

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 48	
1. REQUEST NO. AG-52B1-S-14-0043		2. DATE ISSUED 7/30/14		3. REQUISITION/PURCHASE REQUEST NO.		4. CERT. FOR NAT.DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1 <input type="checkbox"/>	
5a. ISSUED BY Hoosier National Forest 811 Constitution Ave Bedford, IN 47421						6. DELIVER BY (Date) See Section F	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)						7. DELIVERY <input type="checkbox"/> FOB DESTINATION OTHER (See Schedule) <input type="checkbox"/>	
NAME Roger Manning rkmanning@fs.fed.us			TELEPHONE NUMBER AREA CODE NUMBER 812 275-5987			9. DESTINATION a. NAME OF CONSIGNEE BTRD	
8. TO:						b. STREET ADDRESS	
a. NAME			b. COMPANY			c. CITY	
c. STREET ADDRESS						d. STATE e. ZIP CODE	
d. CITY			e. STATE		f. ZIP CODE		
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS 8/13/2014, 1:00p.m. e.s.t.			IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in BLOCK 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.				
11. SCHEDULE (Include applicable Federal, State and local taxes)							
ITEM NO. (a)	SUPPLIES/SERVICES (b)			QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	HRRR Gatehouse renovations Hoosier NF. Price range is between \$20,000-\$35,000 Email quotes to: rkmanning@fs.fed.us						
12. DISCOUNT FOR PROMPT PAYMENT <input type="checkbox"/>		a. 10 CALENDAR DAYS (%)		b. 20 CALENDAR DAYS (%)		c. 30 CALENDAR DAYS (%)	
		NUMBER		PERCENTAGE			
NOTE: Additional provisions and representations <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached.							
13. NAME AND ADDRESS OF QUOTER				14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER				16. SIGNER		b. TELEPHONE	
b. STREET ADDRESS						a. NAME (Type or print)	
c. COUNTY				c. TITLE (Type or Print)		AREA CODE	
d. CITY		e. STATE		f. ZIP CODE		NUMBER	

NSN 7540-01-152-8084
Previous edition not usable

18-121

STANDARD FORM 18 (Rev. 6-95)
Prescribed by GSA-FAR (48 CFR) 53.215-1(a)

TIN# _____ **DUNS#** _____
Email: _____ **Phone#** _____

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

**SECTION B--SUPPLIES OR SERVICES
HRRRA GATEHOUSE RENOVATIONS
HOOSIER NATIONAL FOREST**

BASE ITEMS

Item No.	Description	Est. Qty	Method of measure	Unit	Unit Amount	Amount
01	Demolish and remove exterior closet storage door and frame, frame in opening. Install matching stone façade by piecing it together with existing stone façade, install siding matching existing siding.	1	lump sum	lump sum	--	\$_____
02	Remove air conditioner and demolish and remove air conditioner opening. Frame in opening, install siding matching existing siding. Install new opening for air conditioner and install new air conditioner.	1	lump sum	lump sum	--	\$_____
03	Demolish and remove exit door and frame. Install new exit door and frame.	1	lump sum	lump sum	--	\$_____
04	Demolish and remove interior dividing wall.	1	lump sum	lump sum	--	\$_____
05	Demolish and remove cabinets and countertop. Install new cabinets and countertops.	1	lump sum	lump sum	--	\$_____
06	Demolish and remove all interior wall surfaces. Repair any damage discovered. Install and finish new wall surfaces. Paint entire interior.	1	lump sum	lump sum	--	\$_____
07	Move electrical outlets and install new electrical outlets.	1	lump sum	lump sum	--	\$_____
08	Demolish and remove lights. Install new lights and switches.	1	lump sum	lump sum	--	\$_____
	Total Base Items					\$_____

Option Items

Item No.	Description	Est. Qty	Method of measure	Unit	Unit Amount	Amount
01	Prepare exterior of building for painting, paint all existing painted surfaces.	1	lump sum	lump sum	--	\$_____
02	Prepare and stain breezeway ceiling and all building beams not previously refinished.	1	lump sum	lump sum	--	\$_____
03	Install permanent brackets for seasonal closure of building. Provide seasonal closing panels matching siding.	1	lump sum	lump sum	--	\$_____
04	Demolish and remove fascia. Install new fascia.	1	lump sum	lump sum	--	\$_____
05	Clean fascia (do not replace).	1	lump sum	lump sum	--	\$_____
06	Clean soffit.	1	lump sum	lump sum	--	\$_____
07	Demolish and remove roofing. Repair any damage discovered. Install new roofing.	1	lump sum	lump sum	--	\$_____
08	Demolish and remove damaged wall covering in storage room. Install new wall covering in storage room.	1	lump sum	lump sum	--	\$_____
09	Demolish and remove damaged wall covering in storage room. Install new wall covering in storage room.	1	lump sum	lump sum	--	\$_____
10	Repair existing windows (do not replace).	1	lump sum	lump sum	--	\$_____

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

_____.

NOTES:

- a. Contractor must be registered at www.sam.gov to be considered. THIS IS A FREE REGISTRATION.
- c. Award will be made to one contractor. You must submit pricing for all items.

There will be a pre-quote meeting Wed, August 6 at 10:00a.m. est. The meeting will be at the gatehouse at the Hardin Ridge Recreation Area. If you need more information, contact James Klug at 812-275-5987.

52.217-5 Evaluation of Options. (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

SECTION C--DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

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

Base Items:

1. Demolish and remove exterior closet storage door and frame, frame in opening. Install matching stone façade by piecing it together with existing stone façade, install siding matching existing siding.
2. Remove air conditioner and demolish and remove air conditioner opening. Frame in opening, install siding matching existing siding. Install new opening for air conditioner and install new air conditioner.
3. Demolish and remove exit door and frame. Install new exit door and frame.
4. Demolish and remove interior dividing wall.
5. Demolish and remove cabinets and countertop. Install new cabinets and countertop.
6. Demolish and remove all interior wall surfaces. Repair any damage discovered. Install and finish new wall surfaces.
7. Move electrical outlets and install new electrical outlets.
8. Demolish and remove exterior lights. Install new exterior lights.

Option Items:

1. Prepare exterior of building for painting, paint all existing painted surfaces.
2. Prepare and stain breezeway ceiling.
3. Install permanent brackets for seasonal closure of building. Provide seasonal closing panels matching siding.
4. Demolish and remove fascia. Install new fascia and clean soffit.
5. Demolish and remove roofing. Repair any damage discovered. Install new roofing.
6. Demolish and remove damaged wall covering in storage room. Install new wall covering in storage room.

SECTION 011000 – SUMMARY PART 1 - GENERAL

1.1 SUMMARY OF WORK

- A. Project: Project is located approximately 11 miles south of Bloomington, Indiana off SR 446. Turn west on Chapel Hill Road, travel approximately 1.5 miles to entrance of HRRRA (Hardin Ridge Recreation Area).
- B. Owner: USDA Forest Service – Hoosier National Forest
- C. Project Summary Description: The project includes but is not limited to the following Work:

Base Items:

1. Demolish and remove exterior closet storage door and frame, frame in opening. Install matching stone façade by piecing it together with existing stone façade, install siding matching existing siding.
2. Remove air conditioner and demolish and remove air conditioner opening. Frame in opening, install siding matching existing siding. Install new opening for air conditioner and install new air conditioner.
3. Demolish and remove exit door and frame. Install new exit door and frame.
4. Demolish and remove interior dividing wall.
5. Demolish and remove cabinets and countertop. Install new cabinets and countertops.
6. Demolish and remove all interior surfaces. Repair any damage discovered. Install and finish new wall surfaces. Paint entire interior.
7. Move electrical outlets and install new electrical outlets.
8. Demolish and remove lights. Install new lights.

Option Items:

1. Prepare exterior of building for painting, paint all existing painted surfaces.
2. Prepare and stain breezeway ceiling and all building beams not previously refinished.
3. Install permanent brackets for seasonal closure of building. Provide seasonal closing panels matching siding.
4. Demolish and remove fascia. Install new fascia.
5. Clean old fascia (do not replace).
6. Clean soffit.
7. Demolish and remove roofing. Repair any damage discovered. Install new roofing.
8. Demolish and remove damaged wall covering in storage room. Install new wall covering in storage room.
9. Demolish and remove all windows. Install all new windows.
10. Repair existing windows (do not replace).

- D. Government or Owner refers to the USDA Forest Service. Contracting Officer (CO) refers to the person assigned by the USDA Forest Service to administer the Contract. Soon after Contract award, the Contracting Officer will designate a Contracting Officers Representative (COR).

PART 2 - WORK RESTRICTIONS

2.1 Contractor's Use of Premises:

- A. The Government will conduct a pre-construction survey with the Contractor to review and document the existing project conditions prior to construction.
- B. Notify COR not less than 14 days in advance of proposed utility interruptions.
- C. During the construction period, the campground shall be kept open.
- D. Contractor shall be responsible for all personal and construction waste material and shall supply their own waste receptacle.
- E. The Contractor shall limit use of the premises to the work in areas indicated.
 - 1. Confine operations at the site to areas indicated. Do not disturb portions of the site beyond the areas in which Work is indicated.
 - 2. Schedule deliveries to minimize space and time requirements for storage of material and equipment on site.
 - 3. Repair damage caused by construction operations. Take precautions to protect the public during the construction period.
 - 4. Space on the premises is available for the Contractor's storage and related activities.
 - 5. Existing materials and equipment that are removed as part of the construction operations, and that are not reused or salvaged as Government property, shall become the property of the Contractor and shall be removed from the site. Storage or sale of excess salvageable materials and equipment is not permitted on site.
 - 6. Contractor may use vault toilet facilities and on-site power and water if available.

2.2 GOVERNMENT OCCUPANCY

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

PART 3 - PRODUCTS (Not Applicable)

PART 4 - EXECUTION (Not Applicable)

END OF SECTION 011000

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 GENERAL PROJECT COORDINATION

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

1.3 CONSERVATION

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

1.4 SPILL AND EROSION CONTROL

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

PART 2 - PRODUCTS (Not applicable)

PART 3 - EXECUTION

3.1 GENERAL COORDINATION PROVISIONS

- A. Inspection of Conditions: Prior to installations, require the installer of each major component to inspect both the substrate and conditions under which work is to be performed.
- B. Construction in Progress: Keep construction in progress, adjoining materials in place, and clean during handling and installation. Apply protective coverings for protection from damage or deterioration.
- C. Completed Construction: Clean completed construction and provide maintenance to prevent damage, soiling or other deterioration through the remainder of the construction period. Adjust and lubricate operable components to assure operability without damage.
- D. Limiting Exposures: Supervise construction operations to prevent exposure of any part of construction, completed or in progress, to harmful, dangerous, damaging or otherwise deleterious conditions during the construction period. END OF SECTION 013100

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

- A. General Explanation: Specification language often includes terms that are defined elsewhere in the Contract including the Construction Clauses. Certain terms are defined in this section. These definitions or explanations are not necessarily complete or exclusive, but are general for the Work and may be explained more explicitly in other sections.
- B. "General Conditions" refer collectively to the Construction Contract Clauses, Labor Standards and the U.S. Department of Labor Wage Decision bound into the specifications.
- C. "Indicated" refers to graphic representations, notes or schedules on the Drawings, or to requirements elsewhere in the Specifications or other Contract Documents. Terms such as "shown", "noted", "scheduled" and "specified" have the same meaning as "indicated" and are used to further help locate the reference, but no limitation on location is intended except as specifically stated.
- D. Where "directed", "authorized", "selected", "approved", or a similar term is used in conjunction with the Contractor's submittals, applications, requests and other activities, and the specifications state that an individual other than the Contracting Officer (CO) shall provide this action, it is understood that only the CO has this authority unless the individual stated is so authorized in writing by the CO.
 - 1. When the individual is so authorized by the CO, the Contractor may still appeal the action to the CO.
 - 2. The CO's decision will be final.
 - 3. In no case shall the CO's action be interpreted as releasing the Contractor from responsibility to fulfill the requirements of the Contract.
- E. "Regulations" include laws, ordinances, statutes and lawful orders issued by authorities having jurisdiction, as well as rules, conventions and agreements within the construction industry that control performance of the Work.
- F. "Project site" refers to the space available to the Contractor for performance of the Work, either exclusively or in conjunction with others performing other work.
- G. "Furnish" means to supply and deliver to the Project site, ready for unloading, unpacking, assembling, installation and similar operations.
- H. "Install" describes operations at the Project site, including unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations.
- I. "Provide" means to furnish and install, complete in place and ready for full use.
- J. "Cutting" refers to removal of material by cutting, sawing, drilling, breaking, chipping, grinding, excavating and similar operations.
- K. "Patching" refers to restoration of a surface to its original completed condition by filling, repairing, refinishing, closing and similar operations.

- L. "Installer" is the Contractor or another entity engaged by the Contractor, either directly or indirectly through subcontracting, to perform a particular construction operation at the Project site, including installation, erection, application and similar operations. Installers shall be skilled in the operations they perform.
- M. "Testing agency" or "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the Project site or elsewhere, and to report the results of those inspections and tests.
- N. "Notice to Proceed" is the CO's notification by letter to the Contractor to proceed with the Contract, activating the time period for construction and establishing the completion date.

1.2 CODES AND STANDARDS

- A. Applicability of Standards: Unless the Contract includes more stringent requirements, applicable construction industry standards have the same force and effect, to the extent referenced, as if bound or copied directly into the Contract. Such standards are made a part of the Contract by reference.
- B. Codes: The Work shall be performed in compliance with the latest editions of the following codes: UMC, NEC, IBC and UPC, any current in force national, state, and local codes.
- C. Conflicting Requirements. Where compliance with two or more standards is specified, comply with the most stringent requirement. Refer uncertainties, and requirements that are different but apparently equal, to the CO in writing for a decision before proceeding.
- D. Abbreviations: Names and titles of standards are frequently abbreviated. Abbreviations and acronyms used in the Contract mean the recognized name of a trade association, standards-producing organization, and authority having jurisdiction or other entity applicable to the context of the particular provision. Except as otherwise indicated, refer to the current editions of the following publications for abbreviations:
 1. "Encyclopedia of Associations: National Organizations of the U.S.", published by Gale Research.
 2. "National Trade and Professional Associations of the United States", published by Columbia Books.
 3. "Means Illustrated Construction Dictionary - New Unabridged Edition" published by R.S. Means Company, Inc.
- E. Abbreviations: Names and titles of standards are frequently abbreviated. Abbreviations and acronyms used in the Contract mean the associated names. The following names may be referenced in the Contract:
 1. AASHTO - American Association of State Highway and Transportation
 2. ACI - American Concrete Institute
 3. ADA – American's with Disabilities Act
 4. ADAAG – Americans with Disabilities Act Accessibility Guidelines
 5. AI - Asphalt Institute
 6. AISC - American Institute of Steel Construction
 7. AITC - American Institute of Timber Construction
 8. ALSC – American Lumber Standard Committee
 9. ANSI - American National Standards Institute
 10. ASME – American Society of Mechanical Engineers International
 11. ASTM - American Society for Testing and Materials
 12. AWWA - American Wood-Preservers' Association
 13. AWS - American Welding Society
 14. AWWA - American Water Works Association
 15. CABO - Council of American Building Officials
 16. CFR - Code of Federal Regulations
 17. CRSI - Concrete Reinforcing Steel Institute
 18. CS - Commercial Standard (U.S. Dept. of Commerce)

19. CSI - Construction Specifications Institute
20. DOT – Department of Transportation
21. EIA - Electronic Industries Association
22. EPA - Environmental Protection Agency
23. FS - Federal Specification (Publications available from GSA)
24. GSA - General Services Administration
25. IBC – International Building Code
26. IFC – International Fire Code
27. IPC – International Plumbing Code
28. ICBO – International Conference of Building Officials
29. MCAA – Mechanical Contractors Association of America
30. MSS-Manufacturers Standardization Society of the Valve and Fittings Industry Inc.
31. NECA – National Electrical Contractors Association
32. NEMA - National Electrical Manufacturers Association
33. NEC – National Electrical Code
34. NFPA - National Fire Protection Association
35. OSHA - Occupational Safety and Health Administration (U.S. Dept. of Labor)
36. PCA - Portland Cement Association
37. SSPC - Steel Structures Painting Council - The Society for Protective Coatings
38. UFAS – Uniform Federal Accessibility Standards
39. UL - Underwriters Laboratories Inc.
40. UBC – Uniform Building Code
41. UMC – Uniform Mechanical Code
42. UPC – Uniform Plumbing Code
43. USDA - U.S. Department of Agriculture

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 QUALITY ASSURANCE

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 TEMPORARY UTILITIES

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

3.2 TEMPORARY SUPPORT FACILITIES

- A. Temporary Enclosures: Provide temporary enclosures for protection of construction as needed.
- B. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily.

3.3 TEMPORARY PROTECTION FACILITIES

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

3.4 OPERATION, TERMINATION, AND REMOVAL

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

END OF SECTION 015000

SECTION 017300 – EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 QUALITY ASSURANCE

- A. Workmanship Standards: Initiate and maintain procedures to ensure personnel performing the Work are skilled and knowledgeable in the methods and craftsmanship needed to produce the required levels of workmanship. Remove and replace Work that does not comply with workmanship specified and standards recognized in the

construction industry for the applications indicated. Remove and replace Work damaged or deteriorated by faulty workmanship or replacement of other Work.

1. **Manufacturer's Instructions:** Where installations include manufactured products, comply with manufacturer's applicable installation instructions and recommendations to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in the Contract. The Contracting Officer's Representative shall be immediately notified of conflicts between manufacturer's instructions and the Contract.
2. **Minimum Quality and Quantity:** The quality level or quantity shown or specified shall be the minimum required for the Work. Except as otherwise indicated, the Work shall comply exactly with that minimum or may be superior to that minimum. Specified numeric values are either minimums or maximums as indicated or as appropriate for the context of the requirements.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LAYING OUT THE WORK

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

3.2 PREPARATION

- A. **Site Improvements:** The Contractor is responsible for all staking, except for those items indicated on the Drawings to be Government Staked, and maintaining and replacing of staking.
- B. **Existing Utilities:** Furnish information necessary to adjust, move, or relocate existing structures, utility poles, lines, services, or other appurtenances located in or affected by construction. Coordinate with local authorities having jurisdiction.
- C. Take field measurements as required to fit the Work properly.

3.3 INSTALLATION

- A. Locate the Work and components of the Work accurately. Make vertical work plumb and horizontal work level.
- B. Install products at the time and under conditions that will produce satisfactory results.
- C. Conduct construction operations so that no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

- D. Anchors and Fasteners: Provide anchors and fasteners as required to withstand stresses, vibration and physical distortion. Anchor each component securely in place, accurately located and aligned with other Work.
- E. Adjust operating components for proper operation without binding.

3.4 CORRECTION OF DEFECTIVE WORK

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

3.5 CLEANING

- A. Maintain the project site and work areas free of waste material and debris.
- B. Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the work.
 - 1. Remove liquid spills promptly.
- C. Remove debris from concealed spaces prior to enclosing the space.
- D. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at the time of project completion.

3.6 PROTECTION

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

END OF SECTION 017300

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes requirements for Contract close out.

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

1.2 SUBSTANTIAL COMPLETION

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

1.3 FINAL ACCEPTANCE

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

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial cleaning and maintenance program. Comply with manufacturer's instructions.
 - 1. Complete the following cleaning operations before requesting inspection for Final Acceptance.
 - a. Remove labels that are not permanent labels.
 - b. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
 - c. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original condition. Leave concrete floors broom clean. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.

- d. Clean the site, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas broom clean, and remove stains, spills, and other foreign deposits. Rake beach areas and other grounds that are neither paved nor planted to a smooth, even-textured surface.
- B. Removal of Protection: Remove temporary protection and facilities installed for the protection of the Work during construction.
- C. Compliance: Comply with the regulations of authorities having jurisdiction and with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Government property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of it lawfully.

END OF SECTION 017700

SECTION 024119 - SELECTIVE DEMOLITION

GENERAL 1.1 SECTION REQUIREMENTS

- A. Items indicated to be reused will be carefully detach from existing construction, in a manner to prevent damage, and made ready for reuse. Include fasteners or brackets needed for reattachment elsewhere.
- B. Retain, revise, or delete first paragraph below to suit Project. Insert other limitations if necessary, such as when adjacent floors will be occupied.
- C. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- D. It is not expected that hazardous materials will be encountered in the Work. If hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

PART 2 - PRODUCTS

2.1 2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with EPA regulations and with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 3.1 DEMOLITION

- A. Maintain services/systems indicated to remain and protect them against damage during selective demolition operations. Before proceeding with demolition, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of the building.
- B. Locate, identify, shut off, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
- C. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- D. Protect walls, ceilings, floors, and other existing finish work that are to remain. Erect and maintain dustproof partitions. Cover and protect furniture, furnishings, and equipment that have not been removed.
- E. Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
- F. Provide temporary weather protection to prevent water leakage and damage to structure and interior areas.
- H. Requirements for Building Reuse:
 - 1. Maintain existing building structure (including structural floor and roof decking) and envelope (exterior skin and framing, excluding window assemblies and nonstructural roofing material) not indicated to be demolished; do not demolish such existing construction beyond indicated limits.
 - 2. Maintain existing interior nonstructural elements (interior walls, doors, floor coverings, and ceiling systems) not indicated to be demolished; do not demolish such existing construction beyond indicated limits.

- I. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction.
- J. Remove demolition waste materials from Project site and legally dispose of them in an EPA-approved landfill. Do not burn demolished materials.
- K. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

Base Items:

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

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

1. Demolish and remove exterior closet storage door and frame, frame in opening. Install matching stone façade by piecing it together with existing stone façade, install siding matching existing siding.
 - a. Demolish and remove exterior closet storage door and frame.
 - b. Rough frame in opening, matching existing framing including sill plate.
 - c. Install plywood sheathing, felt paper, and stone façade with masonry anchors matching existing stone façade.
 - i. Stone façade will be pieced into existing stone façade by removing part of the existing stone façade so that when stone façade is finished a vertical seam is not visible in the façade.
 - d. Install T1-11 siding to match existing siding.
2. Remove air conditioner and demolish and remove air conditioner opening. Frame in opening, install siding matching existing siding. Install new opening for air conditioner and install new air conditioner.
 - a. Remove air conditioner and demolish and remove air conditioner opening.
 - b. Rough frame in opening, matching existing.
 - c. Install T1-11 siding to match existing siding.
 - i. Replacement siding will be entire siding section where air condition opening was located, not just the opening itself.
 - d. Install new opening for new air conditioner.
 - i. COR will locate area for new air conditioner.
 - ii. Cut opening in existing wall.

- iii. Rough frame in opening.
 - iv. Trim and finish opening to match existing.
 - e. Install new air conditioner.
 - i. Supply and install Frigidaire FFRE0633Q1 air conditioner.
 - 3. Demolish and remove exit door and frame. Install new exit door and frame.
 - a. Demolish and remove exit door and frame
 - b. Install new exit door and frame.
 - i. Basis-of-Design Product: Subject to compliance with requirements, provide Jeld-Wen, half view, no-lite, Hemlock Dutch entry door with AuraLast jamb and brickmold.
 - ii. Install shelf on lower half of door.
 - iii. Finish to match existing building.
 - 4. Demolish and remove interior dividing wall.
 - a. Demolish and remove interior dividing wall.
 - b. Repair and prepare area to be finished to match existing building.
 - 5. Demolish and remove cabinets and countertop. Install new cabinets and countertops.
 - a. Demolish and remove cabinets and countertop.
 - b. Install new cabinets and countertop.
 - i. (3) 2'-4" wide and fit an 18" deep countertop, (2) two door each with adjustable shelving will be installed equally space along back wall and finished to match building.
 - ii. Countertop for cabinets will be 18" deep, laminate topped and be full length of building.
 - iii. Install an approx. 4'-6" wide by 18" deep service desk laminate countertop matching other specified countertop.
 - iv. Finish: To be selected by COR from full spectrum of multiple manufactures pallet by contractor until a suitable selection is chosen.
 - 6. Demolish and remove all interior surfaces. Repair any damage discovered. Install and finish new wall surfaces, paint entire interior.
 - a. Demolish and remove all interior surfaces.
 - b. Repair any damage discovered.
 - i. Any building component uncovered with damage; rot, mold, insect, water or other will be replaced and the damage will be repaired.
 - c. Install new 5/8" drywall. Finish and prepare drywall for painting.
 - i. Install floor base, edge, corner, and ceiling trim.

- d. Paint entire interior.
 - i. Prepare exterior of building for painting.
 1. Scrape, sand, wire brush interior, to remove old paint substrate not suitable for recovering.
 2. Fill in all holes cracks and crevices.
 3. Replace and material that is found to be damaged and structurally unsound.
 - ii. Prime with Interior latex primer/sealer and paint interior with (2) coats High-performance architectural latex (semi-gloss).
 1. Finish: To be selected by COR from full spectrum of multiple manufactures pallet by contractor until a suitable selection is chosen.
7. Move electrical outlets and install new electrical outlets.
 - a. Move electrical outlet in demolished wall to existing exterior wall.
 - b. Install (3) duplex outlet in wall with full length cabinet.
 - c. Install (1) dedicated outlet in wall near air conditioner opening.
8. Demolish and remove lights. Install new lights.
 - a. Demolish and remove exterior lights, interior lights, and ceiling fan and light.
 - b. Install new exterior lights.
 - i. Install (4) Lithonia, "Gateway", VGO1C 32TRT 120 DDBT LPI with single pole switch.
 - ii. Install (4) Lithonia, "Decorative Quarter Sphere", WSQ 26TRT MD 120 Dark Bronze LPI with single pole switch.
 - iii. Install (4) Lithonia, "LED Bullet Flood Light", OLBS 8 30K DDB with individual single pole switches.
 - iv. Install Kendal "Lighting Aviator" 42-in White Downrod Mount Ceiling Fan with Light Kit and Remote, centered in room.
 - v. Install GE, "Soft White Spiral T3", FLE20HT3/2/CD with standard porcelain fixture with single pole switch.

Option Items:

1. Prepare exterior of building for painting, paint all existing painted surfaces.
 - a. Prepare exterior of building for painting.
 - i. Scrape, sand, wire brush exterior, or pressure wash to remove old paint substrate not suitable for recovering.
 - ii. Fill in all holes cracks and crevices.
 - iii. Replace and material or siding that is found to be damaged and structurally unsound.

- b. Paint all existing exterior painted surfaces.
 - i. Prime with exterior tinted, stain blocking latex primer/sealer and paint interior with at least (2) coats High-performance architectural latex (semi-gloss) to provide total coverage with no bleed through of existing paint.
 1. Finish: Sherwin Williams; "Duration" Exterior Latex Flat SW2815 Renwick Olive.
2. Prepare and stain breezeway ceiling and all building beams not previously refinished.
 - a. Prepare breezeway ceiling for staining.
 - i. Scrape, sand, wire brush exterior or pressure wash to remove old paint substrate not suitable for recovering.
 - ii. Replace any material that is found to be damaged and structurally unsound.
 - b. Stain breezeway ceiling.
 1. Finish: Cabot; "OVT" solid color stain.
 - c. Stain all building beams not previously refinished.
 - i. Scrape, sand, wire brush exterior or pressure wash to remove old paint substrate not suitable for recovering.
 - ii. Finish: Sherwin Williams, "Woodscapes" Semi Transperant Poly Stain, Charwood custom blend. Finish is to match existing stain on previously refinished beams.
3. Install permanent brackets for seasonal closure of building. Provide seasonal closing panels matching siding.
 - a. Install permanent brackets and fasteners for seasonal closure of building.
 - i. Install metal brackets at top of openings for panels to slip into and be secured to building.
 - ii. Install permanent holes and fasteners at the bottom of panels to secure panels in place.
 - b. Provide seasonal closing panels matching siding.
 - i. Panels are to be of T1-11 panels and primed and painted to match building exterior.
4. Demolish and remove fascia. Install new fascia.
 - a. Demolish and remove fascia
 - b. Install new aluminum fascia matching existing fascia.
 - i. Finish: To be selected by COR from full spectrum of multiple manufacturers pallet by contractor until a suitable selection is chosen.
5. Clean old fascia (do not replace).
 - a. Clean fascia.
 - i. Wash and clean fascia to remove any soiling and buildup and renew surface color to original finish.
6. Clean soffit.

- a. Clean soffit.
 - i. Wash and clean soffit to remove any soiling and buildup and renew surface color to original finish.
- 7. Demolish and remove roofing. Repair any damage discovered. Install new roofing.
 - a. Demolish and remove roofing.
 - b. Repair any damage discovered.
 - i. Replace and material that is found to be damaged and structurally unsound.
 - c. Install new roofing.
 - i. Install 30# asphalt roofing felt.
 - ii. Install new aluminum drip edge.
 - iii. Install standard laminate asphalt shingles.
 - iv. Basis-of-Design Product: Subject to compliance with requirements, provide Owens Corning, Oakridge, "Woodland Path" color standard laminate shingles or approved equal product.
 - d. Install ridge vents matching existing ridge vent.
- 8. Demolish and remove damaged wall covering in storage room. Install new wall covering in storage room.
 - a. Demolish and remove damaged wall covering in storage room.
 - b. Install new plywood wall covering, fully lining storage room. Match existing plywood wall covering.
- 9. Demolish and remove all windows. Install all new windows.
 - a. Demolish and remove all windows.
 - b. Install all new windows.
 - i. Install (2) two Andersen 400 Series, complete vinyl clad, wood core double hung windows with screens, Dark Bronze exterior, white interior, matching same existing size of windows removed.
 - ii. Install (3) three Andersen 400 Series, complete vinyl clad, wood core fixed windows, Dark Bronze exterior, white interior, matching same existing size of windows removed.
- 10. Repair existing windows (do not replace).
 - a. Repair existing windows (do not replace) back to original operational functioning.

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.

Biobased & Recycled Content Products

All supplies and materials shall be of a type and quantity that conform to applicable Federal specifications and standards, and to the extent feasible and reasonable; include the exclusive use of biobased and recycled products. For more information regarding the Department of Agriculture Biobased Affirmative Procurement Program go to <http://www.biopreferred.gov/bioPreferredCatalog/faces/jsp/catalogLanding.jsp>

SAFETY AND HEALTH

1.1 SUMMARY

- A. References: In addition to publications referenced in the Contract and FAR 52.236-13, the following Code of Federal Regulations (CFR) publications designate and define hazardous materials and conditions, and establish procedures for handling these materials and conditions.
1. 29 CFR, Part 1910: Occupational Safety and Health Administration (OSHA) General Industry and Health Standards.
 2. 29 CFR, Part 1926: OSHA Construction Industry Standards.
 3. 40 CFR, Part 61: National Emission Standards for Hazardous Air Pollutants.
 4. 40 CFR, Part 261: Environmental Protection Agency (EPA) Characteristics of Hazardous Waste.
 5. 40 CFR, Part 761, EPA Polychlorinated Biphenyls (PCBs), Manufacturing, Processing, Distribution in Commerce and Use Prohibitions.
- B. Acquisition of Publications: Referenced CFR publications may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

1.2 SAFETY MEETING

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

1.3 COMPLIANCE WITH REGULATIONS

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

1.4 SUBMITTALS

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

PART 2 - PRODUCTS

2.1 PERSONNEL PROTECTIVE EQUIPMENT

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

PART 3 - EXECUTION

3.1 EMERGENCY SUSPENSION OF WORK

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

3.2 PROTECTION OF PERSONNEL

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

3.3 ENVIRONMENTAL PROTECTION

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

SECTION D--PACKAGING AND MARKING

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

SECTION E--INSPECTION AND ACCEPTANCE

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-12 Inspection of Construction (AUG 1996)

SECTION F--DELIVERIES OR PERFORMANCE

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.242-14 Suspension of Work (APR 1984)

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

The Contractor shall be required to (a) commence work under this contract within 5 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 180 days. The time stated for completion shall include final cleanup of the premises.

SECTION G--CONTRACT ADMINISTRATION DATA

AGAR 452.215-73 Post Award Conference (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled and held within 10 days after the date of contract award.

DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE

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

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

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

SECTION H--SPECIAL CONTRACT REQUIREMENTS

EQUIPMENT CLEANING

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

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

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

PART II--CONTRACT CLAUSES

SECTION I--CONTRACT CLAUSES

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- 52.204-99 System for Award Management Registration (AUG 2012) (DEVIATION)
- 52.204-7 Central Contractor Registration (DEC 2012)
- 52.204-13 Central Contractor Registration Maintenance (DEC 2012)
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012)
- 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (*Applicable if contract exceeds \$30,000*)
- 52.211-18 Variation in Estimated Quantity (APR 1984)
- 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)
- 52.219-28 Post-Award Small Business Program Rerepresentation. (APR 2012)
- 52.222-3 Convict Labor (JUN 2003)
- 52.222-6 Davis-Bacon Act (JUL 2005)
- 52.222-7 Withholding of Funds (FEB 1988)
- 52.222-8 Payrolls and Basic Records (JUN 2010)
- 52.222-9 Apprentices and Trainees (JUL 2005)
- 52.222-10 Compliance with Copeland Act Requirements (FEB 1988)
- 52.222-11 Subcontracts (Labor Standards) (JUL 2005)
- 52.222-12 Contract Termination - Debarment (FEB 1988)
- 52.222-13 Compliance with Davis-Bacon and Related Act Regulations (FEB 1988)
- 52.222-14 Disputes Concerning Labor Standards (FEB 1988)
- 52.222-15 Certification of Eligibility (FEB 1988)
- 52.222-19 Child Labor-Cooperation with Authorities and Remedies (MAR 2012)
- 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
- 52.222-26 Equal Opportunity (MAR 2007)
- 52.222-27 Affirmative Action Compliance Requirements for Construction (FEB 1999)
- 52.222-36 Affirmative Action for Workers with Disabilities (OCT 2010)
- 52.222-50 Combating Trafficking in Persons (SEP 2007)
- 52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2011)
- 52.223-6 Drug-Free Workplace (MAY 2001)
- 52.223-15 Energy Efficiency in Energy Consuming Products (DEC 2007)
- 52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (MAY 2008)
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2011)
- 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
- 52.227-4 Patent Indemnity -- Construction Contracts (DEC 2007)
- 52.232-5 Payments Under Fixed-Price Construction Contracts (SEP 2002)
- 52.232-17 Interest (OCT 2010)
- 52.232-23 Assignment of Claims (JAN 1986)

- 52.232-27 Prompt Payment for Construction Contracts (OCT 2008)
- 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
- 52.233-1 Disputes (JUL 2002) Alt 1 (DEC 1991)
- 52.233-3 Protest After Award (AUG 1996)
- 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- 52.236-2 Differing Site Conditions (APR 1984)
- 52.236-3 Site Investigation and Conditions Affecting the Work (APR 1984)
- 52.236-5 Material and Workmanship (APR 1984)
- 52.236-7 Permits and Responsibilities (NOV 1991)
- 52.236-8 Other Contracts (APR 1984)
- 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
- 52.236-10 Operations and Storage Areas (APR 1984)
- 52.236-11 Use and Possession Prior to Completion (APR 1984)
- 52.236-12 Cleaning Up (APR 1984)
- 52.236-13 Accident Prevention (NOV 1991)
- 52.236-14 Availability and Use of Utility Services (APR 1984)
- 52.236-21 Specifications and Drawings for Construction (FEB 1997)
- 52.236-26 Preconstruction Conference (FEB 1995)
- 52.243-5 Changes and Changed Conditions (APR 1984)
- 52.244-6 Subcontracts for Commercial Items (JAN 2011)
- 52.246-21 Warranty of Construction (MAR 1994)
- 52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)
- 52.249-10 Default (Fixed-Price Construction) (APR 1984)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

- 452.236-71 Prohibition Against the Use of Lead-Paint (NOV 1996)
- 452.236-72 Use of Premises (NOV 1996)
- 452.236-73 Archeological or Historic Sites (FEB 1988)
- 452.236-74 Control of Erosion, Sedimentation and Pollution (NOV 1996)
- 452.236-76 Samples and Certificates (FEB 1988)
- 452.236-77 Emergency Response (NOV 1996)

52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (JUL 2012)

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

(1) The product cannot be acquired—

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

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

(i) Spacecraft system and launch support equipment.

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

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

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

(1) Report to the environmental point of contact identified in paragraph (d) of this clause, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30;

(2) Submit this report not later than—

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

(ii) At the end of contract performance; and

(3) Contact the environmental point of contact to obtain the preferred submittal format, if that format is not specified in this contract.

(d) The environmental point of contact for this contract is: Jeff Fischer. Agency web reporting address is <http://www.biopreferred.gov>.

(End of clause)

FAR 52.225-9 Buy American Act-Construction Materials (SEP 2010)

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

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

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

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

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

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

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 ([46 U.S.C. App. 1702](#)), such as agricultural products and petroleum products.

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

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are

delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means—

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

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

“Domestic construction material” means—

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

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

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

(ii) The construction material is a COTS item.

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

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

(b) Domestic preference.

(1) This clause implements the Buy American Act ([41 U.S.C. 10a - 10d](#)) by providing a preference for domestic construction material. In accordance with [41 U.S.C. 431](#), the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR [12.505\(a\)\(2\)](#)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

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

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

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

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

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

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

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

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

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

(B) Unit of measure;

- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

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

FAR 52.252-6 Authorized Deviations in Clauses

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

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

Order of Precedence—Uniform Contract Format

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

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

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

SECTION J--LIST OF ATTACHMENTS

Davis Bacon Wage Determination

PART IV--REPRESENTATIONS AND INSTRUCTIONS

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

NOTE: Offerors should address questions concerning VETS-100 reporting and reporting requirements to the Office of Veterans Employment and Training Services offices at the following address:

U. S. Department of Labor
VETS-100 Reporting
4200 Forbes Blvd., Suite 202
Lanham, MD 20703
Telephone: (301) 306-6752
Website: www.vets100.cudenver.edu
Reporting Questions: HelpDesk@vets100.com
Reporting Verification: Verify@vets100.com

52.204-8 Annual Representations and Certifications (DEC 2012)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 238190.

(2) The small business size standard is \$15 million.

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

(b)

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

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

(i) Paragraph (d) applies.

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

(c)

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

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

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(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 Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

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

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

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

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

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

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

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

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

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

(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 Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (iv) 52.222-52 Exemption from Application of the Service Contract Act 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 Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA 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 ORCA.

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

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

AGRICULTURE ACQUISITION REGULATIONS (48 CFR CHAPTER 4) CLAUSES

452.204-70 Inquiries (FEB 1988)

FAR 52.222-5 Davis-Bacon Act—Secondary Site of the Work (JUL 2005)

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

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

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

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

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 area, are as follows:

Goals for minority participation for each trade: _6%

Goals for female participation for each trade: _____

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

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

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Hardin Ridge Recreation Area.

FAR 52.225-10 Notice of Buy American Act Requirement--Construction Materials (FEB 2009)

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

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

(c) Evaluation of offers.

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

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

(d) Alternate offers.

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

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

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

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

(End of provision)

Alternate I (May 2002). As prescribed in [25.1102](#)(b)(2), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR [52.225-9](#).

SECTION M--EVALUATION FACTORS FOR AWARD

52.217-5 Evaluations of Options (JUL 1990)

AWARD DETERMINATION

AWARD DETERMINATION: The Forest Service intends on awarding a contract to the offeror whose proposal is: (1) technically acceptable and, (2) whose overall price is the lowest.

TECHNICAL EVALUATION FACTORS:

1. Project Experience.
2. Capability to Successfully Perform the Project.

NOTE: The Government may reject any or all offers if such action is determined to be in the best interest of the Government. Although the Forest Service does not intend on conducting discussions/negotiations, the Forest Service reserves the right to do so, with this offerors whose proposals are considered technically acceptable

EXPERIENCE QUESTIONNAIRE

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

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

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

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

6. List all of your firms' current contract commitments

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

7a. Have you ever failed to complete any work awarded to you? ___yes ___no

7b. Has work ever been completed by performance bond? ___yes ___no

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

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

- a. Minimum No. of employees: _____ and Maximum No. of employees: _____
- b. Are employees regularly on your payroll? _____yes _____no
- c. Specify equipment available for this contract: _____

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

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

NAME	PRESENT POSITION	YRS EXP.	TYPE OF WORK

10. REMARKS

TIN# _____ Duns# _____

CERTIFICATION: I certify that all of the statements made by me are complete and correct to be best of my knowledge and that any persons named as references are authorized to furnish the Forest Service with any information needed to verify my capability to perform this project.

Signature

Print or Typed Name

Title

Date

General Decision Number: IN140035 07/04/2014 IN35

Superseded General Decision Number: IN20130035

State: Indiana

Construction Type: Residential

Counties: Boone, Brown, Hamilton, Hancock, Johnson, Monroe, Morgan, Putnam and Shelby Counties in Indiana.

Modification Number	Publication Date
0	01/03/2014
1	06/20/2014
2	07/04/2014

ENGI0103-005 06/01/2013

Fringes	Rates
POWER EQUIPMENT OPERATOR: (1) Backhoe/Excavator.....	\$ 32.80
13.43	

ENGI0103-027 06/01/2013

Fringes	Rates
POWER EQUIPMENT OPERATOR: (PAVER: Asphalt, Aggregate, and Concrete).....	\$ 31.85
13.43	

ENGI0150-029 06/01/2013

Fringes	Rates
POWER EQUIPMENT OPERATOR: (2) Loader.....	\$ 38.50
27.33	

ENGI9999-003 01/01/2013

Fringes	Rates
POWER EQUIPMENT OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 22.97
20.91	
Grader/Blade.....	\$ 32.41
20.27	

LABO0041-007 06/01/2013

Fringes	Rates
LABORER (2) Mason Tender - Cement/Concrete.....	\$ 36.23
16.10	

LABO0120-002 06/01/2013

Fringes	Rates

LABORER (Asphalt, Includes Raker, Shoveler, Spreader, and Distributor).....\$ 22.38
12.25

LABO0741-006 06/01/2013

Fringes	Rates
LABORER (1) Pipelayer.....	\$ 21.18
12.25	

* PLUM0136-012 04/01/2014

Fringes	Rates
PLUMBER.....	\$ 34.54
15.51	

ROOF0026-004 06/01/2014

Fringes	Rates
ROOFER.....	\$ 35.30
18.55	

SFIN0669-003 07/01/2013

Fringes	Rates
SPRINKLER FITTER (Fire Sprinklers).....	\$ 34.04
17.63	

SHEE0020-007 07/01/2011

Fringes	Rates
SHEET METAL WORKER (Excludes HVAC Duct and Unit Installation).....	\$ 28.74
18.58	

TEAM9999-004 01/01/2013

Fringes	Rates
TRUCK DRIVER (Dump Truck).....	\$ 25.50
9.67	

SUIN2012-020 08/13/2012

Fringes	Rates
CARPENTER (Batt Insulation Only).....	\$ 15.00
2.18	

Fringes	Rates
CARPENTER.....	\$ 18.36
7.46	

Fringes	Rates
CEMENT MASON/CONCRETE FINISHER...	\$ 17.78
0.00	

ELECTRICIAN.....\$ 18.50
3.48

HVAC MECHANIC (Installation
of HVAC Unit Only).....\$ 21.46
0.00

LABORER: Common or General.....\$ 14.68
0.00

LABORER: Mason Tender - Brick...\$ 14.00
0.00

OPERATOR: Bulldozer.....\$ 27.35
13.44

PAINTER: Brush Only.....\$ 18.29
7.43

PAINTER: Roller.....\$ 18.29
7.43

PAINTER: Spray.....\$ 18.29
7.43

SHEET METAL WORKER (HVAC Duct
Installation Only).....\$ 26.20
10.74

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