

REQUEST FOR QUOTATION <i>(THIS IS NOT AN ORDER)</i>				PAGE OF PAGES 1 45	
1. REQUEST NO. AG-05G2-S-14-0039		2. DATE ISSUED 08/26/2014		3. REQUISITION/PURCHASE REQUEST NO. 705232	
5a. ISSUED BY Olympic National Forest Attn: DAN JOHNSON, Contracting Officer, R-6 Contracting North 1835 Black Lake Blvd. SW, STE A Olympia, WA 98512-5623				4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 <input type="checkbox"/> AND/OR DMS REG. 1	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)				6. DELIVER BY (Date)	
NAME DAN JOHNSON, Contracting Officer djohnson03@fs.fed.us		TELEPHONE NUMBER AREA CODE NUMBER 360 956.2474		7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
8. TO:				9. DESTINATION	
a. NAME		b. COMPANY		a. NAME OF CONSIGNEE	
c. STREET ADDRESS				b. STREET ADDRESS	
d. CITY				c. CITY	
e. STATE		f. ZIP CODE		d. STATE	
e. ZIP CODE					
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS THURSDAY, September 11, 2014, by 3:30 p.m. Pacific Time			IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in BLOCK 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.		
11. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(a)	(b)	(c)	(d)	(e)	(f)
	SUPPLY AND INSTALL STORAGE BUILDING, Olympia Forestry Sciences Laboratory Olympia, Washington				DO NOT enter prices here: ENTER PRICES IN ATTACHED SCHEDULE OF ITEMS
Quoter DUNS #: _____					
12. DISCOUNT FOR PROMPT PAYMENT <input type="checkbox"/>		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER PERCENTAGE
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.					
13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE
b. STREET ADDRESS					
c. COUNTY			a. NAME (Type or print)		AREA CODE
d. CITY		e. STATE	f. ZIP CODE	c. TITLE (Type or Print)	
NUMBER					

PART I—THE SCHEDULE

SECTION B--SUPPLIES OR SERVICES AND PRICES/COSTS

SUPPLY AND INSTALL STORAGE BUILDING

Olympia Forestry Sciences Laboratory
 PNW Research Station
 Olympia, Washington

B.1 SCHEDULE OF ITEMS:

Olympia Forestry Sciences Laboratory Asbestos Abatement Project						
ITEM NOS. BASE OR OPTION	DESCRIPTION	METHOD OF MEAS.	UNIT	QTY.	PRICE	TOTAL
BASE	BASE ITEMS					
01	Pole/ Framed Building, Design, per specifications in Section C below.	Lump Sum (LS)	LS	1	\$_____	\$_____
02	Pole/ Framed Building, Installation, per specifications in Section C below.	(LS)	LS	1	\$_____	\$_____
OPTION						
01	Upgrade building siding to horizontal lap fiber-cement siding with 3” reveal.	(LS)	LS	1	\$_____	\$_____
02	Concrete 4 inch slab	(LS)	LS	1	\$_____	\$_____
					TOTAL QUOTE:	\$_____

NOTE-1: Quote Submittal Instructions are summarized in Section L., “Instructions...”, **Item L-2.**

NOTE-2: **DUE DATE and TIME is THURSDAY, September 11, 2014, by 3:30 p.m. Pacific Time**

B.2 PERIOD OF PERFORMANCE

NOTE: The Period of Performance will be **September 30, 2014 through January 31, 2015.**

B.3 UNITS OF MEASURE

Payment will be made by units defined and determined according to U.S. Standard measure and by the following:

Lump Sum Quantities (LS). These quantities denote one complete unit of work as required by or described in the contract, including necessary materials, equipment, and labor to complete the job. They will not be measured.

B.3 FAR 36.204 PRICE RANGE (CONSTRUCTION)

The Government's project estimated range is: less than \$25,000.

SECTION C--DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 STATEMENT OF WORK/SPECIFICATIONS

The intent of this scope of work is to provide for completion of the tasks described in this scope of work. Unless otherwise provided, the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies and perform all work required to complete the tasks in accordance with drawings, specifications, and provisions of the contract as referenced in the Schedule of Items and described throughout Section C and the attached site-job location aerial photograph.

All other work and materials shall be considered as incidental to and included in the payment for tasks shown. Payment for contract work will be made under each task item listed

Work shall consist of: design and construct a new storage building of 320 square feet where an old shed now exists. The use of a pre-engineered building is acceptable. The new storage building can be either framed or pole building type construction; either wood or steel structural material is acceptable. The existing storage building will be removed by the Forest Service (on-site government employee personnel) prior to construction of the new storage building.

Requirements for New Pole Building

The new storage building design characteristics:

- Design wind speed: 85 mph
- Roof snow load: 25 PSF
- Seismic Zone: D
- Frost line depth: 12 inches
- Soil Bearing capacity: 1500 PSF
- Minimum depth of building: 16 feet external, front-to-back
- Minimum 320 SF total area
- At least 9-feet high at the eaves
- Double (barn) doors (swing out) installed on wide side of building or 8-ft by 7-ft high sectional metal garage style door.
- Minimum clear opening of 8-feet wide by 7-feet tall for double door.
- 3'-0" x 6'-8" personal door, with fiberglass skin required, located on narrow (south) side of building.

The swing direction doesn't matter.

- Standing seam metal roof with OSB and 30-pound roofing felt.
- Minimum 4:12 roof pitch
- Unfinished inside
- Existing ground shall be smoothed off for the floor surface with existing gravel and soil. The finished grade will provide for drainage from the building at approximately ½ inch per foot to surrounding ground. Concrete floor is acceptable but not required; see Option Items
- Metal siding to match color of adjacent metal building (warehouse at south end of parking lot).
- No windows or skylights required.
- No heating, cooling, water, or electricity required.
- Building to be constructed during normal business hours (7:00am-4:30pm) Monday- Friday.

Optional items:

- Upgrade building siding to horizontal lap fiber-cement siding with 3" reveal.
- Concrete 4 inch slab.

Tasks

Task 1 – Design new pole/ framed building and submit shop drawings *for approval before construction*.

Task 2 – Provide and install new framed or pole building

C.2 PROJECT LOCATION AND DIRECTIONS

Olympia Forestry Sciences Laboratory
3625 93rd Ave., SW
Olympia, WA 98512

From Interstate 5 (I-5) southbound, exit at Exit 99: Turn right at stop sign and proceed one mile west; lab facility is located on the left-hand side of road.

From I-5 northbound, exit at Exit 99: Turn left at stop sign, proceed over freeway and one mile west; lab facility is located on the left-hand side of road.

C.3 PAYMENTS FOR INCIDENTAL ITEMS

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

C.4 SPECIFICATIONS

AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM

The specifications cited in this solicitation may be obtained from:

Specification	Address
ASTM Standards	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103 (215) 199-5462 -- or -- 100 Barr Harbor Drive West Conshohocken, PA 19428 (610) 832-9585 http://www.astm.org/
AASHTO Standards	American Association of State Highway and Transportation Officials 341 National Press Building Washington, D.C. 20024

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

C.5 PRODUCT SAMPLES AND/OR SUBMITTALS

The following product samples and/or submittals are required for this project:

Title	Referenced by Specification No	Time of Government Approval After Submittal
N/A		

C.6 SHOP DRAWINGS

The following shop drawings shall be submitted on this project:

Title	Referenced by Specification No	Time of Government Approval After Submittal
Building Design Drawing	N/A	10 days

C.7 MATERIAL CERTIFICATIONS AND TESTING REPORTS

The following material certifications and/or testing reports shall be submitted on this project:

Title	Referenced by Specification No	Time of Government Approval After Submittal
N/A		

C.8 ATTACHMENTS TO STATEMENT OF WORK/SPECIFICATIONS - AGAR 452.211-73 (FEB 1988)

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

SECTION D--PACKAGING AND MARKING

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

SECTION E--INSPECTION AND ACCEPTANCE

E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-1 Contractor Inspection Requirements (APR 1984)
52.246-12 Inspection of Construction (AUG 1996)

E.2 AGAR 452.246-70 INSPECTION AND ACCEPTANCE (FEB 1988)

(a) The Contracting Officer or the Contracting Officer's duly authorized representative (COR) will inspect and accept the supplies and/or services to be provided under this contract.

(b) Inspection and acceptance will be performed at *the work site and at dates and times selected by the COR.*

E.3 INSPECTION AND TESTING PERFORMED BY GOVERNMENT

When/as/if necessary, the Government will perform sampling, testing and inspection of work in progress where these responsibilities are not expressly assigned to the Contractor by the Forest Service specifications or by the Special Project Specifications.

E.4 CONFORMITY WITH DRAWINGS AND SPECIFICATIONS

Unless working tolerances are specified, all work performed and materials furnished shall be in reasonably close conformity with lines, grades, cross sections, dimensions, and material requirements shown on the

Drawings, indicated in the specifications, or designated on the ground. "Reasonably close conformity" is in compliance with reasonable and customary manufacturing and construction tolerances.

SECTION F--DELIVERIES OR PERFORMANCE

F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.242-14 Suspension of Work (APR 1984)

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

The Contractor shall be required to:

- (a) commence work under this contract within 7 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 **January 31, 2015** after the date the Contractor receives the Notice-to-proceed. The time stated for completion shall include final cleanup of the premises.

NOTE: The Period of Performance will be **September 30, 2014 through January 31, 2015**.

SECTION G--CONTRACT ADMINISTRATION DATA

G.1 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE

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

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

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

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

The Contracting Officer's Representative and technical contact for this project is:

Robert Avila, Asst. Station Engineer
Pacific Northwest Research Station
10600 NE 51st Circle
Vancouver, WA 98682
360.891.5217
ravilal@fs.fed.us

G.2 AGAR 452.215-73 POST-AWARD CONFERENCE (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled and held within **a mutually-agreed to number of days** after the date of contract award. The conference will be held at:

Olympia Forestry Sciences Laboratory
3625 93rd Ave., SW
Olympia, WA 98512

NOTE: see C.2 PROJECT LOCATION AND DIRECTIONS for additional information.

G.3 GOVERNMENT-FURNISHED PROPERTY

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

Item No.	Description	Qty	Location	Date Available
NONE				

G.4 PUBLIC OFFICIALS NOT PERSONALLY LIABLE

There shall be no personal liability upon the Government or officer in charge, their agents or employees, for any act performed in the discharge of any duty imposed or the exercise of any power or authority conferred upon them by, or within the scope of the contract, it being understood that in all such matters they act solely as agents and representatives of the Government.

SECTION H--SPECIAL CONTRACT REQUIREMENTS

H.1 FAR 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

Utilities are existing utilities within the work site/facility. Alternatives will not be provided during construction.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

Utilities Available	Rate to be Charged	Restrictions on Use
Water	None	For construction
Electricity	None	For construction
Toilets	None	For construction

H.2 PRODUCT SUBSTITUTION

Any modification of items, designs, materials, products or equipment (including Government-Furnished property), made necessary because of a substitution, will be the responsibility of the Contractor without adjustment in contract price or time. The Contracting Officer's approval of any substitute will not affect the Contractor's responsibility for such modification. Any and all substitutions will be requested by the Contractor after award of the contract has been made. No approvals will be made prior to award.

H.3 PROSECUTION OF WORK

(a) Construction activity shall be limited to the hours between **7:00 a.m. and 4:30 p.m., Monday through Friday**, unless other hours are approved in writing by the COR. The Contractor shall conduct activities so that interference with the public shall be kept at a minimum. The project site shall be open to public or employee access and free of hazards on weekends. Any activities requiring closure to the public shall be scheduled with the COR at least 7 days in advance.

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

H.4 STATE ELECTRICAL INSPECTION AND COUNTY BUILDING PERMITS

If/when/as applicable, the Contractor shall arrange for and provide the State Electrical inspection. When requesting the inspection, inform the Building Permit Department of the federal limitation described below. The Contractor shall not obtain any building permits or inspections other than the State Electrical inspection.

Federal law validated by the State Attorney General, verify that the Federal Government and its Contractors may be exempted from State/Local Building Permits and Fees for projects located on Federal installations, including all federal lands. Contractor State Licenses will not be jeopardized by following this requirement to avoid the State/County permit system. This applies to the prime Contractor and all subcontractors.

H.5 AGAR 452.228-71 INSURANCE COVERAGE (NOV 1996)

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

(a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(b) General Liability. The Contractor shall have bodily injury liability insurance coverage written on a comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability. The Contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage or loss.

(d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger injury. Coverage for passenger injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

H.6 FINAL CLEANUP

Contractor shall remove and dispose all of its own trash and refuse from the contract area. Material to be removed includes, but is not limited to camp refuse such as tin cans, aluminum foil, glass, paper, garbage, used engine oil, oil filters, oil cans, grease cartridges, etc. The Contractor shall also remove and dispose of ~~upon completion of the trail construction, all stakes, old culverts, flagging, and similar~~ debris within the project area. This Cleanup is a subsidiary item for which no special payment will be made. All debris shall be disposed off National Forest Land and in accordance with State and Local disposal requirements.

H.7 POTENTIAL SAFETY HAZARDS

(a) Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor. This list shall not be deemed to be all-inclusive. The Contractor shall bear the sole responsibility for taking all appropriate actions necessary to prevent accidents and injuries to individuals

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

- Confined space entry.
- Temporary excavation/deep trenching/slope stability.
- Tree falling.
- Fall hazard from work heights exceeding six feet.
- Blasting.
- Traffic control on high-volume and/or high-speed and/or limited visibility roads.
- Heavy equipment operation.
- Tree climbing and/or tower climbing.
- Fire hazards.
- Hazardous materials handling.
- Electrical hazard.
- Hydraulic and/or pneumatic and/or other high pressure hazards.
- Mechanical hazards such as pulleys, springs, etc.
- Other *_standard building construction safety considerations_*_____

H.8 SALVAGE RIGHTS

No Contractor salvage rights exist under the contract unless specifically provided elsewhere herein.

H.9 PROTECTION OF CULTURAL RESOURCES

Location of known historic or prehistoric sites, buildings, objects, and properties related to American history, architecture, archaeology and culture, such as settler or Indian artifacts, protected by American Antiquities Act of 1906 (16 U.S.C. 431-433), National Historic Preservation Act of 1966 (16 U.S.C. 470) and the Archaeological Resources Protection Act of 1979 (PL 96-95 and 36 CFR 261.9(e)) shall be identified on the ground by Forest Service. Forest Service may unilaterally modify or cancel this contract to protect an area, object of antiquity, artifact, or similar object which is or may be entitled to protection under these Acts regardless of when the area, object or artifact is discovered or identified. Discovery of such areas or objects by either party shall be promptly reported to the other party.

Contractor shall protect all known and identified historic or prehistoric sites, buildings, objects and properties related to American history, architecture, archaeology and culture against destruction, obliteration, removal or damage during Contractor's Operations. In accordance with 36 CFR 296.14(c), Contractor shall bear costs of restoration, provided that such payment shall not relieve Contractor from civil or criminal remedies otherwise provided by law.

Wheeled or track-laying equipment shall not be operated within such areas except on roads. Unless agreed otherwise, trees will not be felled into such areas.

H.10 PHYSICAL DATA (FAR 52.236-4) (APR 1984)

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

(a) The indications of physical conditions on the Drawings and in the specifications are the result of site investigations by sampling and visual inspections .

H.11 PRODUCT SUBSTITUTION

Any modification of items, designs, materials, products or equipment (including Government-Furnished property), made necessary because of a substitution, will be the responsibility of the Contractor without adjustment in contract price or time. The Contracting Officer's approval of any substitute will not affect the Contractor's responsibility for such modification. Any and all substitutions will be requested by the Contractor after award of the contract has been made.

No approvals will be made prior to award.

H.12 DEFINITIONS AND ABBREVIATIONS

Wherever in these provisions, or in other contract documents, the following terms, or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

Building Limits - A line 5 feet outside foundations of the structure.

Calendar Day - Every day shown on the calendar, Sundays and holidays included.

Change Order - A written order issued by the Contracting Officer to the Contractor documenting modifications within the scope of the contract.

Contract Amendment - A bilateral written supplemental agreement between the Government and the Contractor.

Contract Time - The number of calendar days allowed by the contract for the completion of the work.

Contracting Officer's Representative (COR) - The duly authorized representative of the Contracting Officer, responsible for on-site administration of the contract within the limits of specific written delegation of authority.

Contractor - The individual, partnership, joint venture, or corporation undertaking the execution of the work under the terms of the contract and acting directly or through their agent, employees, or subcontractors.

Equipment - All machinery and equipment, together with the necessary supplies for upkeep and maintenance, including tools and apparatus necessary for the proper construction and acceptable completion of the work.

Forest Supervisor - The person, or designated representative, responsible for administration of a National Forest.

Inspector - The Government authorized representative designated in writing by the COR responsible for detailed inspections of contract performance, within delegation of authority.

Materials - Any substances specified for use in the construction of the project and its appurtenances.

Notice of Noncompliance - Written notice issued detailing specific area(s) of Non-Compliance with contract requirements.

Original Contract Quantities - Those quantities shown in the Schedule of Items.

Right-of-way - A general term denoting land, property, or interest therein acquired for or devoted to a road or a construction site.

Schedule of Items - Schedule in the contract which contains a listing and description of construction items, quantities, units of measure, method of measurement, unit price and amount.

Specifications - A general term applied to all written directions and requirements pertaining to performance of the work.

Utility Services - Services such as electricity, gas, steam, water and sewerage.

Work Order - A written instruction directing the Contractor to fulfill contract requirements.

Reference to a specific standard or specification shall mean the latest edition or amendment in effect on date of invitation to bid.

———— ACRONYMS ————	
AA	Aluminum Association
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ADA	Americans With Disabilities Act
AGC	Associated General Contractors
AI	Asphalt Institute
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALSC	American Lumber Standards Committee
ANSI	American National Standards Institute
APA	American Plywood Association
API	American Petroleum Institute
ARTBA	American Road and Transportation Builders Association
ASHRAE	American Society of Heating, Refrigerating & Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Material
ATCC	American Type Culture Collection
AWPA	American Wood Preservers Association
AWPB	American Wood Preservers Bureau
AWS	American Welding Society
AWWA	American Water Works Association

CFR	Code of Federal Regulations
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard issued by U.S. Department of Commerce
CSI	Construction Specifications Institute
DEMA	Diesel Engine Manufacturers Association
DOT	U.S. Department of Transportation
FAR	Federal Acquisition Regulations
FED. SPEC. FS	Federal Specifications
FHWA	Federal Highway Administration
FLH	Federal Lands Highway (Federal Highway Administration)
FSS	Federal Specifications and Standards
GSA	General Services Administration
ICBO	International Conference of Building Officials
ISSA	International Slurry Surfacing Association
MIL	Military Specifications
MSHA	Mine Safety and Health Administration
MUTCD	Manual on Uniform Traffic Control Devices
NBFU	National Board of Fire Underwriters
NBS	National Bureau of Standards
NEMA	National Electrical Manufacturers Association
NESC	National Electrical Safety Code
NFPA (Fire)	National Fire Protection Association
NFPA (Forest)	National Forest Products Association
NWMA	National Woodwork Manufacturers Association
OSHA	Occupational Safety and Health Act
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PS	Product Standard Issued by the U.S. Department of Commerce
PTI	Post-Tensioning Institute
RIS	Redwood Inspection Service
SAE	Society of Automotive Engineers
SF	Standard Form
SI	International System of Units
SMACNA	Sheet Metal & Air Conditioning Contractors National Association
SSPC	Steel Structures Painting Council
UBC	Uniform Building Code
UFC	Uniform Fire Code
UL	Underwriter's Laboratories, Inc.
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
USASI	United States of America Standards Institute
WCLIB	West Coast Lumber Inspection Bureau
WWPAA	Western Wood Products Association
WWPI	Western Wood Preservation Institute

PART II--CONTRACT CLAUSES

SECTION I--CONTRACT CLAUSES

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.arnet.gov/far/

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013)
- 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)
- 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)
- 52.219-28 Post-Award Small Business Program Representation (JUL 2013)
- 52.222-3 Convict Labor (JUN 2003)
- 52.222-6 Construction Wage Rate Requirements. (MAY 2014)
- 52.222-7 Withholding of Funds (MAY 2014)
- 52.222-8 Payrolls and Basic Records (MAY 2014)
- 52.222-9 Apprentices and Trainees (JUL 2005)
- 52.222-10 Compliance with Copeland Act Requirements (FEB 1988)
- 52.222-11 Subcontracts (Labor Standards) (MAY 2014)
- 52.222-12 Contract Termination - Debarment (MAY 2014)
- 52.222-13 Compliance With Construction Wage Rate Requirements and Related Regulations. (MAY 2014)
- 52.222-14 Disputes Concerning Labor Standards (FEB 1988)
- 52.222-15 Certification of Eligibility (MAY 2014)
- 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
- 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 (FEB 2009)
- 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)
- 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997)
- 52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011)
- 52.223-6 Drug-Free Workplace (MAY 2001)
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
- 52.227-4 Patent Indemnity -- Construction Contracts (DEC 2007)
- 52.228-2 Additional Bond Security (OCT 1997) (*Applicable if contract exceeds \$30,000*)
- 52.228-11 Pledges of Assets (JAN 2012) (*Applicable if contract exceeds \$30,000*)

- 52.228-12 Prospective Subcontractor Requests for Bonds (MAY 2014) (*Applicable if contract exceeds \$30,000*)
- 52.228-14 Irrevocable Letter of Credit (MAY 2014) (*Applicable if contract exceeds \$30,000*)
- 52.232-5 Payments Under Fixed-Price Construction Contracts (MAY 2014)
- 52.232-23 Assignment of Claims (MAY 2014)
- 52.232-27 Prompt Payment for Construction Contracts (MAY 2014)
- 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (JUL 2013)
- 52.233-1 Disputes (MAY 2014)
- 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)
- 52.236-6 Superintendence by the Contractor (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)
- 52.236-26 Preconstruction Conference (FEB 1995)
- 52.243-5 Changes and Changed Conditions (APR 1984)
- 52.244-6 Subcontracts for Commercial Items (MAY 2014)
- 52.246-21 Warranty of Construction (MAR 1994)
- 52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)
- 52.249-10 Default (Fixed-Price Construction) (APR 1984)
- 52.253-1 Computer Generated Forms (JAN 1991)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

- 452.232-70 Reimbursement for Bond Premiums – Fixed-Price Construction Contracts (NOV 1996)
- 452.236-72 Use of Premises (NOV 1996)
- 452.236-74 Control of Erosion, Sedimentation and Pollution (NOV 1996)
- 452.236-76 Samples and Certificates (FEB 1988)
- 452.236-77 Emergency Response (NOV 1996)

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

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

- (1) The Schedule (excluding the specifications), i.e., Sections A, B, D, E, F, G, and H.
- (2) Representations and other instructions, i.e., Sections K, L, and M.

- (3) Contract clauses, i.e., Section I.
- (4) Other documents, exhibits, and attachments, i.e., Section J.
- (5) Special Project Specifications.
- (6) Standard Specifications, i.e., Section C (including FAR clauses).
- (7) (a) Drawings, figured dimensions over scaled dimensions.
 - (b) Drawings, large scale contract drawings over small scale contract drawings.
 - (c) Schedules on contract drawings over any conflicting notations on contract drawings.
- (8) Shop drawings.

I. 3 FAR 52.219-14 -- LIMITATIONS ON SUBCONTRACTING (NOV 2011)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) *Applicability*. This clause applies only to--
 - (1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;
 - (2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and
 - (3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in [8.405-5](#) and [16.505](#)(b)(2)(i)(F).
- (c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for --
 - (1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
 - (2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
 - (3) *General construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
 - (4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

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

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

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

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

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

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

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

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

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

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

“Cost of components” means--

(1) 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

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

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: _____ [*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 statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

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

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

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

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
<i>Item 1</i>			
Foreign construction material			
Domestic construction material			
<i>Item 2</i>			
Foreign construction material			
Domestic construction material			

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

[Include other applicable supporting information.]

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

I.4 FAR 52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JUL 2000) (APPLICABLE IF CONTRACT AMOUNT EXCEEDS \$30,000)

(a) The Contractor shall submit one of the following payment protections

1. Payment bond

2. Irrevocable letter of credit

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within TEN (10) days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

I.5 AGAR 452.228-70 ALTERNATIVE FORMS OF SECURITY (NOV 1996)

If furnished as security, money orders, drafts, cashier's checks, or certified checks shall be drawn payable to: USDA Forest Service.

I.6 RETURN OF PERFORMANCE AND PAYMENT BONDS

Performance and payment security furnished under this contract must be retained by the Government for a minimum of one year after acceptance of all work under the contract. Performance and payment security other than corporate or individual surety bonds will be returned to the Contractor one year after completion of work if no claims against these bonds have been filed at that time.

I.7 PAYMENT FOR PERFORMANCE AND PAYMENT SECURITY EXPENSES

It is mutually agreed that the premium costs for performance bonds, payment bonds and alternative payment protections furnished for this contract are included in the total amount bid for other items and that any payment to the Contractor for the cost of bonds made in accordance with FAR 52.232-5 refers only to

corporate sureties listed in the current Department of Treasury Circular 570 and no advance payment will be made for bond premiums where other than corporate surety bonds are furnished. Bond premiums as used in this paragraph and FAR 52.232-5 shall include any Small Business Administration fees paid in connection with SBA guaranteed corporate surety bonds.

I.8 FAR 52.232-40 – PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

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

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

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

I.9 AGAR 452.209-71 ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS (FEB 2012) (ALTERNATE 1) (FEB 2012)

(a) This award is subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it –

(1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarment official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

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

I.10 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 Agriculture Acquisition Regulation (48 CFR Chapter 4) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

**PART III--LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
 SECTION J-- ATTACHMENTS**

J.1 LIST/TABLE OF ATTACHMENTS

Title	Pages
1. Olympia Forestry Sciences Lab Building Site Location in RED.	1, at end
2. DOL Wage Decision No. WA140043, Dated 07/25/2014	7, see below
3. Past and Current Contract Information Form	3

J.2 WAGE DETERMINATION

General Decision Number: WA140043 07/25/2014 WA43

Superseded General Decision Number: WA20130043

State: Washington

Construction Type: Building

County: Thurston County in Washington.

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

Modification Number	Publication Date
0	01/03/2014
1	03/28/2014
2	04/11/2014
3	05/16/2014
4	05/23/2014
5	06/13/2014
6	07/04/2014
7	07/11/2014
8	07/18/2014
9	07/25/2014

ASBE0007-002 06/01/2014

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

* BRWA0001-010 06/01/2014

	Rates	Fringes
BRICKLAYER.....	\$ 36.65	14.67

	Rates	Fringes
CARPENTER.....	\$ 37.20	13.08
PILEDRIVERMAN.....	\$ 37.45	13.08

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

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

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

Zone Pay:

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

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

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

Zone Pay:

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

 ELEC0076-005 09/01/2013

	Rates	Fringes
ELECTRICIAN.....	\$ 34.28	22.47

ENGI0612-016 06/01/2013

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

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) = \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom
(including jib with attachments); Excavator/Trackhoe,
Backhoe: over 50 metric tons to 90 metric tons;

GROUP 1 - Cranes 45 tons thru 99 tons, under 150 ft of boom
(including jib with attachments); Excavator/Trackhoe,
Backhoe: over 30 metric tons to 50 metric tons; Dozer-D-10;
Screedman; Scrapers: 45 yards and over; Grader/Blade

GROUP 2 - Cranes, 20 tons thru 44 tons with attachments;
Excavator/Trackhoe, Backhoe: 15 to 30 metric tons; Drilling
Machine; Horizontal/directional drill operator; Compactor;
Scraper: under 45 tons; Crane Oiler-100 tons and over

GROUP 3 - Cranes-thru 19 tons with attachments; Roller-Plant
Mix; Excavator/Trackhoe, Backhoe: under 15 metric tons;
Forklift: 3000 lbs and over with attachments; Outside Hoist
(Elevators and Manlifts); Dozer-D-9 and Under; Motor Patrol
grader-nonfinishing; Service Oiler; Concrete Pump; Pump
Grout; Crane Oiler-uner 100 tons

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

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all
craft classifications subject to working inside a federally
designated hazardous perimeter shall be eligible for
compensation in accordance with the following group
schedule relative to the level of hazardous waste as
outlined in the specific hazardous waste project site
safety plan.

H-1 Base wage rate when on a hazardous waste site when not
outfitted with protective clothing, Class "D" Suit - Base
wage rate plus \$.50 per hour.

H-2 Class "C" Suit - Base wage rate plus \$1.00 per hour.

H-3 Class "B" Suit - Base wage rate plus \$1.50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$2.00 per hour.

IRON0086-010 07/01/2013

Rates

Fringes

IRONWORKER (Reinforcing,
 Structural and Ornamental).....\$ 38.14 21.35

 LABO0001-017 06/01/2014

ZONE 1:

	Rates	Fringes
Laborers:		
GROUP 2.....	\$ 25.79	10.30
GROUP 3.....	\$ 32.29	10.30
GROUP 4.....	\$ 33.08	10.30
GROUP 5.....	\$ 33.62	10.30

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

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

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

LABORERS CLASSIFICATIONS

- GROUP 2: Flagman; Fence Erector

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

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

- GROUP 5: Mason Tender-Brick

 * PAIN0005-029 07/01/2014

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 36.07	16.25

 PAIN0005-032 03/01/2014

	Rates	Fringes
PAINTER (Including Brush, Roller and Spray).....	\$ 29.15	10.49

 PAIN0005-034 01/01/2011

	Rates	Fringes
Soft Floor Layers (Including Vinyl and Carpet).....	\$ 29.04	12.52

PLUM0026-009 01/01/2014		
	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 41.87	19.40

ROOF0153-005 03/01/2014		
	Rates	Fringes
ROOFER (Includes Roof Tear Off, Waterproofing, and Installation of Metal Roofs).....	\$ 32.25	11.99

SFWA0699-006 01/01/2014		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 45.62	22.92

SHEE0066-025 06/01/2012		
	Rates	Fringes
Sheet Metal Worker.....	\$ 44.44	22.49

SUWA2009-031 05/22/2009		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 19.54	3.17
GLAZIER.....	\$ 22.21	2.96
LABORER: Handheld Drill.....	\$ 17.17	5.36
LABORER: Irrigation.....	\$ 11.58	0.00
LABORER: Landscape.....	\$ 9.90	0.00
OPERATOR: Loader.....	\$ 26.62	7.88
OPERATOR: Mechanic.....	\$ 24.33	4.33
TILE SETTER.....	\$ 18.38	2.90
TRUCK DRIVER: Dump Truck.....	\$ 26.70	9.85
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 19.80	1.27

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

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.

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

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END OF GENERAL DECISION

PART IV--REPRESENTATIONS AND INSTRUCTIONS

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

K.1 AGAR 452.219-70 SIZE STANDARD AND NAICS CODE INFORMATION (SEP 2001)

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

Contract line item(s): ALL
--NAICS Code 236220
--Size Standard \$36.5MM

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

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 236220

(2) The small business size standard is \$36.5MM.

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

(b)

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

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

(i) Paragraph (d) applies.

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

(c)

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

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

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

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

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

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

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

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

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

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

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and 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 Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

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

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

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

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

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

representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

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

K.3 AGAR 452.209 – 70 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION (DEVIATION 2012-01) (FEB 2012) (ALTERNATE 1) (FEB 2012)

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

(b) The Offeror represents that –

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

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

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

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

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

Signature: _____

Name (typed or printed): _____

Title: _____

Company: _____

K.4 FAR 52.223-1 BIOBASED PRODUCT CERTIFICATION (MAY 2012)

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

K.5 FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) It * has, * has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It * has, * has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

Signature: _____

Name (typed or printed): _____

Title: _____

Company: _____

K.5 GOVERNMENT EMPLOYEES, FORMER USDA EMPLOYEES, AND USDA RETIREES

The offeror/quoter represents and certifies that--

(a) It [] is, [] is not a current Federal Government employee.

(b) It [] is, [] is not a former USDA EMPLOYEE.

(c) It [] is, [] is not a retired USDA employee. If retired, give date of retirement _____.

(d) It [] has, [] has not taken a voluntary separation incentive payment (also known as a buy out).

(e) It [] is, [] is not related to a current Forest Service employee on any forest service unit. If so, list employee's name and location. _____.

(f) The firm [] is, [] is not substantially owned or controlled by a former USDA employee or retiree.

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

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

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

www.arnet.gov/far/

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.204-7 Central Contractor Registration (JUL 2013)

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

L.2 INSTRUCTIONS TO OFFERORS – REQUIRED SUBMITTALS

Quotes may be submitted by mail to the address in Block 9 of the SF-1449, by e-mail to djohnson03@fs.fed.us, or by fax to 360-956-2277, attn.: **DAN JOHNSON, Contracting Officer**. The solicitation number should be written on the envelope of mailed quotes and referenced in the subject header of e-mailed quotes. Quotes shall include the following:

1. Standard Form 18
2. Section B.1: Schedule of Items
3. Documentation of relevant experience and past performance. References need to include the following information: contract number, contract amount, contract period, customer name and contact information, project title, and a brief description of the work. Information provided will be used to assess relevant experience and past performance.

Quoters are cautioned that failure to provide all of the documentation listed above may render a quote nonresponsive and therefore ineligible for award.

The following items must be submitted – at the latest – prior to award:

1. Representations and certifications required by FAR 52.204-8 Annual Representations and Certifications (See Section K.2). **Note: If paragraph “d” applies, offerors need only check the box in section K.2(b)(2)(i).**
2. AGAR 452.209 – 70 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction (See Section K.3)

3. FAR 52.222-22 - Previous Contracts and Compliance Reports (**See Section K.5**).

L.3 AGAR 452.204-70 INQUIRIES (FEB 1988)

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

Primary point of contact:

DAN JOHNSON, Contracting Officer
Phone: 360-956-2474
Fax: 360-956-2277
E-mail: djohnson03@fs.fed.us

L.4 FAR 52.215-5 FACSIMILE PROPOSALS (OCT 1997)

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

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

(c) The telephone number of receiving facsimile equipment is: **360-956-2277**.

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

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

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

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

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

L.5 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

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

L.6 FAR 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

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

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

Goals for minority participation for each trade: 6.1% (*Contracting Officer shall*
Goals for female participation for each trade: 6.9% *insert goals*)

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 Thurston County, Washington; nearest city is Tumwater, WA. (Contracting Officer shall insert description of the geographical areas where the contract is to be performed, giving the State, county, and city.)

L.7 52.225-10 -- NOTICE OF BUY AMERICAN REQUIREMENT—CONSTRUCTION MATERIALS (MAY 2014)

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

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

(c) *Evaluation of offers.*

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

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

(d) *Alternate offers.*

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

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

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

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

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

SECTION M--EVALUATION FACTORS FOR AWARD

M.1 AWARD DETERMINATION

Award will be made to that quoter (1) whose proposal is technically acceptable and (2) whose technical/cost relationship is the most advantageous to the Government. While cost is secondary to technical, it will be a factor in the award decision. The critical factor in making any cost/technical trade-off is not the spread between the technical scores, but rather what is the significance of that difference. The significance of the spread in scores will be determined on the basis of what that difference might mean in terms of performance and what it would cost the Government to take advantage of it. Awards may not necessarily be made to that offeror submitting the lowest offer. Also, award may not necessarily be made for technical capabilities that would appear to exceed those needed for the successful performance of the work. The Government reserves the right to make cost/technical trade-offs that are in the best interest and to the advantage of the Government.

Proposals will be rated to determine those offerors which are within the competitive range, price and other factors considered. Proposals should be submitted initially on the most favorable terms which the quoter can make to the Government. The Government reserves the right to reject any or all proposals or to make award without conducting discussions. Discussions (oral or written) may be conducted as appropriate with all offerors considered to be within the competitive range. For the purpose of this solicitation, discussion shall not be considered to have been initiated where the Government requests additional information supplementing or clarifying a proposal without materially changing it. Discussion shall be considered to be open negotiation with an quoter for the purpose of modifying or materially changing the proposal as submitted. Where discussions are held with one quoter within the competitive range, they will be held with all quoter within the competitive range.

Each proposal received will be carefully considered and all information submitted will be kept in strict confidence within legal constraints. This request for proposals does not commit the Government to pay any costs incurred in the preparation of the submission of proposals.

M.2 EVALUATION FACTORS

The quoter's technical and cost proposal will be evaluated according to the criteria specified in Section M, as outlined below. Evaluation of past performance will be conducted in accordance with FAR Subpart 15.3. The Government will make award to that Quoter, whose solicitation response is determined to be most advantageous to the Government, price and non-price factors combined.

For purposes of this solicitation, price and non-price factors will be evaluated approximately equally. No weight will be applied to price. Price is approximately equal in importance to the technical evaluation factors, when combined. As the difference between technical scoring decreases, price will increase in relative

Separate from pricing, each solicitation response's non-price factors will be evaluated using the following weighting and scoring as follows, based on a 100-point scale:

1. Past Performance – 50 Points

Subfactors:

- Quality of Workmanship – 20 Points
- Customer Satisfaction – 15 Points
- Timeliness of Performance – 15 Points

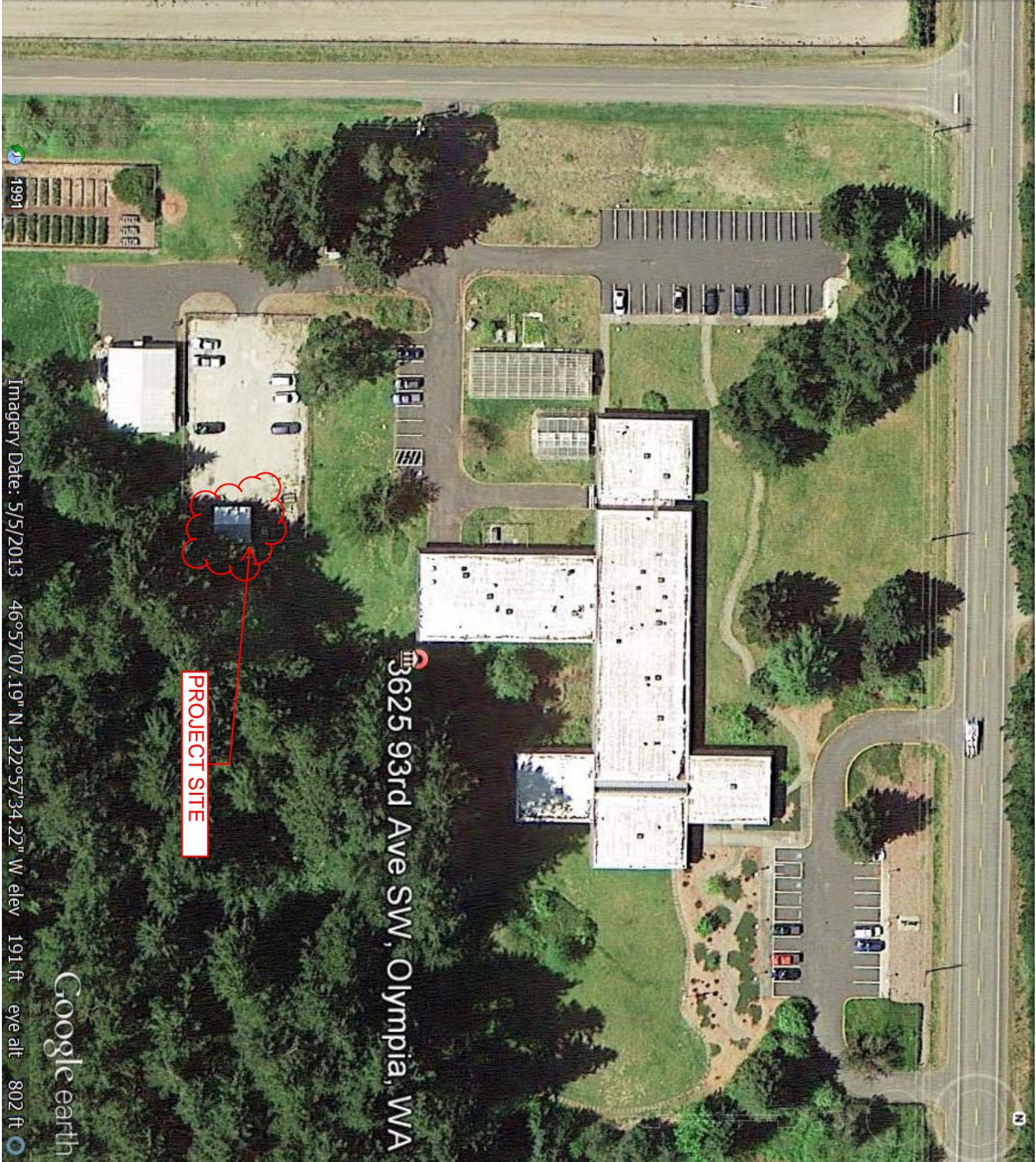
2. Experience of the Firm and Key Personnel – 40 Points

- Experience that is indicative of:
 - Relevant technical knowledge.
 - Ability to perform the work and availability of key personnel.
 - Business Performance Statement (i.e., relationships and cooperation with customers, coordination of subcontractors, identification and resolution of problems, and concern for customer interest).
 - Safety of employees and third parties.

3. Timeline – 10 Points

Realism of proposed completion schedule to meet proposed Contract Performance Period.

The following 3 pages are provided for the Quoter's use in submitting their references.



PROJECT SITE

3625 93rd Ave SW, Olympia, WA

Imagery Date: 5/5/2013 46°57'07.19" N 122°57'34.22" W elev 191 ft eye alt 802 ft

Google earth

1991