Yakima |
| Aberdeen-Hoquiam | Tacoma | Wenatchee |
| Ellensburg | Everett | Port Angeles |
| Centralia | Mount Vernon | Sunnyside |
| Chelan | Pt. Townsend | |

Zone Pay:

0 -25 radius miles	Free
26-35 radius miles	\$1.00/hour
36-45 radius miles	\$1.15/hour
46-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles	Free
26-45 radius miles	\$.70/hour
Over 45 radius miles	\$1.50/hour

 ELEC0191-013 06/01/2013

	Rates	Fringes
ELECTRICIAN.....	\$ 39.01	17.39

 ENGI0302-016 06/01/2013

West of the 120th Meridian

	Rates	Fringes
Power equipment operators:		
Group 1A.....	\$ 37.39	16.65
Group 1AA.....	\$ 37.96	16.65
Group 1AAA.....	\$ 38.52	16.65
Group 1.....	\$ 36.84	16.65
Group 2.....	\$ 36.35	16.65
Group 3.....	\$ 35.93	16.65
Group 4.....	\$ 33.57	16.65

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom (including jib with attachments); Excavator/Trackhoe, Backhoes: Over 90 metric tons

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Loaders-overhead, 8 yards and over; excavator/Trackhoe, backhoes: over 50 metric tons to 90 metric tons

GROUP 1 - Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Excavator/Trackhoe, backhoes: over 30 metric tons to 50 metric tons; Loader-overhead 6 yards to, but not including 8 yards; Dozer D-10; Screedman; Scrapers: 45 yards and over; Grader/Blade

GROUP 2 - Cranes, 20 tons thru 44 tons with attachments; Drilling machine; Excavator/Trackhoe, backhoe: 15 to 30 metric tons; Horizontal/directional drill operator; Loaders-overhead under 6 yards; Crane Oiler-100 Tons and Over; Compactor; Scraper: under 45 tons

GROUP 3 - Cranes-thru 19 tons with attachments; Dozers-D-9 and under; Motor patrol grader-nonfinishing; Roller-Plant Mix; Crane Oiler under 100 tons; Excavator/Trackhoe, backhoe: under 15 metric tons; Forklift: 3000 lbs and over with attachments; Service Oiler

GROUP 4 - Roller-other than plant mix; Forklift: under 3000 lbs with attachments

ENGI0370-017 06/01/2013

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 25.56	12.85
GROUP 2.....	\$ 25.88	12.85
GROUP 3.....	\$ 26.49	12.85
GROUP 4.....	\$ 26.65	12.85
GROUP 5.....	\$ 26.81	12.85
GROUP 6.....	\$ 27.09	12.85
GROUP 7.....	\$ 27.36	12.85
GROUP 8.....	\$ 28.46	12.85

ZONE DIFFERENTIAL (Add to Zone 1 rate): Zone 2 - \$2.00

Zone 1: Within 45 mile radius of Spokane, Pasco, Washington; Lewiston, Idaho

Zone 2: Outside 45 mile radius of Spokane, Pasco, Washington; Lewiston, Idaho

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Compactor; Drill Oiler; Rollers, all types on subgrade, including seal and chip coatings

GROUP 2: Fork Lift

GROUP 3: Bulldozer (up to D-6 or equivalent)

GROUP 4: Drills (churn, core, calyx or diamond); Oiler; Loaders (overhead & front-end, under 4 yds. R/T); Vacuum Drill (reverse circulation drill under 8 inch bit)

GROUP 5: Backhoe (Under 45,000 gw); Trackhoe/Excavator (hoe Ram) (under 3/4 yd.); Cranes (25 tons & under), Drilling Equipment(8 inch bit & over) (Robbins, reverse circulation & similar)

GROUP 6: Asphalt Roller; Backhoe (45,000 gw and over to 110,000 gw); Trackhoe/Excavator (Hoe Ram) (3/4 yd. to 3 yd.); Compactor (self-propelled with blade); Cranes (over

25 tons, to and including 45 tons), Bulldozer, 834 R/T & similar; Loader Operator (front-end & overhead, 4 yds. incl. 8 yds.); Scrapers, all, rubber-tired; Screed Operator

GROUP 7: Backhoe (Over 110,000); Trackhoe/Excavator (Hoe Ram) (3 yds & over); Cranes (over 45 tons to but not including 85 tons); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Blade

GROUP 8: Cranes (85 tons and over, and all climbing, overhead, rail and tower); Loaders (overhead and front-end, 10 yards and over)

BOOM PAY: (All Cranes, Including Tower)
 180 ft to 250 ft \$.50 over scale
 Over 250 ft \$.80 over scale

NOTE:

In computing the length of the boom on Tower Cranes, they shall be measured from the base of the Tower to the point of the boom.

HAZMAT:

Anyone working on HAZMAT jobs, working with supplied air shall receive \$1.00 an hour above classification.

 IRON0014-013 07/01/2013

	Rates	Fringes
IRONWORKER (Ornamental, Reinforcing and Structural).....	\$ 31.60	21.35

 LABO0238-014 06/01/2013

	Rates	Fringes
LABORER: Mason Tender - Brick...	\$ 24.10	10.65

 LABO0238-022 06/01/2014

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 22.95	10.95
GROUP 2.....	\$ 24.05	10.95
GROUP 3.....	\$ 24.32	10.95
GROUP 4.....	\$ 24.59	10.95

Zone Differential (Add to Zone 1 rates): Zone 2 - \$2.00

BASE POINTS: Pasco

Zone 1: 0-45 radius miles from the main post office.
 Zone 2: 45 radius miles and over from the main post office

LABORERS CLASSIFICATIONS

GROUP 1: Flagman

GROUP 2: Form-Stripping; General or Common Laborer

GROUP 3: Chipping Guns; Concrete Saw; Pipelayer; Mason
Tender-Cement/Concrete

GROUP 4: Grade Checker; Gunite; Vibrating Plate

LABO0348-005 06/01/2014

West of the 120th Meridian

	Rates	Fringes
Laborers:		
GROUP 2.....	\$ 21.76	10.30
GROUP 3.....	\$ 23.85	10.30
GROUP 4.....	\$ 24.43	10.30

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.
TOWNSEND, PT. ANGELES, AND BREMERTON

- ZONE 1 - Projects within 25 radius miles of the respective city hall
- ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
- ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - \$1.00
ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

- ZONE 1 - Projects within 25 radius miles of the respective city hall
- ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 2: Flagman

GROUP 3: General Laborer; Mason Tender-Cement/Concrete;
Chipping Gun (under 30 lbs.); Form Stripping

GROUP 4: Chipping Gun (over 30 lbs.); Concrete Saw Operator;
Grade Checker; Gunite; Pipe Layer; Vibrating Plate

PAIN0005-025 04/15/2013

Rates Fringes

Painters:

BRUSH AND ROLLER ONLY.....\$ 21.23 10.23

 PLUM0032-008 01/01/2014

DOUGLAS COUNTY WHICH LIES WEST OF THE 120TH MERIDIAN

Rates Fringes

Plumbers and Pipefitters.....\$ 39.00 15.72

 PLUM0598-016 06/01/2012

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 46.85 24.89

 ROOF0189-012 07/01/2011

Rates Fringes

ROOFER (Includes Roof Tear
 Off, Waterproofing, and
 Installation of Metal Roofs).....\$ 23.10 9.95

 SHEE0066-020 08/01/2011

Rates Fringes

Sheet Metal Worker (Excluding
 HVAC Duct Installation).....\$ 27.51 16.90

 TEAM0690-008 01/01/2014

Rates Fringes

Truck drivers: (ANYONE
 WORKING ON HAZMAT JOBS SEE
 FOOTNOTE A BELOW)

ZONE 1: LEWISTON ZONE
 CENTER

GROUP 3.....\$ 22.94 15.19
 GROUP 4.....\$ 23.27 15.19
 GROUP 5.....\$ 23.38 15.19
 GROUP 6.....\$ 23.55 15.19
 GROUP 7.....\$ 24.08 15.19
 GROUP 8.....\$ 24.44 15.19

ZONE 1: PASCO ZONE CENTER

GROUP 3.....\$ 24.42 15.19
 GROUP 4.....\$ 24.75 15.19
 GROUP 5.....\$ 24.86 15.19
 GROUP 6.....\$ 25.02 15.19
 GROUP 7.....\$ 25.56 15.19
 GROUP 8.....\$ 25.88 15.19

ZONE 1: SPOKANE ZONE CENTER

GROUP 3.....\$ 22.94 15.19
 GROUP 4.....\$ 23.27 15.19
 GROUP 5.....\$ 23.38 15.19
 GROUP 6.....\$ 23.55 15.19

GROUP 7.....\$ 24.08 15.19
 GROUP 8.....\$ 24.44 15.19

Zone Differential (Add to Zone 1 rate: Zone 1 +\$2.00)

BASE POINTS: Spokane, Moses Lake, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office
 Zone 2: Outside a 45 mile radius from the main post office

TRUCK DRIVERS CLASSIFICATIONS

GROUP 3: Trucks, side, end, bottom and articulated end dump
 (3 yards to and including 6 yds.)

GROUP 4: Trucks, side, end, bottom and articulated end dump
 (over 6 yds. to & including 12 yds.)

GROUP 5: Trucks, side, end, bottom and articulated end dump
 (over 12 yds. to & including 20 yds.)

GROUP 6: Trucks, side, end, bottom and articulated end dump
 (over 20 yds. to & including 40 yds.)

GROUP 7: Truck, side, end, bottom and articulated end dump
 (over 40 yds. to & including 100 yds.)

GROUP 8: Trucks, side, end, bottom and articulated end dump
 (over 100 yds.)

FOOTNOTE A - Anyone working on a HAZMAT job, where HAZMAT
 certification is required, shall be compensated as a
 premium, in addition to the classification working in as
 follows:

LEVEL C-D: - \$.50 PER HOUR - This level may use an air
 purifying respirator or additional protective clothing.

LEVEL A-B: - \$1.00 PER HOUR - Uses supplied air in
 conjunction with a chemical splash suit or fully
 encapsulated suit with a self-contained breathing apparatus.

Employees shall be paid Hazmat pay in increments of four(4)
 and eight(8) hours.

 SUWA2009-022 05/22/2009

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	16.33	1.32
FLOOR LAYER: Carpet.....\$	23.72	1.98
LABORER: Handheld Drill.....\$	17.17	5.36
LABORER: Irrigation.....\$	11.58	0.00
LABORER: Landscape.....\$	11.08	0.00

OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 22.05	7.35
OPERATOR: Concrete Pumper.....	\$ 22.30	5.27
OPERATOR: Mechanic.....	\$ 24.33	4.33
PAINTER: Spray.....	\$ 24.80	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 17.85	3.75
SPRINKLER FITTER (Fire Sprinklers).....	\$ 18.02	1.57
TILE SETTER.....	\$ 18.39	4.26
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 20.59	5.56

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

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

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

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END OF GENERAL DECISION

OFFEROR'S NAME: _____

CUSTOMER NAME	CONTRACT NO.	BRIEF DESCRIPTION	PRIMARY CONTACT INFORMATION
CUSTOMER ADDRESS			NAME:
			VOICE PHONE #:
			FAX PHONE #:
	CONTRACT VALUE	COMPLETION DATE OR % COMPLETE IF ONGOING	SECONDARY CONTACT INFO.
			NAME:
			VOICE PHONE #:
			FAX PHONE #:
			SECONDARY CONTACT INFO.
			NAME:
			VOICE PHONE #:
			FAX PHONE #:

CUSTOMER NAME	CONTRACT NO.	BRIEF DESCRIPTION	PRIMARY CONTACT INFORMATION
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			NAME:
			VOICE PHONE #:
			FAX PHONE #:
			SECONDARY CONTACT INFO.
			NAME:
			VOICE PHONE #:
			FAX PHONE #: