

Section C - Description/Specifications/Statement of Work

GENERAL SPECIFICATIONS

RUBY MTNS-JARBIDGE DIST. OFFICE CONCRETE ENTRANCE RAMP

1.1 SCOPE OF CONTRACT

- A. This project includes the construction of all items related to the replacement of a concrete accessible ramp for a public office building, and related sidewalk and wood porch stairway railing.
- B. The work consists of construction of a concrete ramp at an office building entrance meeting ADA requirements including demolition and removal of the old ramp, installation of a new ramp with metal railing, installation of adjacent weed barrier and landscaping rock, repair of damaged rock facing on the building, removal and replacement of concrete sidewalk panels, and the installation of wood railing on existing wood porch steps.

1.2 PROJECT LOCATION

- A. The project is located on the Ruby Mountains Ranger District of the Humboldt-Toiyabe National Forest, Elko County, Nevada. It is located at 140 Pacific Ave. (corner of Pacific Avenue and Humboldt Ave.) in the town of Wells, Nevada approximately 50 miles east of Elko, Nevada. The project may be accessed from Pacific Avenue..

1.3 SITE INFORMATION AND LIMITATIONS

- A. The following site conditions are considered incidental to the contract and the contractor will not be paid directly for any of the following items:
 - 1. Construction sites will be closed to the public during construction. The Forest Service will close the office to the public when access to the main door way is hindered by construction work or conditions.
 - 2. The Forest Service will have access to the building during construction but will use other doorways.
 - 3. Water and power is available at the site for construction purposes.
 - 4. The Contractor shall provide temporary toilet facilities (porta-potty) at the site during all construction work. The office is often locked and public restrooms will not always be available.

1.4 WORK CAMPS, STAGING AND STORAGE AREAS

- A. Areas for staging operations and storage of materials shall be approved by the CO. The Contractor must request in writing for approval from the CO to stage work trailers on site.
- B. No overnight camping will be allowed on site.

1.5 INSPECTION OF WORKSITE

- A. The contractor acknowledges they have taken the necessary steps to ascertain the nature and location of work, and have investigated and satisfied themselves as to the general and local conditions that can affect the work or its cost. Any failure of the contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from the responsibility of estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expenses to the government.

1.6 START DATE

- A. Estimated start date June 1, 2015

1.7 CONTRACT TIME

- A. Base Bid: 45 Calendar Days

1.8 SPECIFICATIONS

- A. See Section J for the list of drawings and attachments that are incorporated into this solicitation and any resultant contract.

1.9 Biobased Product Utilization

The Contractor must comply with the Agricultural Act of 2014; the Food, Conservation and Energy Act of 2008 (FCEA), 7 U.S.C. 8102; the Farm Security and Rural Investment Act of 2002 (FSRIA), 7 U.S.C. 8102; the Federal Acquisition Regulation; Executive Order (EO) 13514, "*Federal Leadership in Environmental, Energy and Economic Performance*," dated October 5, 2009; EO 13423, "*Strengthening Federal Environmental, Energy, and Transportation Management*," dated January 24, 2007; and Presidential Memorandum, "*Driving Innovation and Creating Jobs in Rural America through Biobased and Sustainable Product Procurement*," dated February 2012, to provide biobased products.

The Contractor shall utilize products and material made from biobased materials to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user. All supplies and materials shall be of a type and quality that conform to applicable Federal specifications and standards. All supplies and materials to be used in the performance of work described herein are subject to the approval of the Contracting Officer's Representative (COR).

The following is an example list of products that may be used in this contract for which biobased products are available. The list is not all inclusive. It is desirable that Contractors be able to supply the greatest number of biobased products listed meeting the health and environmental specifications.

- Concrete and Asphalt Release Fluids
- Hydraulic Fluid
- Diesel Fuel Additives
- 2-Cycle Engine Oil

Biobased products that are designated for preferred procurement under USDA's Biopreferred Program must meet the required minimum biobased content as stated in the USDA Final Rule available at www.biopreferred.gov. The Contractor should provide data for their biobased products such as biobased content and source of biobased material.

In addition to the biobased products designated by the U.S. Department of Agriculture in the Biopreferred Program, the Contractor is encouraged to use other commercially available biobased products.

Additionally, the winning Contractor on each anniversary date of the contract shall compile a complete list of biobased products, including the information above, purchased to carry out the contract requirements. The Contractor shall list volume to be used and total cost for each individual product. This information will be used for reporting purposes (see Section I, FAR Clause 52.223-2).

Within thirty (30) days of contract award, the Contractor shall submit an Operation Plan. This submittal will be approved by the COR in writing. The Contractor shall not commence work until this submittal is approved by the COR in writing. The Plan must be reviewed and updated annually, and as required by the COR. The Plan must contain and define the following elements:

- The Contractor's written policy stating its commitment to the use of biobased products, employee health and safety, and sound environmental management practices.
- Detail on how the Contractor intends to keep abreast of the development and increasing availability of designated and non-designated biobased products and how any new or improved products will be incorporated on an ongoing basis into contract performance.
- Proposed biobased construction products which must be selected in accordance with the criteria included above. At a minimum, the Plan must identify products by brand name for each of the product types.

NOTE: A Contractor may propose more than one product within a product category and/or propose a product or products addressing more than one product category.

- The product guides which define standard operating procedures for instructing staff in the proper use, storage, and disposal of biobased products; proper maintenance of equipment; and other procedures/instructions to accomplish work under this contract.

The Contractor shall provide data on the quantity and dollar values of biobased products used in this contract. The data shall be submitted to the COR quarterly.

A demonstration of proper use, an effective training program, and technical assistance are essential to the success of the purchase and use of some biobased products that may function differently than a conventional product.

PART I - THE SCHEDULE

SECTION E - INSPECTION AND ACCEPTANCE

CLAUSES INCORPORATED BY REFERENCE

52.246-12 Inspection of Construction (AUG 1996)

PART I - THE SCHEDULE

SECTION F - DELIVERIES OR PERFORMANCE

CLAUSES INCORPORATED BY REFERENCE

52.242-14 Suspension of Work (APR 1984)

CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within **10-calendar days** after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **45 Calendar Days-Estimated Start Date June 1, 2015.**

(End of clause)

PART I - THE SCHEDULE

SECTION H - SPECIAL CONTRACT REQUIREMENTS

Use of Premises

The Contractor shall comply with the regulations governing the operation of premises which are occupied and shall perform the contract in such a manner as not to interrupt or interfere with the conduct of Government business.

Fire Control

(a) *Contractor's Responsibility for Contractor-Caused Fires.* The Contractor, whether or not directed by the Forest Service, shall immediately extinguish, without expense to the Government, all fires on or in the vicinity of the project which are caused by Contractor's employees, whether set directly or indirectly as a result of Contractor operations. The Contractor may be held liable for all damages and costs of additional labor, subsistence, equipment, supplies, and transportation resulting from fires set or caused by the Contractor's employees or resulting from contract operations.

(b) *Other Fires.* For the purpose of fighting forest fires on or in the vicinity of the project which are not caused by the Contractor or the Contractor's employees, the Contractor when requested by the Contracting Officer shall place the employees and equipment temporarily at the disposal of the Forest Service. Payment for such services will be made by the Government at not less than the current rate for fire-fighting services established by the Forest Service in the area concerned.

Any employees and equipment furnished will be relieved from fire fighting as soon as the Forest Service finds that it is practicable to employ other labor and equipment adequate for the protection of the area.

An equitable adjustment in contract time may be made for this period.

(c) *Fire Protection Requirements - Fire Plan.* At all times during closed fire season period, as specified by State law, the Contractor shall comply with each of the following provisions to the extent applicable to the Contractor's operation under the contract.

(1) *Fire Tools.* The Contractor will provide for each employee in the contract area at least one approved handtool of a type appropriate in the contract area, such as shovel, pulaski, or ax. Tools required and furnished under (2) and (4) below, shall count toward fulfillment of the above requirement. Where additional tools, beyond those required under (2) and (4) below, are to be provided, the Contractor shall seal such tools in one or more boxes painted red and marked "Tools for Fire Only." All tools required herein shall be kept sharp and in good serviceable condition and maintained at locations to be designated by the Forest Service.

(2) *Fire Extinguishers and Tools on Mobile or Stationary Equipment.* Each unit of powered equipment used in connection with this contract, including automobiles, trucks, tractors, etc., shall be equipped with serviceable tools and fire extinguishers as follows:

One - fire extinguisher, dry chemical type of not less than 2-1/2 pound capacity with 4 BC or higher rating.

One - shovel, round point #0 lady or equal.

One - ax, 2 pounds or over, 26-inch minimum length, or one pulaski.

One - water container (at least 1-gallon capacity), not required with stationary equipment.

(3) *Spark Arresters.* Each internal combustion engine shall be provided with a spark arrester or spark arresting device approved by the Forest Service. Exceptions where the Forest Service may approve mufflers, or other equipment in lieu of spark arresters qualified and rated under Forest Service Standard 5100-1a are: (a) small multiposition engines, such as chain saws, shall meet Society of Automotive Engineers J335b standards; (b) passenger-carrying vehicles and light trucks may have baffle-type mufflers with tail pipe; (c) heavy-duty trucks may have a vertical stack exhaust system and muffler, provided the exhaust stack extends above the cab of the vehicle. An exhaust-driven turbocharger is considered to be a satisfactory spark arrester. Internal combustion engine exhaust systems, arresters, and other devices must be properly installed and maintained.

(4) *Powersaws.* For each powersaw used in connection with this contract, the following will be provided:

One - shovel, round point #0 lady or equal. Shovel must be immediately available for use.

One - Fire extinguisher, containing not less than 8 ounces of extinguisher fluid, or a dry chemical powder-type of not less than 1-pound capacity. The extinguisher must be immediately accessible to the saw operator at all times.

Any fueling or refueling of a powersaw shall only be done in an area which has first been cleared or is free of all material capable of carrying fire; powersaw shall be moved at least 10 feet from place of fueling before starting.

(5) *Blasting.* Fuse or prima cord shall not be used unless authorized in writing by the COR with special precautions stated.

(6) *Smoking.* Smoking shall not be permitted within the contract area except on surfaced or dirt roads, at landings, within closed vehicles, in camps, or at other posted places, and shall never be allowed while working or traveling on foot.

(7) *Storage of Petroleum and Other Highly Flammable Products.* Gasoline, oil, grease, or other highly flammable material will be stored either in a separate building used exclusively for such storage, or at a site where all combustible debris and vegetation is cleared away within a radius of 25 feet. Fire extinguishers and/or sand barrels may be required at such locations specified by the Forest Service when unusually hazardous conditions exist.

(8) *Debris Burning and Warming Fires.* Burning permits will be required for all debris burning fires. Lunch and warming fires may be allowed in fireproofed areas during periods of low fire danger if and as specified in the fire plan. Such fires must not be left burning unattended.

(9) *Precautions for Stoves.* Stovepipes on all temporary buildings, trailers, and tents using wood burning stoves, will be equipped with roof jacks and serviceable spark arresters of mesh with openings no larger than 5/8 inch.

All stovepipes, inside and out, will not be closer than 2 feet from any wood or other flammable material or 1 foot if the combustible material is protected by a metal or asbestos shield.

(10) *Welding.* Welding or use of cutting torches will be permitted only in areas that have been cleared or are free of all material capable of carrying fire. Flammable debris and vegetation must be removed from within a minimum of 10 feet radius of all welding and cutting torch operations. A shovel and a 5-gallon standard backpack water container (filled) with handpump attached, shall be immediately available for use in the event of a fire start.

(11) *Fire Plan.* Prior to initiating work on the contract area, during the closed fire season period, a fire prevention and suppression plan will usually be prepared. The Contractor and the Forest Service will jointly

prepare this plan. Such plan shall include a detailed list of men and equipment at the Contractor's disposal for implementing the plan. The fire plan shall also specify additional measures and/or special requirements, such as Hoot Owl restrictions, necessary during periods of critical fire weather conditions.

When Hoot Owl restrictions are invoked, the Forest Service may curtail or shut down all or portions of a Contractor's operations. The following requirements may be imposed:

(i) All high fire risk operations could be terminated at 1300 local time.

(ii) All burning could be stopped, including debris burning fires.

(iii) Patrolman may be required for a period of 2 hours after high fire risk operations and 1 hour after end of work shift. The Contractor shall provide the patrolman unless the contract is for equipment rental, in which case the Government will provide the patrolman.

(12) *Pump and Trailer.* The Contractor shall provide at a location satisfactory to the Contracting Officer, a serviceable truck or trailer, equipped with a fire fighting tanker unit to be kept ready for instant use for suppressing forest fires. The unit shall consist of a tank of not less than 100-gallon capacity upon which shall be mounted a live hose reel or live hose basket with 250 feet of at least ¾-inch I.D. heavy-duty rubber hose; a portable or power takeoff pump with discharge capacity of at least 10 gallons per minute at 150 P.S.I. pressure. Gear type pumps shall be provided with a bypass or pressure relief valve so that the hose nozzle may be shut while the pump is operating. Each tanker unit shall have a hose nozzle of the shut-off type, adjustable for straight stream, spray or fog, at least 12 feet of 1-inch suction hose with an intake screen, and additional 250 feet of ¾ – inch heavy-duty rubber hose or 1-inch cotton jacket rubber-lined or linen hose to be carried on the unit for use as needed. Tools, adapters, accessories and fuel necessary to operate the pump and truck or trailer shall be provided. If a trailer is used, a serviceable vehicle with proper trailer tow hitch shall be located at a point satisfactory to the Contracting Officer. Where water is available, a supply sufficient for rapidly filling the water tank shall be provided at one or more accessible points along or adjacent to the main truck roads.

(13) *Burning.* Before starting any open burning, the Contractor shall comply with the following:

(i) Submit a burning plan, subject to approval by the Contracting Officer, designed to minimize the impact on air quality and to lessen any fire damage.

(ii) Obtain a burning permit from the District Ranger.

(iii) Use weather forecasts as far as possible in scheduling burning for more favorable dispersal of smoke.

(iv) Fuel shall be reasonably free of dirt and piled to facilitate rapid and complete combustion. Piles shall be tended during burning operations to maintain combustion and to eliminate unnecessary smudges. Piles shall be patrolled during off-work hours to avoid wildfires.

(v) Unless fire season controls dictate otherwise, burning shall be scheduled, as far as practicable, for the most favorable conditions during the burning period.

(vi) Under certain atmospheric conditions, smoke accumulations may become excessive and in these cases, the Regional Forester may, at his/her discretion, prohibit all open burning for definite periods within specific areas of the National Forest.

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 compliance with reasonable and customary manufacturing and construction tolerances.

Incidental Payment Items

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

Barricades, Warning Signs, and Other Devices

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Roads closed to traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

The Contractor shall erect warning signs in advance to any place on the project where operations may interfere with the use of the road or trail by traffic and at all intermediate points where the new work crosses or coincides with an existing road or trail. All road barricades, warning signs, lights, temporary signals, flagmen and pilot car operators and equipment, and other protective devices, except for special devices, shall conform with Part VI of the Manual on Uniform Traffic Control Devices for Streets and Highways, published by the Federal Highway Administration and applicable safety codes.

Necessary warning signs and guards shall be posted during blasting operations to safeguard the public.

Weed-Free Equipment

In order to prevent the potential spread of noxious weeds into the project area, the Contractor shall be required to furnish the Contracting Officer with proof of weed-free equipment.

The following is considered proof of weed-free equipment:

The Contractor will be required to clean all construction equipment (equipment that operates off existing roads) prior to entry on the project area. This cleaning shall remove all dirt and plant parts and material that may carry noxious weed seeds into the project area. Only construction equipment inspected by the Contracting Officer will be allowed to operate within the project area. All subsequent move-ins of construction equipment shall be treated the same as the initial move-in.

Prior to initial move-in of all construction equipment, and all subsequent move-ins, the Contractor shall make equipment available for inspection at an agreed location.

Landscape Preservation

(a) The Contractor shall confine operations to within the clearing limits or other areas designated in contract documents, and prevent the depositing of rocks, excavated materials, stumps, or other debris outside of these limits. Material, which falls outside of these limits, shall be retrieved, disposed of, or incorporated in the work as directed by the Contracting Officer.

(b) Operation shall be scheduled and conducted to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, and impoundments (lakes, reservoirs, etc.).

Pollutants such as fuels, lubricants, bitumens, raw sewage, and other harmful materials shall not be discharged into or near rivers, streams, and impoundments or into natural or manmade channels leading thereto. Wash water or waste water from concrete or aggregate operations shall not be allowed to enter live streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.

Mechanized equipment shall not be operated in live streams without written approval by the Contracting Officer.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

- 52.204-13 System for Award Management Maintenance (JUL 2013)
- 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)
- 52.219-28 Post-Award Small Business Program Rerepresentation (JUL 2013)
- 52.222-3 Convict Labor (JUNE 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 (JULY 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 (APR 2015)
- 52.222-26 Equal Opportunity (APR 2015)
- 52.222-27 Affirmative Action Compliance Requirements for Construction (APR 2015)
- 52.222-36 Equal Opportunity for Workers With Disabilities.(Jul 2014)
- 52.222-50 Combating Trafficking in Persons (MAR 2015)
- 52.222-55 Minimum Wages Under Executive Order 13658.(DEC 2014)
- 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) Alternate I (JULY 1995)
- 52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2011)
- 52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (May 2008)
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- 52.225-13 Restrictions on Certain Foreign Purchases (JUNE 2008)
- 52.232-5 Payments Under Fixed-Price Construction Contracts (MAY 2014)
- 52.232-23 Assignment of Claims (MAY 2014)
- 52.232-27 Prompt Payment for Construction Contracts (MAY 2014)
- 52.232-33 Payment by Electronic Funds Transfer—System for Award Management (JUL 2013)
- 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)
- 52.233-1 Disputes (MAY 2014) Alternate I (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)
- 52.236-6 Superintendence by the Contractor (APR 1984)
- 52.236-7 Permits and Responsibilities (NOV 1991)
- 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) Alternate I (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 (APR 2015)
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) Alternate I (APR 1984)
52.253-1	Computer Generated Forms.(Jan 1991)
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)

CLAUSES INCORPORATED BY FULL TEXT

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 any article, material, or supply incorporated directly into construction materials.

"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 end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

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

"Domestic construction material" means--

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

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

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

(ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

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

(b) *Domestic preference.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison			
<u>Construction Material Description</u>	<u>Unit of Measure</u>	<u>Quantity</u>	<u>Price (Dollars)*</u>
<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).]*

(End of Clause)

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):

Federal Acquisition Regulations

<https://www.acquisition.gov/far>

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

Agriculture Acquisition Regulations

<http://www.dm.usda.gov/procurement/policy/agar.htm>

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

(End of Clause)

452.209-71 Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (FEB 2012) Alternate I (FEB 2012)

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

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

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

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

(End of Clause)

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 the comprehensive form of policy of at least \$500,000 per occurrence.

(c) *Automobile Liability.* The Contractor shall have automobile liability insurance written on the 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.

(End of Clause)

Order of Precedence - Construction

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

- (a) The Schedule (excluding the Specifications) (Sections A-H).
- (b) The representations and other instructions (Sections K and L).
- (c) Contract clauses (Section I).
- (d) Special Project Specifications.
- (e) General Specifications.
- (f) Drawings and Exhibits (Section J).

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

SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

The following attachments are a part of this solicitation and any resulting contract (see separate document(s)).

Attachment No.	Title	Date	No. of Pages
1	Wells Office Concrete Plans		5
2	Wage Determination NV140010 07/11/2014 NV10		6
*3	Past Performance Questionnaire		1

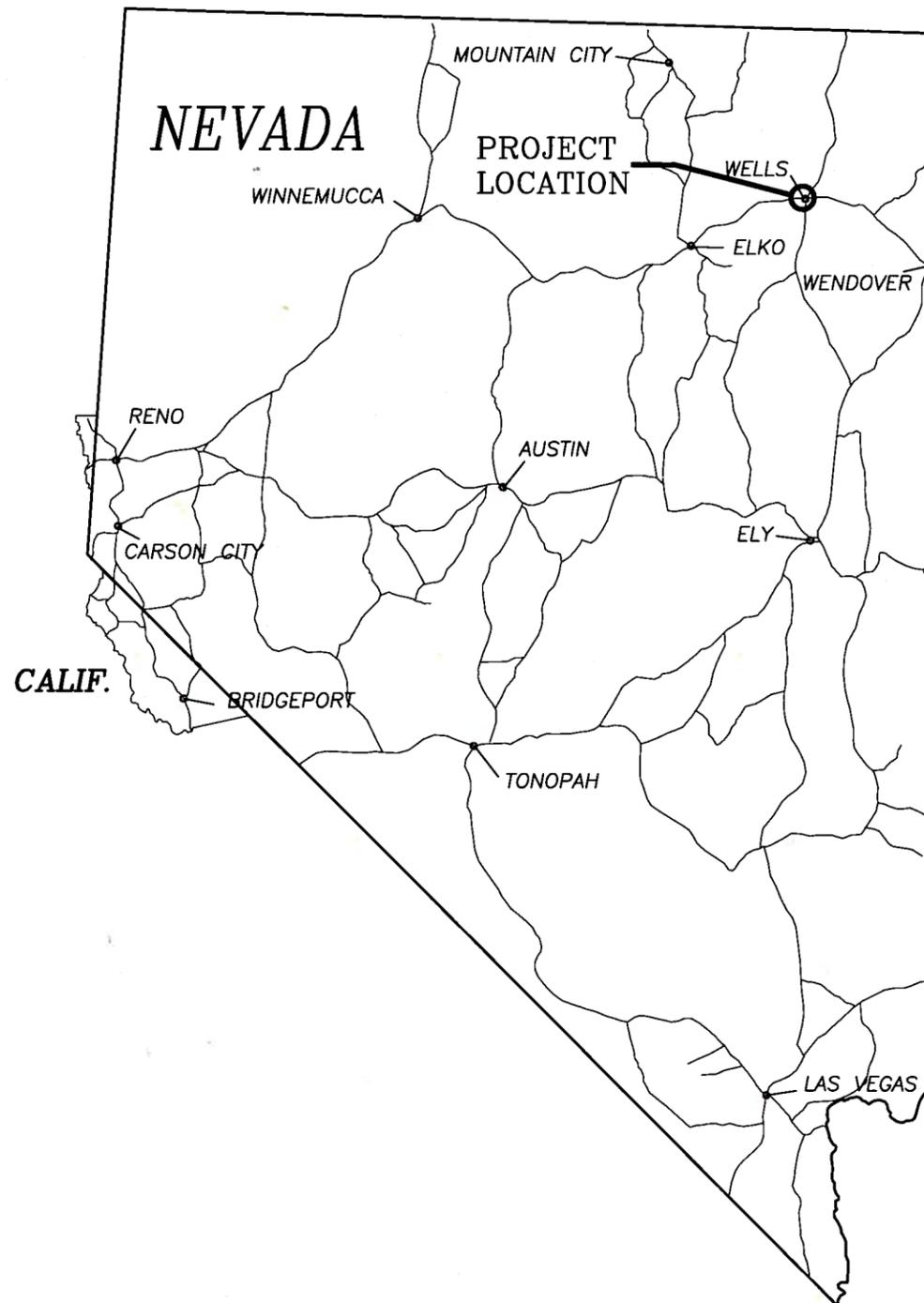
*Attachment will not be part of any resultant award.

RUBY MTNS. - JARBIDGE DIST. OFFICE

CONCRETE ENTRANCE RAMP

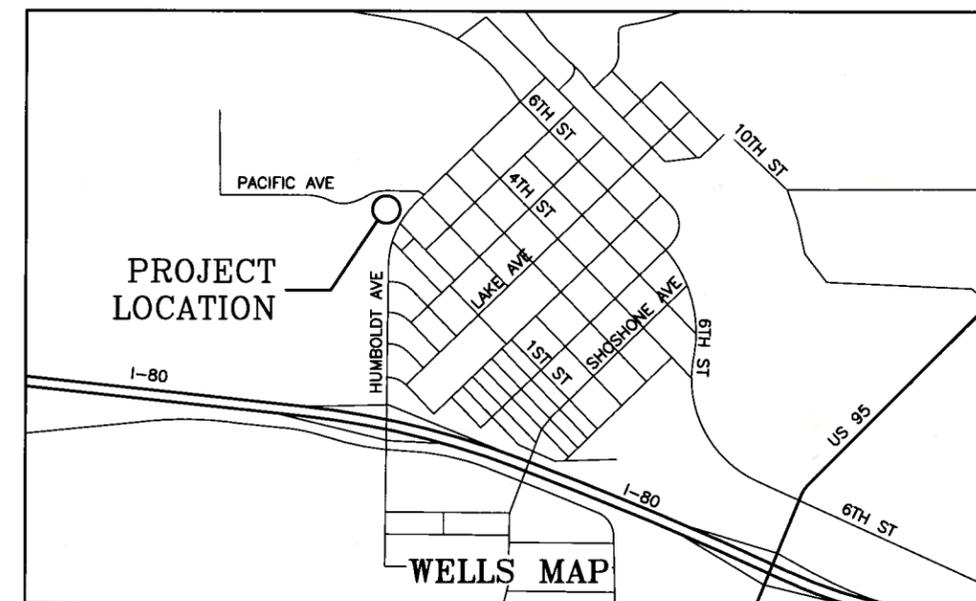
HUMBOLDT-TOIYABE NATIONAL FOREST
140 PACIFIC AVE.

WELLS, NEVADA



LIST OF DRAWINGS

SHI.	DWG.	SHEET TITLE
1		COVER SHEET
2	C1	DEMOLITION PLAN
3	C2	SITE PLAN
4	A1	RAMP PLAN AND ELEVATION
5	A2	RAMP SECTIONS



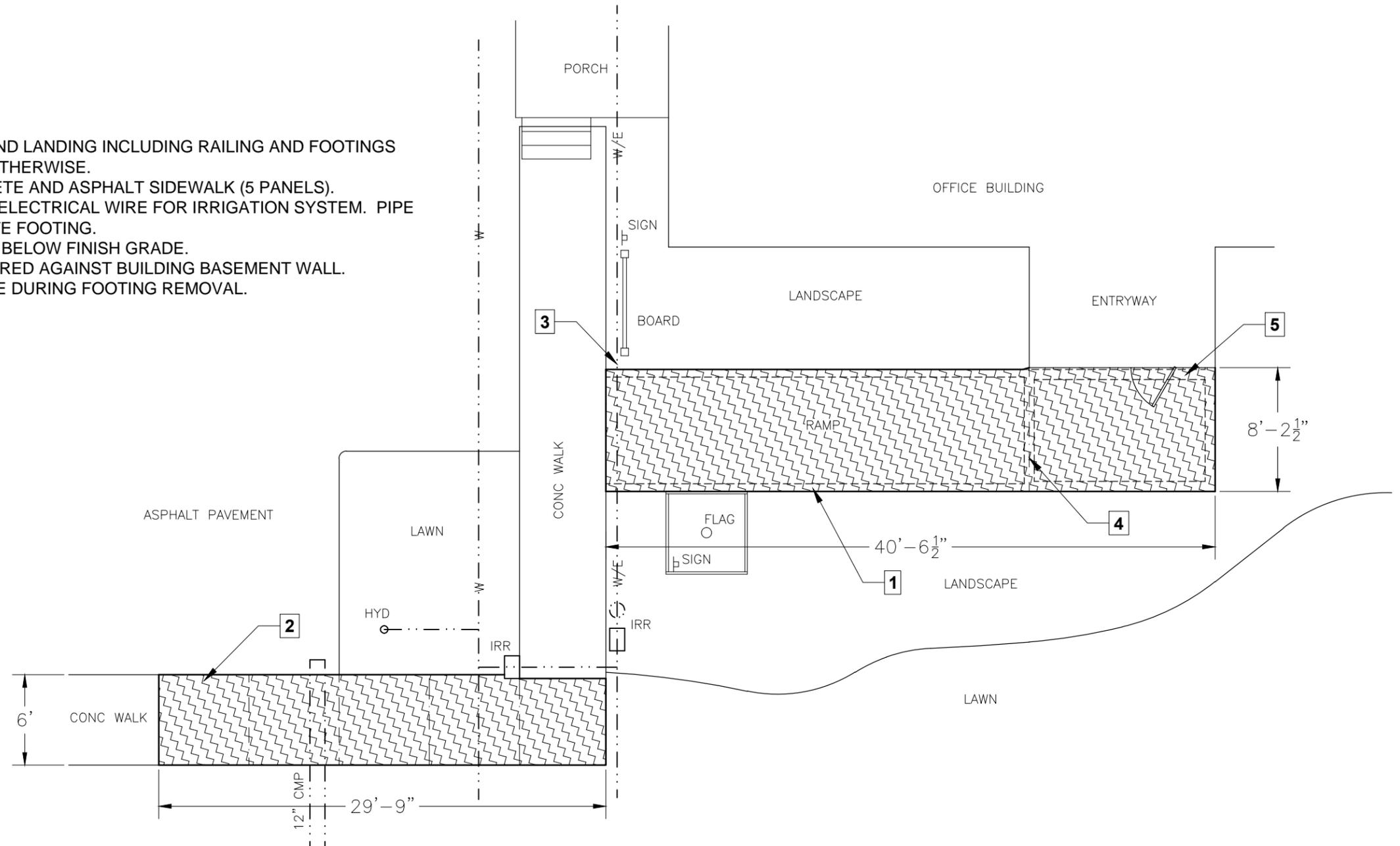
APPROVED

Kevin Walker 8/22/14

FOREST ENGINEER DATE

KEY NOTES:

1. REMOVE APPROXIMATELY 325 SF RAMP AND LANDING INCLUDING RAILING AND FOOTINGS TO 18" BELOW GROUND UNLESS NOTED OTHERWISE.
2. REMOVE APPROXIMATELY 180 SF CONCRETE AND ASPHALT SIDEWALK (5 PANELS).
3. DO NOT DISTURB PIPE AND DIRECT BURY ELECTRICAL WIRE FOR IRRIGATION SYSTEM. PIPE AND WIRE MAY PASS THROUGH CONCRETE FOOTING.
4. REMOVE INTERNAL FOOTING WALL TO 18" BELOW FINISH GRADE.
5. FOOTING UNDER LANDING SLAB WAS POURED AGAINST BUILDING BASEMENT WALL. PROTECT BASEMENT WALL FROM DAMAGE DURING FOOTING REMOVAL.



NOTES:

1. DEMOLITION MATERIALS ARE TO BE REMOVED FROM SITE AND DISPOSED OF IN ACCORDANCE WITH LOCAL REGULATIONS.
2. CONTRACTOR IS RESPONSIBLE FOR CONTACTING UNDERGROUND SERVICE ALERT PRIOR TO ANY EXCAVATION.
3. VERIFY LOCATION OF AND PROTECT ON-SITE UTILITIES AND IRRIGATION LINES. LOCATIONS SHOWN ARE APPROXIMATE ONLY. REPAIR ANY DAMAGE CAUSED TO SUCH UTILITY AND IRRIGATION LINES.
4. OFFICE WILL BE CLOSED TO THE PUBLIC DURING DEMOLITION AND CONSTRUCTION OF THE RAMP. THE MAXIMUM TIME OF CLOSURE WILL BE 2 WEEKS. ANCILLARY WORK NOT ENDANGERING THE PUBLIC CAN TAKE PLACE PRIOR TO OR FOLLOWING THE CLOSURE WITH THE PRIOR APPROVAL OF THE CONTRACTING OFFICER.
5. CONCRETE FOOTINGS ARE TO BE REMOVED TO AT LEAST 18" BELOW GROUND EXCEPT WHERE ADDITIONAL REMOVAL IS REQUIRED TO PROVIDE CLEARANCE FOR NEW CONSTRUCTION.
6. SALVAGE LANDSCAPE ROCK AND OTHER SITE MATERIALS REMOVED TO FACILITATE DEMOLITION AND CONSTRUCTION. REINSTALL UPON COMPLETION.

1 DEMOLITION PLAN

Scale: 1/8" = 1'

DESIGN	BY: K. CARNES	DATE
DRAWING	CHECK: P. FLEISCHMANN	
APPROVED	BY: K. CARNES	
	CHECK: P. FLEISCHMANN	
	FOREST ENGINEER	

**RUBY MTNS-JARBIDGE DIST OFFICE
CONCRETE ENTRANCE RAMP**
DEMOLITION PLAN

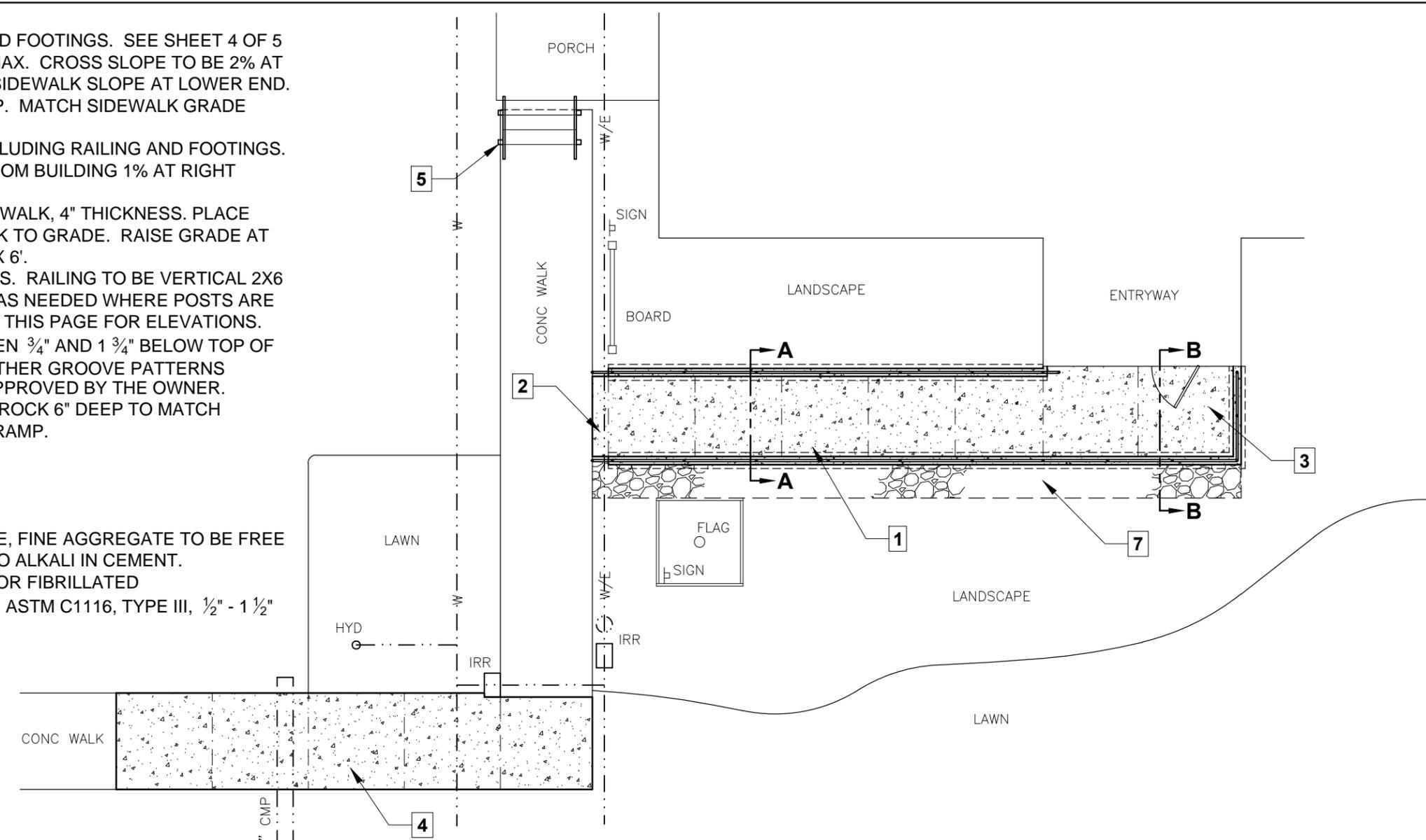
PROJECT No.	
DRAWING	C1
SHEET	2
PAGE	5

KEY NOTES:

1. CONSTRUCT 135 SF RAMP INCLUDING RAILING AND FOOTINGS. SEE SHEET 4 OF 5 FOR DETAILS. RAMP SLOPE TO BE 1" PER FOOT MAX. CROSS SLOPE TO BE 2% AT THE TOP OF RAMP TRANSITIONING TO EXISTING SIDEWALK SLOPE AT LOWER END.
2. PLACE 4" THICK SIDEWALK CONNECTION TO RAMP. MATCH SIDEWALK GRADE AND RISE 2% TO MATCH END OF RAMP.
3. CONSTRUCT APPROXIMATELY 70 SF LANDING INCLUDING RAILING AND FOOTINGS. SEE SHEET 4 OF 5 FOR DETAILS. SLOPE AWAY FROM BUILDING 1% AT RIGHT EDGE AND 2% AT TOP OF RAMP.
4. INSTALL APPROXIMATELY 180 SF CONCRETE SIDEWALK, 4" THICKNESS. PLACE AND COMPACT AGGREGATE BASE TO BRING WALK TO GRADE. RAISE GRADE AT CULVERT 2". CUT IN CONTROL JOINTS AT APPROX 6'.
5. CONSTRUCT REDWOOD RAILING ON PORCH STEPS. RAILING TO BE VERTICAL 2X6 MOUNTED ON 4X4 POSTS. ADD SPACER BLOCKS AS NEEDED WHERE POSTS ARE BOLTED TO STAIRWAY STRINGERS. SEE DETAIL 2 THIS PAGE FOR ELEVATIONS.
6. GROOVE RAILING BOTH SIDES 5/16" DEEP BETWEEN 3/4" AND 1 3/4" BELOW TOP OF RAILING. CHAMFER UPPER GROOVE EDGE 1/4". OTHER GROOVE PATTERNS MEETING SECTION 1012.3.2 OF THE IBC MAY BE APPROVED BY THE OWNER.
7. PLACE APPROX 80 SF WEED BARRIER AND RIVER ROCK 6" DEEP TO MATCH ADJACENT LANDSCAPING IN AREA OF REMOVED RAMP.

CONCRETE SPECIFICATIONS:

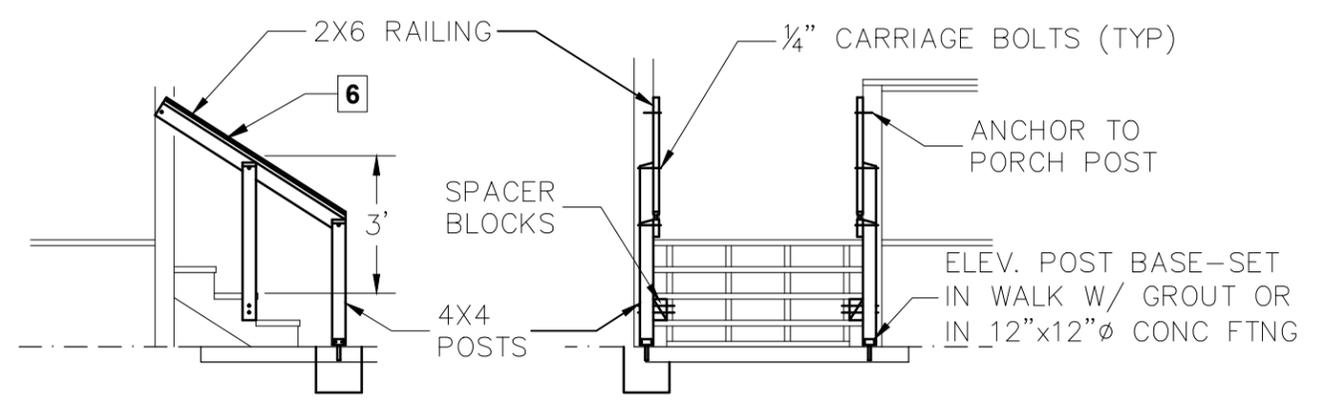
1. CEMENT: ASTM C150, TYPE II.
2. AGGREGATE: 3/4" MAXIMUM COARSE AGGREGATE, FINE AGGREGATE TO BE FREE OF MATERIALS WITH DELETERIOUS REACTIVITY TO ALKALI IN CEMENT.
3. SYNTHETIC FIBER: "FIBERMESH" MONOFILAMENT OR FIBRILLATED POLYPROPYLENE FIBERS FOR USE IN CONCRETE, ASTM C1116, TYPE III, 1/2" - 1 1/2" LONG.
4. COMPRESSIVE STRENGTH: 3000 PSI AT 28 DAYS.
5. MAX WATER/CEMENT RATIO: 0.50.
6. SLUMP: BETWEEN 3" AND 5".
7. AIR CONTENT: BETWEEN 4% AND 6%.
8. SYNTHETIC FIBER: 1 LB/CY MIN.



1 SITE PLAN
Scale: 1/8" = 1'

NOTES:

1. CONCRETE JOINTS AND EDGES ARE TO BE FINISHED WITH A 1/4" RADIUS EDGING TOOL. ALL JOINTS ARE TO BE FORMED - SAWCUT JOINTS WILL NOT BE ALLOWED.
2. ALL FLATWORK EDGES ARE TO BE FORMED USING RIGID MATERIALS. BACKFILL AGAINST EXPOSED EDGES ONCE FORMWORK IS REMOVED.
3. FINISHES: ALL FLATWORK SURFACES ARE TO BE FINISHED WITH A MEDIUM BROOM SURFACE. ALL OTHER TOP SURFACES TO BE FINE BROOM FINISH. EXPOSED VERTICAL SURFACES ARE TO HAVE A RUBBED FINISH TO ELIMINATE MINOR FORM MARKINGS. ADD GROUT AS NECESSARY TO FILL IN TIE HOLES AND OTHER IMPERFECTIONS.
4. SIDEWALKS AND OTHER FLATWORK ARE TO BE PROTECTED FROM VEHICULAR TRAFFIC FOR 7 DAYS AND PEDESTRIAN TRAFFIC FOR 48 HOURS.
5. PROTECT CONCRETE FROM FREEZING.
6. CONCRETE WILL BE TESTED FOR STRENGTH, AIR CONTENT, TEMPERATURE AND SLUMP AT THE CONTRACTOR'S EXPENSE. ONE TEST PER TRUCK WILL BE REQUIRED.

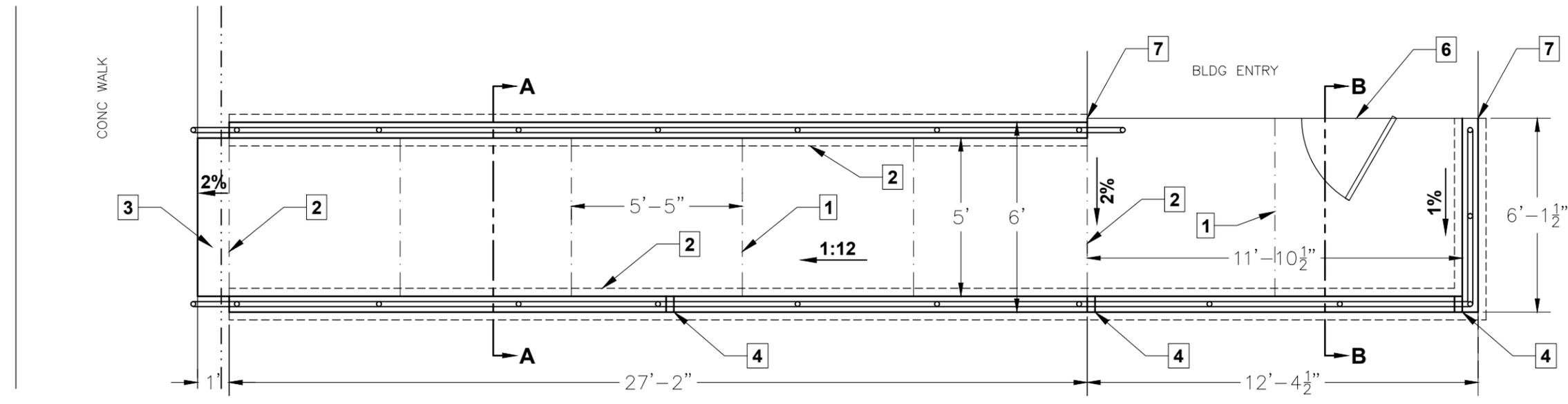


2 PORCH RAILING ELEVATIONS
Scale: 1/4" = 1'

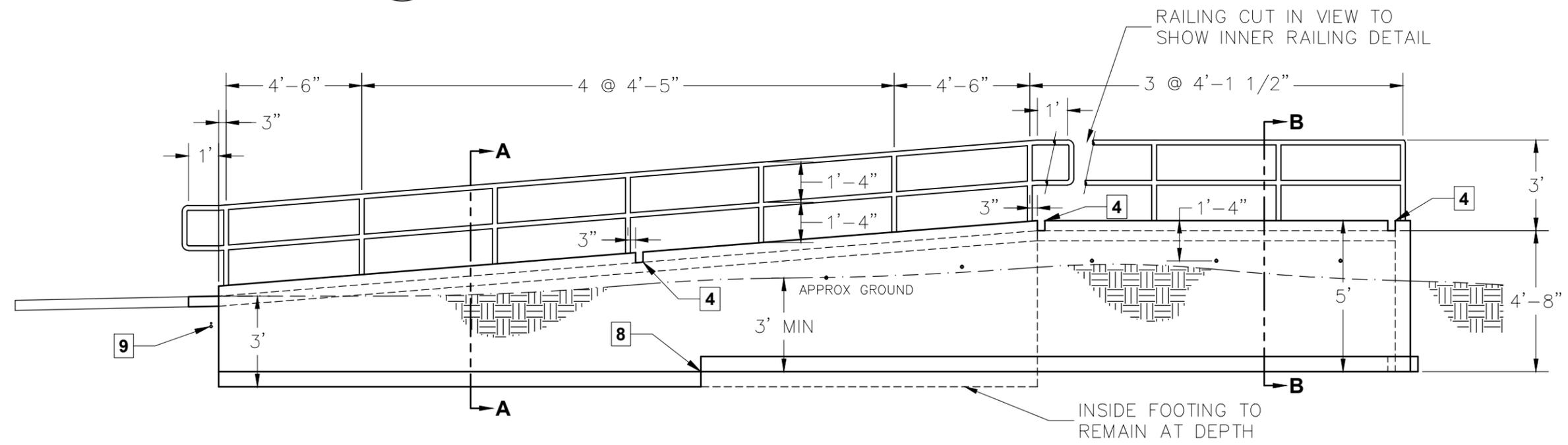
U. S. Department of Agriculture
FOREST SERVICE
 Intermountain Region 4
 HUMBOLDT-TOiyabe NATIONAL FOREST
 FOREST SERVICE
 U.S. DEPARTMENT OF AGRICULTURE

BY: K. CARNES	CHECK: P. FLEISCHMANN	DESIGN
BY: K. CARNES	CHECK: P. FLEISCHMANN	DRAWING
APPROVED: FOREST ENGINEER	DATE	

RUBY MTNS-JARBIDGE DIST OFFICE
CONCRETE ENTRANCE RAMP
 PROJECT No. C2
 SHEET 3 p. 5
 SITE PLAN
 WellsOfficeConcrete_Plans



1 RAMP PLAN VIEW
Scale: 1/4" = 1'



2 RAMP FRONT ELEVATION
Scale: 1/4" = 1'

KEY NOTES:

1. CONSTRUCT 5 CONTROL JOINTS AT APPROX. 65" ALONG RAMP AND AT MIDDLE OF LANDING. JOINTS TO BE CUT AND EDGED WHILE CONCRETE IS WORKABLE. SAWCUT JOINTS WILL NOT BE ALLOWED.
2. INSTALL EXPANSION JOINTS AT THE TOP AND BOTTOM OF RAMP AND BETWEEN ALL WALLS AND FLATWORK SURFACES.
3. PLACE 4" SIDEWALK CONNECTION PANEL AT BOTTOM OF RAMP SLOPED 2% TO SIDEWALK.
4. PROVIDE 3" WIDE SLOT IN WALL FLUSH WITH RAMP FOR DRAINAGE AT 3 LOCATIONS.
5. PLACE 3/4" Ø WEEPHOLES 16" BELOW TOP OF WALL. LOCATE MIDWAY BETWEEN RAILING POSTS. NOT REQUIRED WHERE HOLE WOULD EXIT BELOW GROUND SURFACE.
6. SET PAD ELEVATION ALONG WALL FLUSH WITH EDGE OF DOOR THRESHOLD.
7. REPAIR AND GROUT ROCK FACING AT CORNERS OF ENTRY WHERE DAMAGED BY RAMP EXPANSION. PLACE EXPANSION JOINT MATERIAL AGAINST WALL AND ON TOP OF BUILDING FOOTING WHERE IN CONTACT WITH RAMP WALLS.
8. FOOTING MAY BE STEPPED WHERE GROUND SURFACE ALLOWS 36" MIN COVER. VERIFY DEPTH PRIOR TO CONSTRUCTION AND ADJUST FOOTING DEPTH AS NEEDED.
9. LOCATE AND PROTECT IRRIGATION WATER AND ELECTRICAL LINES NEAR LOWER END OF RAMP. IF LINES ARE LOCATED WITHIN FOOTING, PLACE INSIDE CONDUIT THROUGH FOOTING WALLS.

U. S. Department of Agriculture
FOREST SERVICE
Intermountain Region 4 Engineering
HUMBOLDT-TOiyabe NATIONAL FOREST

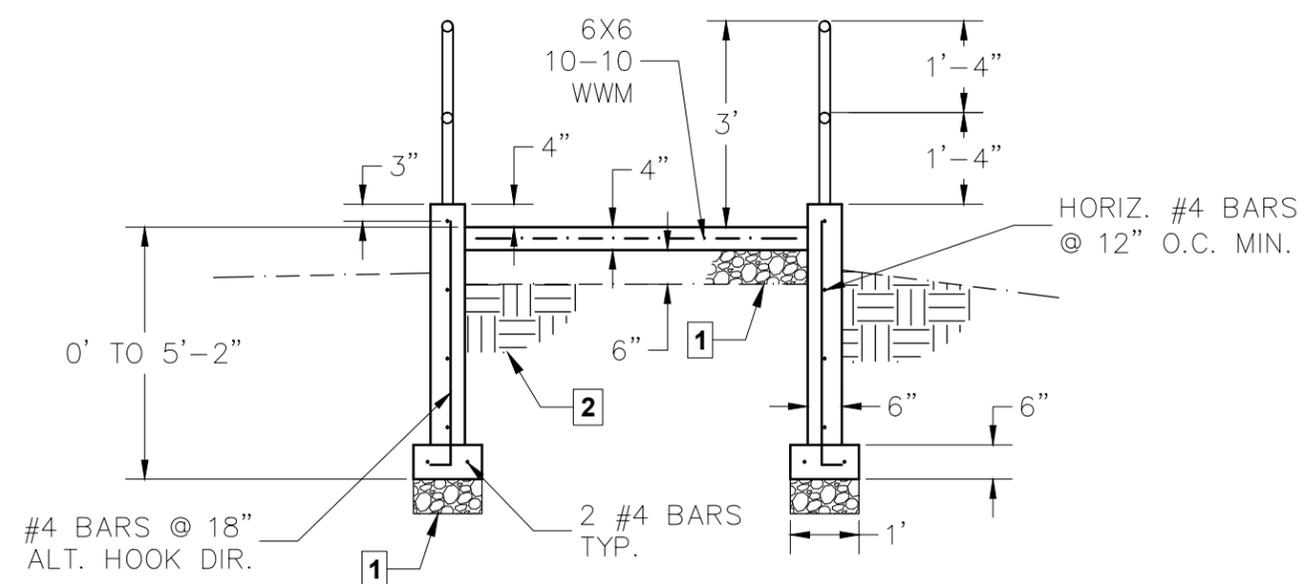
DESIGN	BY: K. CARNES	CHECK: P. FLEISCHMANN	DATE
DRAWING	BY: K. CARNES	CHECK: P. FLEISCHMANN	
APPROVED: _____ FOREST ENGINEER			

RUBY MTNS-JARBIDGE DIST OFFICE

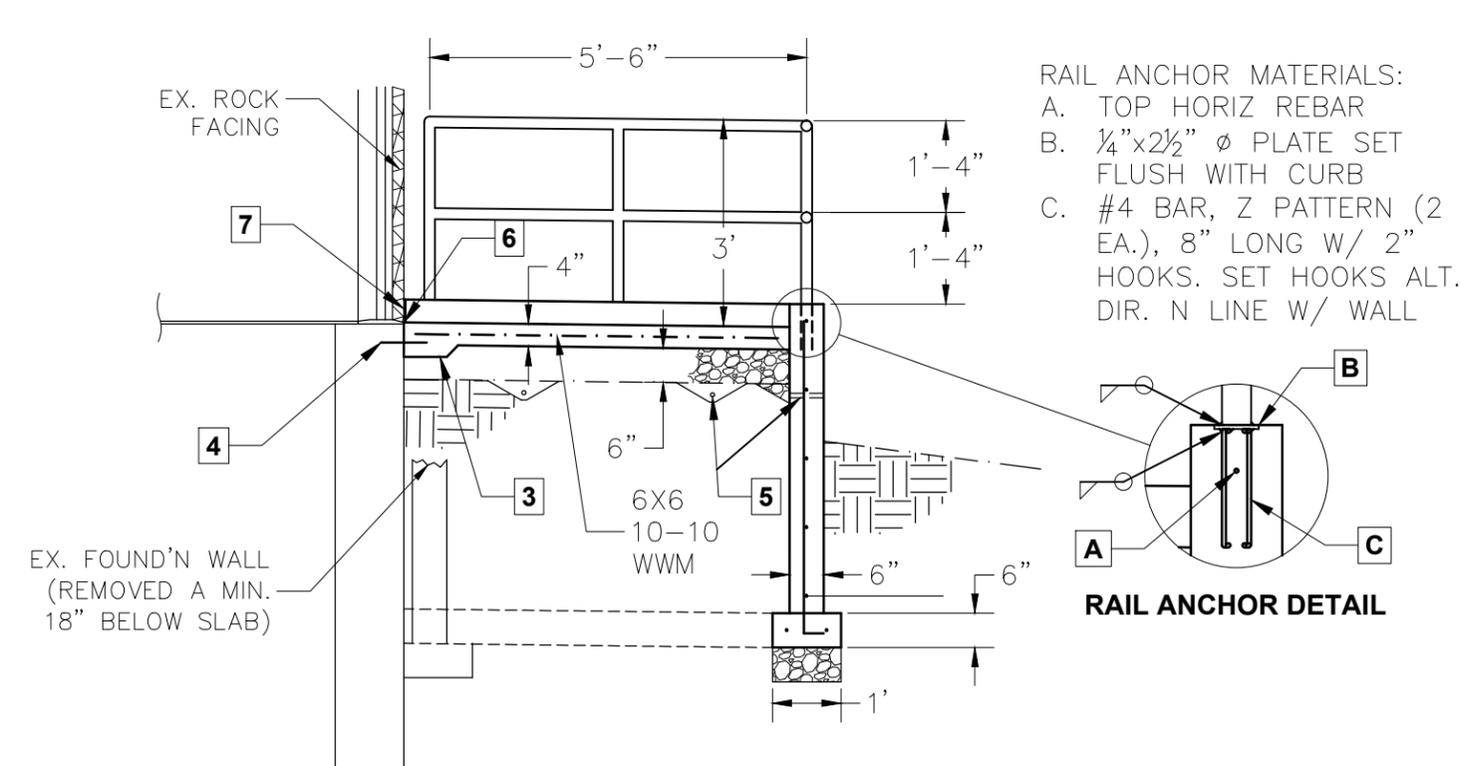
CONCRETE ENTRANCE RAMP

RAMP PLAN AND ELEVATION

PROJECT No. _____
DRAWING **A1**
SHEET **4** p. **5**



1 TYP. RAMP SECTION A-A
Scale: 3/8" = 1'



2 LANDING SECTION B-B
Scale: 3/8" = 1'

KEY NOTES (DETAIL 1):

1. PLACE 6" AGGREGATE BASE MATERIAL COMPACTED TO 95% MDD. MATERIAL TO BE APPROVED BY THE CONTRACTING OFFICER.
2. COMPACT BACKFILL UNDER RAMP TO 95% MDD. COMPACT BACKFILL OUTSIDE RAMP TO 85%. BACKFILL TO BE FREE OF ROCKS OVER 6" DIA.

KEY NOTES (DETAIL 2):

3. THICKEN EDGE OF LANDING ALONG BUILDING WALL TO 6" MIN FOR 8" WIDE.
4. PLACE AND GROUT 8" LONG #4 BARS INTO BUILDING FOUNDATION TO A DEPTH OF 4".
5. PLACE 3/4" Ø WEEPHOLES 16" BELOW TOP OF WALL. LOCATE MIDWAY BETWEEN RAILING POSTS. NOT REQUIRED WHERE HOLE WOULD EXIT BELOW GROUND SURFACE. DEPRESS BASE MATERIAL SURROUNDING WEEPHOLE ENTRANCE.
6. SET PAD ELEVATION ALONG WALL FLUSH WITH BOTTOM EDGE OF DOOR THRESHOLD.
7. REPAIR AND GROUT ROCK FACING AT CORNERS OF ENTRY WHERE DAMAGED BY RAMP EXPANSION. PLACE EXPANSION JOINT MATERIAL AGAINST WALL AND ON TOP OF BUILDING FOOTING WHERE IN CONTACT WITH RAMP WALLS.

NOTES:

1. CONCRETE JOINTS AND EDGES ARE TO BE FINISHED WITH A 1/4" RADIUS EDGING TOOL. ALL JOINTS ARE TO BE FORMED - SAWCUT JOINTS WILL NOT BE ALLOWED.
2. ALL FLATWORK SURFACES ARE TO BE FINISHED WITH A MEDIUM BROOM SURFACE. ALL OTHER TOP SURFACES TO BE FINE BROOM FINISH. EXPOSED VERTICAL SURFACES ARE TO HAVE A RUBBED FINISH TO ELIMINATE MINOR FORM MARKINGS. ADD GROUT AS NECESSARY TO FILL IN TIE HOLES AND OTHER IMPERFECTIONS.
3. PROTECT CONCRETE FROM FREEZING.
4. RAILING TO BE CONSTRUCTED OF 1-1/2" SCHEDULE 40 A-53 BLACK IRON PIPE. WELD ALL JOINTS ALL AROUND AND GRIND SMOOTH. CLEAN AND REMOVE ALL SURFACE RUST BEFORE COATING WITH 2 COATS PRIMER AND 2 COATS DARK BROWN PAINT. PAINT COLOR TO BE APPROVED BY CONTRACTING OFFICER.
5. ALTERNATE RAIL ANCHORING METHODS USING PRE-FABRICATED MATERIALS MAY BE USED WITH PRIOR APPROVAL OF THE CONTRACTING OFFICER.

General Decision Number: NV150010 03/13/2015 NV10

Superseded General Decision Number: NV20140010

State: Nevada

Construction Type: Building

County: Elko County in Nevada.

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

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/09/2015
2	02/06/2015
3	03/13/2015

ASBE0069-004 02/01/2014

	Rates	Fringes
ASBESTOS WORKER.....	\$ 29.49	13.64

CARP0971-006 07/01/2014

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 27.54	12.73

ZONE PAY:

ZONE 1: All work within 50 road miles of either Carson City Courthouse or Washoe County Courthouse shall be considered a Free Zone.

ZONE 2: All work within 50 to 150 road miles of the Washoe County Courthouse shall receive \$3.00 additional per hour.

ZONE 3: All work within 150 to 300 road miles of the Washoe County Courthouse shall receive \$4.00 additional per hour.

ZONE 4: Any work performed in excess of 300 road miles of the Washoe County Courthouse shall receive \$5.00 additional per hour.

ELEC0401-001 11/01/2014

	Rates	Fringes
ELECTRICIAN.....	\$ 37.50	15.14

ZONE PAY: Shall be measured in air miles from the Washoe County Courthouse
 Zone 1 - 0 to 70 miles \$0.00 Per Hour
 Zone 2 - 72 to 90 miles \$6.00 Per Hour
 Zone 3 - 91 miles and over \$8.00 Per Hour

ENGI0003-022 07/01/2013

	Rates	Fringes
OPERATOR: Power Equipment		
(03) Forklift under 20 ft and Skid Loader/Bobcat.....	\$ 29.82	17.72
(04) Forklift 20 ft and over.....	\$ 30.56	17.72
(06) Base Roller Ride Along.....	\$ 31.03	17.72
(08) Loader up to and including 2-1/2 cu. yds. and Scraper.....	\$ 31.87	17.72
(09) Mechanic and Backhoe Loader Combo.....	\$ 32.19	17.72
(10) Loader over 2-1/2 cu. yds. up to and including 4 cu. yds).....	\$ 32.54	17.72
(11) Loader over 4 cu. yds. up to and including 12 cu. yds.....	\$ 32.97	17.72
(11a) Loader over 12 cu.yds.....	\$ 34.61	17.72

ZONE PAY:

Zone 1: All work within 50 road miles of Carson City Courthouse of Washoe County Courthouse shall be considered a Free Zone.

Zone 2: All work 50 to 150 road miles from Washoe County Courthouse shall receive \$2.00 additional per hour.

Zone 3: All work 150 to 300 road miles from Washoe County Courthouse shall receive \$3.00 additional per hour.

Zone 4: All work over 300 road miles from Washoe County Courthouse shall receive \$4.00 additional per hour.

IRON0027-012 07/01/2013

	Rates	Fringes
IRONWORKER: Reinforcing and		

Structural.....\$ 41.19 17.10

LABO0169-011 10/01/2013

	Rates	Fringes
LABORER		
(0) Landscape.....	\$ 17.74	8.67
(1A) Flagger.....	\$ 20.03	8.67
(2) Sandblaster.....	\$ 23.00	8.67
(3) Asphalt Shoveler, Concrete Saw, Concrete Vibrator, Form Stripping, Jackhammer, Mason Tender - Cement/Concrete, Plaster Tender, Trencher Hand Guided.....	\$ 23.15	8.67
(4) Asphalt Dumpman, Pipelayer.....	\$ 23.40	8.67

PAIN0567-003 01/01/2015

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 22.41	11.13
Spray.....	\$ 23.26	11.13

* PLUM0350-007 02/01/2015

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 30.88	11.51

SHEE0026-002 08/01/2013

	Rates	Fringes
SHEET METAL WORKER (Excluding Metal Roof Installation).....	\$ 28.63	19.14

SUNV2007-007 08/09/2007

	Rates	Fringes
CARPENTER (Excluding Form Work).....	\$ 24.42	1.68
CEMENT MASON/CONCRETE FINISHER...	\$ 22.28	9.23
LABORER: Common or General.....	\$ 16.35	4.63
LABORER: Mason Tender - Brick...	\$ 22.10	0.00
ROOFER, Excludes Installation of Metal Roofs.....	\$ 21.60	0.00
SHEET METAL WORKER (Metal Roof Only).....	\$ 21.17	8.35

TRUCK DRIVER: Dump Truck.....\$ 29.82 0.00

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION

PART IV - REPRESENTATIONS AND INSTRUCTIONS

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

52.204-8 -- Annual Representations and Certifications. (Dec 2014)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 238110.

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

(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.
- (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 solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

[Contracting Officer check as appropriate.]

___ (i) 52.204-17, Ownership or Control of Offeror.

___ (ii) 52.222-18, 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.

(End of Provision)

(Contractor is required to fill this form out and return along with any quote submitted for this solicitation)

AGAR 452.209-70 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction (Deviation 2012-01) (FEB 2012) Alternate I (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.

(End of provision)

Name of Company: _____

Name of Company Representative: _____

Signature of Representative: _____

Date: _____

PART IV - REPRESENTATIONS AND INSTRUCTIONS

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

PROVISIONS INCORPORATED BY REFERENCE

52.204-7 System for Award Management (JUL 2013)

PROVISIONS INCORPORATED BY FULL TEXT

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: **208-373-4197**.

(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 timeliness, 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.

(End of Provision)

52.216-1 Type of Contract (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of Provision)

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

(a)

- (1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.
- (2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)

- (1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.
- (2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of Provision)

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	Goals for female participation for each trade
<u>9.2%</u>	<u>6.9%</u>

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 Elko County, Wells, NV

(End of Provision)

52.236-27 -- Site Visit (Construction) (Feb 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: Kevin Carnes

Address: Mountain City RD-Humboldt-Toiyab NF

2035 Last Chance Rd, Elko NV 89801

Telephone: O: (775)778-6142 C:775-397-4176

(End of provision)

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):

Federal Acquisition Regulations

<https://www.acquisition.gov/far>

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

Agriculture Acquisition Regulations

<http://www.dm.usda.gov/procurement/policy/agar.htm>

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

(End of provision)

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.

(End of provision)

Evaluation Proposal Instructions

Proposals shall be submitted in two parts - a technical proposal and a price proposal. Each part shall be separate and complete in itself so that evaluation of one may be accomplished independently of the other. The price proposal shall be submitted with the signed Return This Copy packet, no cost/pricing breakdown is required. The technical proposal must not contain reference to cost.

Evaluation Proposal.

1. Relevant Past Performance – Offerors shall submit relevant past performance information for their firm and any proposed major subcontractors performing more than 20% of the work. Performance information may be obtained from references provided.

The offeror shall submit a list of all **relevant projects** completed during the past **two** years and all contracts and subcontracts in progress. The list should include, but is not limited to, contracts and subcontracts similar in nature and complexity to that required by this solicitation. Include contracts with the Federal Government, agencies of state, and local governments, and commercial customers.

2. Price: A firm's completion and submission of Standard Form 18 marked Return This Copy constitutes the fulfillment of the Government's price proposal requirements under this solicitation.

Evaluation Factors for Award

Award Determination

Award of the Request for Quotations will be made to the responsible Offeror who's quote is the most advantageous to the Government, price and other factors considered.

Evaluation of Quotes

The Government will use Offerors submitted information for evaluation of relevant past performance, and price, when combined all being of equal importance. If Offeror does not provide ALL of the required information offeror will not be evaluated.

1. Relevant Past Performance - Quality of workmanship, timeliness, number of warranty claims, and experience with formed concrete construction.

2. Price

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION M - EVALUATION FACTORS FOR AWARD

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.

(End of provision)

Attachment #3

PAST PERFORMANCE QUESTIONNAIRE

The offeror shall list similar experience of recent work performed: (within the past 2 years, you can put more than three contracts, just add an additional sheet)

Contract or Purchase Order Number	Type of Work	Contracting Agency or Employer	Contract \$ Amount/Total Units (Acres, Miles)	Completion Date	Contact Name	Phone Number	Email Address