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**REGION 4 UTAH ACQUISITION SUPPORT CENTER INSTRUCTIONAL COVER SHEET**

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ISSUING OFFICE: U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
UTAH ACQUISITION SUPPORT CENTER  
2222 WEST 2300 SOUTH  
SALT LAKE CITY, UT 84119  
FAX (801) 975-3483

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SOLICITATION NO.: **AG-84N8-S-15-0112**

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OFFERS ARE SOLICITED FOR: **ESCALANTE TREE COOLER ROOF REMOVAL & INSTALLATION, (DIXIE NAT'L FOREST)**  
**This project is set aside 100% for Small Business**

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**IMPORTANT – NOTICE TO OFFEROR:**

**AT A MINIMUM, OFFEROR SHALL SUBMIT THE FOLLOWING DOCUMENTS BACK WITH THEIR RESPONSE TO THIS SOLICITATION:**

One (1) Original Set containing the following:

1. SF-1442 – SOLICITATION, OFFER AND AWARD (Complete, Date, and Sign)
2. Part I, Section B.1, SCHEDULE OF ITEMS
3. Part IV, Section K.2, ANNUAL REPRESENTATIONS AND CERTIFICATIONS
4. Part IV, Section K.3, 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS
5. Part IV, Section K.4, 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATION
6. Part IV, Section K.5, 52.222.22 PREVIOUS CONTRACT AND COMPLIANCE REPORT
7. Exhibit #2, EXPERIENCE AND EQUIPMENT QUESTIONNAIRE
8. Exhibit #3, AGAR 104A-REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION
9. Exhibit #4, SUBCONTRACTOR REPORTING FORM (if applicable)
10. RESPONSES TO TECHNICAL, PAST PERFORMANCE & WORKSITE SAFETY AS DETAILED IN SECTION L.10
11. BIOBASED PRODUCT INFORMATION

**It is required that you write the solicitation number on the outside of your envelope.**

Return to: **USFS - Region 4 - Utah Acquisition Support Center**  
**ATTN: Tamera Draper**  
**2222 West 2300 South**  
**Salt Lake City, UT 84119**  
**Solicitation No: AG-84N8-S-15-0112**

Please keep a copy of your quote for your records.

AN AWARD WILL BE MADE FROM THIS SOLICITATION AS SOON AS THE EVALUATION OF OFFERS HAS BEEN COMPLETED WHICH WILL OCCUR SHORTLY AFTER THE CLOSING DATE OF THE SOLICITATION. IN ORDER TO BE CONSIDERED FOR ANY AWARD, IT IS **REQUIRED** THAT CONTRACTORS BE **REGISTERED, ACTIVE AND VALID** IN THE SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE AT THE TIME THAT AWARD WILL BE MADE. **IT IS RECOMMENDED THAT IF YOU ARE A CONTRACTOR THAT WILL BE RESPONDING TO THIS SOLICITATION AND NOT CURRENTLY REGISTERED, ACTIVE AND VALID IN THE SAM DATABASE, THAT YOU IMMEDIATELY BEGIN THE PROCESS.** CONTRACTORS MUST ALSO BE REGISTERED IN THE SAM DATABASE UNDER THE NAIC'S CODE THAT THIS SOLICITATION IS ISSUED UNDER. **REFERENCE FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT.**

**THIS IS THE ONLY NOTICE THAT CONTRACTORS WILL GET INSTRUCTING THEM TO COMPLETE THE SAM REGISTRATION PROCESS IF THEY HAVE NOT ALREADY DONE SO. THE WEBSITE IS [WWW.ACQUISITION.GOV](http://www.acquisition.gov). ALL SOLICITATIONS SHALL BE ISSUED THROUGH THE R4 CONTRACTING WEBSITE UNDER "CONTRACTING OPPORTUNITIES".**

**([HTTP://WWW.FS.USDA.GOV/DETAIL/R4/WORKINGTOGETHER/CONTRACTING/?CID=STELPRDB5446983](http://www.fs.usda.gov/detail/r4/workingtogether/contracting/?CID=STELPRDB5446983))**

IT IS THE OFFERORS RESPONSIBILITY TO WATCH FOR ANY AND ALL AMENDMENTS TO THE SOLICITATION, WHICH SHALL BE ISSUED ELECTRONICALLY THROUGH THE REGION 4 WEBSITE

MB APPROVAL NO. 2700-0042

|  |  |  |                              |                                 |
|--|--|--|------------------------------|---------------------------------|
| <b>SOLICITATION, OFFER,<br/>                 AND AWARD</b><br><i>(Construction, Alteration, or Repair)</i> | 1. SOLICITATION NO.<br>AG-84N8-S-15-0112 | 2. TYPE OF SOLICITATION<br><input type="checkbox"/> SEALED BID (IFB)<br><input checked="" type="checkbox"/> NEGOTIATED (RFP) | 3. DATE ISSUED<br>07/31/2015 | PAGE OF PAGES<br><b>2 of 46</b> |
|--|--|--|------------------------------|---------------------------------|

**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

|  |   |  |
|--|---|--|
| 4. CONTRACT NO.  | 5. REQUISITION/PURCHASE REQUEST NO.<br>760200     | 6. PROJECT NO.   |
| 7. ISSUED BY<br><br>USDA FS – Utah Acquisition Support Center (UASC)<br>2222 West 2300 South<br>Salt Lake City, UT 84119 | CODE  | 8. ADDRESS OFFER TO<br><br>USDA FS – Utah Acquisition Support Center (UASC)<br>ATTN: Tamera Draper<br>2222 West 2300 South<br>Salt Lake City, UT 84119 |
| 9. FOR INFORMATION CALL: →   | A. NAME<br>Tamera Draper<br>Technical: Ken Elmore | B. TELEPHONE NO. <i>(Include area code)</i> <b>(NO COLLECT CALLS)</b><br>801.975.3370<br>435.676.9355  |

**SOLICITATION**

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

\*\*\*\*\*Escalante Tree Cooler Roof Removal & Installation (Dixie National Forest)\*\*\*\*\*

In accordance with FAR 36.204, the estimated price range for this project is Less than \$25,000

**Quotes are due by August 19, 2015 at 1:00 p.m. (Mountain Time) Local Time.** Proposal may be mailed or hand delivered to:

Utah Acquisition Support Center – ATTN: Tamera Draper  
 2222 West 2300 South  
 Salt Lake City, UT 84119

Faxed or e-mail quotes will not be accepted.

A formal site visit is scheduled for August 10, 2015 at 10:00 a.m.; interested parties should plan to meet at the cooler site located at the Escalante Ranger District Yard, 760 West Main Street, Escalante, Utah.

11. The Contractor shall begin performance within 10 calendar days and complete it within **90 calendar** days after receiving  
 award,  notice to proceed. This performance period is  mandatory,  negotiable. *(See 15.)*

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?  
*(If "YES," indicate within how many calendar days after award in Item 12B.)*

YES if quote exceeds \$30,000  NO

12B. CALENDAR DAYS  
10 (ten)

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 **by August 19, 2015 @ 1:00 p.m.** If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee  is,  is not required (in the amount of 20 percent of the bid price).
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**OFFER (Must be fully completed by offeror)**

|   |  |
|---|--|
| 14. <b>NAME AND ADDRESS OF OFFEROR</b> (Include ZIP Code) | 15. <b>TELEPHONE NO.</b> (Include area code)                           |
| CODE _____ FACILITY CODE _____                            | 16. <b>REMITTANCE ADDRESS</b> (Include only if different than Item 14) |

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

**AMOUNTS** →

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS**

The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each

|                      |  |  |  |  |  |  |  |  |  |
|----------------------|--|--|--|--|--|--|--|--|--|
| <b>AMENDMENT NO.</b> |  |  |  |  |  |  |  |  |  |
| <b>DATE</b>          |  |  |  |  |  |  |  |  |  |

|  |                       |                        |
|--|-----------------------|------------------------|
| 20A. <b>NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER</b><br>(Type or print) | 20B. <b>SIGNATURE</b> | 20C. <b>OFFER DATE</b> |
|--|-----------------------|------------------------|

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

|            |                                       |
|------------|---------------------------------------|
| 22. AMOUNT | 23. ACCOUNTING AND APPROPRIATION DATA |
|------------|---------------------------------------|

|  |      |  |
|--|------|--|
| 24. SUBMIT INVOICES TO ADDRESS SHOWN IN<br>(4 copies unless otherwise specified) → | ITEM | 25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO<br><input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( ) |
|--|------|--|

|                     |      |      |                             |
|---------------------|------|------|-----------------------------|
| 26. ADMINISTERED BY | CODE | 84N8 | 27. PAYMENT WILL BE MADE BY |
|---------------------|------|------|-----------------------------|

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

|  |  |
|--|--|
| <input type="checkbox"/> 28. <b>NEGOTIATED AGREEMENT</b> (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract. | <input type="checkbox"/> 29. <b>AWARD</b> (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary. |
|--|--|

|  |  |
|--|--|
| 30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print) | 31A. NAME OF CONTRACTING OFFICER (Type or print) |
|--|--|

|                |           |                               |                 |
|----------------|-----------|-------------------------------|-----------------|
| 30B. SIGNATURE | 30C. DATE | 31B. UNITED STATES OF AMERICA | 31C. AWARD DATE |
|----------------|-----------|-------------------------------|-----------------|

**PART 1 – THE SCHEDULE**  
**SECTION B - Supplies or Services and Prices/Costs Schedule of Items**

**B.1**

| <p align="center"><b>Schedule of Items</b><br/>                     Escalante Tree Cooler Roof Removal and Installation<br/>                     Dixie National Forest<br/>                     Garfield County, Utah</p> |   |                              |             |                 |                   |                    |
|---|---|------------------------------|-------------|-----------------|-------------------|--------------------|
| <b>Item Number</b>  | <b>Description</b>  | <b>Method of Measurement</b> | <b>Unit</b> | <b>Quantity</b> | <b>Unit Price</b> | <b>Total Price</b> |
| <b>011900</b>   | Mobilization  | LSQ                          | LSQ         | 1               | \$                | \$                 |
| <b>133499</b>   | Remove existing roof and panels, install new panels and weather roof, cleanup site, and remove/dispose of trash and removed materials | LSQ                          | LSQ         | 1               | \$                | \$                 |
| <b>TOTAL BID:</b>   |   |                              |             |                 |                   |                    |

The offeror shall insert a quote in the Bid Schedule opposite each pay name listed in the Schedule. A quote is not to be tendered for any item not listed. All other items not listed are incidental to one of the items listed above.

Name of Company (please print): \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature of Company Agent: \_\_\_\_\_ DUNs Number: \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

- B.2 NOTE:** Payment for bond premiums in accordance with Clause 52.232-5, Payments under Fixed-Price Construction Contracts, shall not be in addition to the contract price. Include bond payments under 11900-1 Mobilization. Payment will be made on actual work performed as described in Specifications Section 011250 Measurement and Payment unless otherwise noted.
- B.3 PRE-BID SITE VISIT:** A formal site visit is scheduled for August 10, 2015 at 10:00 a.m.; interested parties should plan to meet at the cooler site located at the Escalante Ranger District, 760 West Main Street, Escalante, Utah.
- B.4 START DATE AND CONTRACT TIME:** Start date is estimated to be late August 2015 with all activities completed within 90 calendar days after issuance of Notice to Proceed.
- B.5 DISCLOSURE OF THE MAGNITUDE OF CONSTRUCTION PROJECTS (FAR 36.204)**  
 The Government Estimate for this Construction Project is Less than \$25,000.
- B.6 BONDING**  
 Bonding is required for any award exceeding \$30,000.
- B.7 WRITTEN ACCEPTANCE**  
 Any contract resulting from this solicitation will require written acceptance within 5 (five) days of receipt by the Contractor.

**PART 1 – THE SCHEDULE**  
**SECTION C - Description/Specifications/Statement of Work**  
**GENERAL SPECIFICATIONS**  
**Escalante Tree Cooler Roof Removal & Installation (Dixie NF)**

**C.1 SCOPE OF CONTRACT**

This project includes the mobilization of a work crew and equipment necessary to remove the existing failed roof/ceiling panels plus weather roof of the Escalante tree cooler structure, and the installation of new roof/ceiling panels plus a new weather roof. New roof/ceiling panels and weather roof components are being provided to the Government by the Tree Cooler manufacturer, and will be provided by the Government to the Contractor for installation. Work will also include the removal and proper disposal of the old roof components plus all other work necessary to complete the work. Removal of ceiling mounted electrical conduit and light fixtures, plus removal of existing ceiling mounted refrigeration units will be necessary in this contract. Electrical and refrigeration units removed from the Tree cooler ceiling are to be removed in a manner that permits their re-installation after the new ceiling and roof are installed.

- A. The project is located in the Escalante Ranger District Dixie National Forest, Garfield County, Utah, in Section 17, T35S, R3E. It is located in the City of Escalante, Utah. The project may be accessed from Utah State Highway 12. The compound is located at 760 West Main Street Escalante, Utah 84726, across the street from the Escalante Interagency Visitor Center.
- B. The delivery point for the materials required to complete this project will be the U.S. Forest Service compound located at 760 West Main Street Escalante, Utah 84726, across the street from the Escalante Interagency Visitor Center. Delivery of roof/ceiling panels and weather roof materials is presently anticipated to be late September to early October.

**C.2 SITE INFORMATION AND LIMITATIONS**

- A. Site Conditions:
  - 1. Water is available at the site for construction purposes.
- B. Use of Site: Limit use of premises to work only in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
  - 1. Do not unreasonably encumber the site with materials or equipment.

**C.3 WORK CAMPS, STAGING AND STORAGE AREAS**

- A. No overnight camping will be allowed on site.

**C.4 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.

**C.5 INCIDENTAL WORK**

- A. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended results shall be supplied by the Contractor at no additional cost to the government whether or not specifically called for in the Contract Documents.

**C.6 CONTRACT TIME**

- A. 90 Calendar Days after issuance of Notice to Proceed. Work is anticipated to be completed by the end of October to Mid November 2015 (depending on date of material delivery).

**C.7 SPECIFICATIONS**

- A. The following Special Project Specifications are attached as an attachment in Section J. Some sections in the Special Project Specifications refer to work in other sections not listed in the Schedule of Items. Work not listed in the Schedule of Items is considered subsidiary to, and is included in, payment for other pay items in this contract. These items are considered incidental and no additional compensation will be made.

| Item Number            | Description                                | Pages     |
|------------------------|--|-----------|
|                        | <b>Table of Contents</b>                   | 1         |
| <b>Division 1</b>      | <b>General Requirements</b>                |           |
| 11250                  | Measurement and Payment                    | 3         |
| 11900                  | Mobilization                               | 1         |
| 13300                  | Submittals                                 | 5         |
| 14100                  | Quality Control                            | 5         |
| <b>Division 2</b>      | <b>Existing Conditions</b>                 |           |
| 24100                  | Waste Material Removal                     | 1         |
| <b>Divisions 3-12</b>  | <b>Varies</b>                              |           |
| N/A                    | N/A  |           |
| <b>Division 13</b>     | <b>Special Construction</b>                |           |
| 133499                 | Refrigerated Box Tree Cooler & Accessories | 2         |
| <b>Divisions 14-33</b> | <b>Varies</b>                              |           |
| N/A                    | N/A  |           |
| <b>Total</b>           |  | <b>18</b> |

**C.8 BIOBASED PRODUCTS**

- A. The Contractor must comply with Section 9002 of the Farm Security and Rural Investment Act of 2002 (FSRIA), Executive Order (EO) 13423, “*Strengthening Federal Environmental, Energy, and Transportation Management*,” and the Federal Acquisition Regulation to provide biobased products.

The Contractor shall utilize products and material made from biobased materials (e.g., biobased greases, biobased hydraulic fluids, biobased absorbents) 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 Representative (COR).

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

***Building Materials, paint, sealants, and coatings***

For more information regarding the Department of Agriculture Biobased Affirmative Procurement Program go to: <http://www.usda.gov/procurement/biobased/APP.pdf>.

Biobased products that are designated for preferred procurement under USDA’s Bio Preferred program must meet the required minimum biobased content as stated in the USDA Final Rule available at [www.biopreferred.gov](http://www.biopreferred.gov). **The Contractor should provide data for their biobased products such as biobased content.** In addition to the biobased products designated by the U.S. Department of Agriculture in the Bio Preferred Program, the Contractor is encouraged to use other biobased products.

The Contractor shall submit with the initial proposal a complete list of biobased products, indicating the name of the

manufacturer, cost of each material, and the intended use of each of the materials that are to be used in carrying out the requirements of the contract. Additionally, if applicable, 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.

The Contractor shall comply with the provision at FAR 52.223-1, Biobased Product Certification.

The Contractor shall comply with the clause at FAR 52.223-2, Affirmative Procurement of Bio-based Products Under Service and Construction Contracts.

Within **ten (10) days** of contract award, the Contractor shall submit an Operations and Maintenance Plan. This submittal shall 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 (if applicable) 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 biobased products and how any new or improved products will be incorporated on an ongoing basis into contract performance.

Proposed biobased custodial 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 will 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. Therefore we will look for a Contractor who will 1) demonstrate products, and 2) when selected, offer any necessary training to all of the construction staff and 3) be available with technical assistance to trouble shoot problems.

#### **AGAR 452.211-72 Statement of Work / Specifications (FEB 1988)**

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work / Specifications as referenced in Section J.

#### **AGAR 452.211-73 Attachments to Statement of Work / Specifications (FEB 1988)**

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

**PART 1 – THE SCHEDULE**  
**SECTION D - Packaging and Marking**  
*{For this Solicitation, there are NO clauses for this Section}*

**PART 1 – THE SCHEDULE**  
**SECTION E - Inspection and Acceptance**

**E.1 CLAUSES 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/](http://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. (APR 1996)

**E.2 INSPECTION AND ACCEPTANCE**

Periodic field inspections will be made by the Contracting Officer's Representative (COR). Work not completed to contract standards shall be rejected and reworked without additional compensation to the Contractor.

**PART 1 – THE SCHEDULE**  
**SECTION F - Deliveries or Performance**

**F.1 CLAUSES 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/](http://www.arnet.gov/far/)

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

52.242-14 Suspension of Work. (APR 1984)

52.242-17 Government Delay (APR 1984)

**F.2 52.211-10 COMMENCEMENT, PRESECUTION, AND COMPLETION OF WORK. (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within 10 (ten) 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 **90 calendar days after issuance of Notice to Proceed**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

**F.3 452.211-74 PERIOD OF PERFORMANCE. (FEB 1988)**

The period of performance of this contract is from issuance of Notice to Proceed through 90 (ninety) calendar days.

(End of Clause)

**F.4 452.236-75 MAXIMUM WORKWEEK-CONSTRUCTION SCHEDULE. (NOV 1996)**

Within 10 (ten) calendar days after receipt of a written request from the Contracting Officer, the Contractor must submit the following in writing for approval:

(a) A schedule as required by FAR clause 52.236-15, Schedules for Construction Contracts, and

(b) The hours (including the daily starting and stopping times) and days of the week the Contractor proposes to carry out the work.

The maximum workweek that will be approved will be negotiated.

(End of clause)

**PART 1 – THE SCHEDULE**  
**SECTION G - Contract Administration Data**

**G.1 CONTRACTING OFFICE**

The Utah Acquisition Support Center of the United States Forest Service, Department of Agriculture is responsible for this solicitation, award and administration of the contract. All written correspondence shall reference the contract number and/or solicitation number. Communications shall be directed to:

Utah Acquisition Support Center  
Tamera Draper, Contracting Officer  
2222 West 2300 South, 2nd Floor  
Salt Lake City, UT 84119  
Phone: 801.975.3370  
E-Mail: [tdraper01@fs.fed.us](mailto:tdraper01@fs.fed.us)

**G.2 CONTRACTING OFFICER'S REPRESENTATIVE**

The awarded base contract will have a Contracting Officer's Representative (COR) designated by appointment letter. Each awarded task order may have an individual Contracting Officer's Representative (COR) designated by appointment letter.

**G.3 SUBCONTRACTS**

Before entering into a subcontract covering any part of the work called for, the Contractor shall inform the Contracting Officer and submit information required by the Contracting Officer, including a signed SF-1413 and report the percentage of subcontracting performed on this project (See Exhibit #4).

**G.4 SUBMISSION OF INVOICES**

1. Invoice Processing Platform (IPP)

The Contractor shall utilize the Invoice Processing Platform (IPP) for the electronic submission and tracking of purchase orders, invoices, and payment information. IPP is a secure Governmentwide, Web-based invoice processing service offered free of charge to Government Agencies and their suppliers.

A one-time enrollment in IPP will generate a series of emails that will be sent to the point of contact established in your SAM.gov account. The first email will be from "IPP User Administration" and will contain the IPP login ID and link to the IPP Website. A second email from "Treasure UPS User Administration" containing the password will be sent within 24 hours. Once both emails are received, the Contractor will login to the IPP application and complete the registration process. After login, you will be able to access IPP training information.

IPP System benefits include the ability to create invoices directly from a contract award and submit them electronically, as well as:

- Email notification when invoice(s) are paid
- Online payment history
- Email notification when you are awarded a new contract

The email notification of payment is sent when a payment is distributed to your bank account and will include all pertinent payment information. For additional information, please visit the [www.ipp.gov](http://www.ipp.gov) website to learn more. The IPP Customer Support Desk is available to assist users Monday through Friday (excluding Federal holidays) from 8 a.m. to 6 p.m. ET, to answer questions related to accessing IPP or completing the registration process. Their toll-free number is 1-866-973.3131 or they can be reached at [IPPCustomerSupport@fms.treas.gov](mailto:IPPCustomerSupport@fms.treas.gov).

2. Proper Invoice

When accessing the IPP system, Contractors will be required to provide information necessary for the creation of a proper invoice. A proper invoice shall contain, at a minimum, the following information:

- Name and address of the contractor
- Invoice date and invoice number
- Contract number or other authorization for supplies delivered or services performed
- Description, quantity, unit of measure, unit price and extended price of supplies delivered or services performed
- Shipping and payment terms
- Name and address of contractor office to whom payment is to be sent
- Name, title, phone number, and mailing address of person to notify in the event of a defective invoice

- Taxpayer Identification Number if required by agency
- Electronic funds transfer banking information (only if required by agency)

**G.5 452.215-73 POSTAWARD CONFERENCE. (NOV 1996)**

A post award conference with the successful offeror is required. It will be scheduled within 5 (five) days after the date of contract award. The conference will be held at a place and time to be mutually agreed upon by both parties.

(End of Clause)

**PART 1 – THE SCHEDULE**  
**SECTION H - Special Contract Requirements**

**H.1 KEY PERSONNEL**

The Contractor shall assign to this contract a: **Project Manager and Site Superintendent or Contractor Representative.**

In addition, the key personnel specified in the Offeror's Technical Proposal are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. No diversion shall be made by the Contractor without the written consent of the Contracting Officer: Provided that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. The contract may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

**H.2 ORDER OF PRECEDENCE - CONSTRUCTION**

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

(a) Any inconsistency in this solicitation or contract may be resolved by giving precedence in the following order:

- (1) The Schedule (UCF Sections A-H) (excluding the specifications);
- (2) Representations and other instructions (UCF Sections K-M);
- (3) Contract Clauses (UCF Section I);
- (4) Other Documents, Exhibits, and Attachments (UCF Section J); and
- (5) The Specifications, (FP-03)

(b) The following general guidelines apply to (a) (4) above:

- (1) Supplemental specifications generally take precedence over drawings;
- (2) The contract drawings furnished by the Government generally take precedence over shop drawings submitted to the Government by the Contractor according to FAR Clause 52.236-21, Specifications and Drawings for Construction, or other Contractor submissions and submittals;
- (3) Figured dimensions generally take precedence over scaled dimensions;
- (4) Large-scale contract plans and drawings generally take precedence over small-scale contract drawings; and
- (5) Schedules on contract drawings generally take precedence over any conflicting notations on contract drawings.

(c) Promptly upon identifying any inconsistencies, the Contractor shall notify the Contracting Officer of the inconsistencies along with its intended or proposed resolution.

(d) This contract may contain the clause at FAR 52.214.29 (Order of Precedence-Sealed Bidding) or FAR 52.215-8 (Order of Precedence-Uniform Contract Format). If so, this clause H.2 supplements the FAR clause.

**H.3 WAGE DETERMINATION**

The wage determination applicable to this contract resulting from this solicitation is determined by the location of the Contractor's establishment. See Section J, Exhibit 1, Wage Determination.

**H.4 FIRE PRECAUTIONS**

In case of a fire breaking out at the project site, call local Emergency number to report fire to local City Fire Department and move personnel to a safe area. Notify Contracting Officer and District Ranger after calling fire in to Fire Department.

**H.5 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 construction materials or other debris outside of these limits. Material, which falls outside of these limits, shall be retrieved and disposed of.

(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 construction 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.

#### **H. 6 GOVERNMENT FURNISHED MATERIALS**

The Government will furnish the following materials for this project upon their delivery to the Government-designated delivery location at the U.S. Forest Service Warehouse compound at the Escalante Ranger District:

6" thick Insulated Roof Panels, with Baked on Polyester Interior finish (6 panels 23" x 136"; 15 panels 46" x 136" nominal)  
Aluminum Standing Seam Weather Roof Panels and components (Area of coverage 23'-1" by 33'-7", plus eave overlaps)

The above materials are presently on order with the manufacturer's representative. Anticipated delivery time at the designated location is presently anticipated to be late September to early October. An updated delivery timeline will be provided to the Contractor at Contract award. The Notice to Proceed for this project would not be issued until the roof/ceiling panels and weather roof materials are delivered and accepted by the Government.

The Contractor shall conduct an inspection of the materials accompanied by the Contracting Officer once the materials have been delivered prior to commencing work to verify the condition of the material and confirm that the material is ready to be incorporated into the roof repair.

All materials furnished by the Government are anticipated to be required to be installed in order to complete the installation of the new roof. Any materials not needed to complete the work shall remain the property of the Government, and shall be stockpiled at the location designated by the Contracting Officer on the ground at the completion of the roof installation.

**PART II – CONTRACT CLAUSES**  
**SECTION I - Contract Clauses**

**I.1 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (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 - <http://www.acquisition.gov/far> and the Agriculture Acquisition Regulations – <http://www.usda.gov/procurement/policy/agar.html>.

(End of Clause)

**FEDERAL ACQUISITION REGULAITON (48 CFR CHAPTER 1) CLAUSES**

**I.2 PROVISIONS AND CLAUSES BY REFERENCE**

|           |  |
|-----------|--|
| 52.202-1  | Definitions. (NOV 2013)  |
| 52.204-9  | Personal Identity Verification of Contractor Personnel. (JAN 2011)   |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards. (JUL 2013)   |
| 52.204-13 | System for Award Management Maintenance. (JUL 2013)  |
| 52.209-6  | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (AUG 2013) |
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations. (DEC 2014)   |
| 52.215-8  | Order of Precedence - Uniform Contract Format. (OCT 1997)  |
| 52.219-28 | Post-Award Small Business Program Rerepresentation. (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. (APR 2015)   |
| 52.222-26 | Equal Opportunity. (APR 2015)  |
| 52.222-27 | Affirmative Action Compliance Requirements for Construction. (APR 2015)  |
| 52.222-50 | Combating Trafficking in Persons. (MAR 2015)   |
| 52.223-6  | Drug-Free Workplace. (MAY 2001)  |
| 52.223-15 | Energy Efficiency in Energy-Consuming Products. (DEC 2007)   |
| 52.223-18 | Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)  |
| 52.224-1  | Privacy Act Notification. (APR 1984)   |
| 52.224-2  | Privacy Act. (APR 1984)  |
| 52.225-13 | Restrictions on Certain Foreign Purchases. (JUN 2008)  |
| 52.228-2  | Additional Bond Security. (OCT 1997)   |
| 52.228-11 | Pledges of Assets. (JAN 2012)  |
| 52.228-12 | Prospective Subcontractor Requests for Bonds. (MAY 2014)   |
| 52.228-14 | Irrevocable Letter of Credit. (NOV 2014)   |
| 52.229-4  | Federal, State, and Local Taxes (State and Local Adjustments). (FEB 2013)  |
| 52.232-5  | Payments Under Fixed-Price Construction Contracts. (MAY 2014)  |
| 52.232-18 | Availability of Funds. (APR 1984)  |
| 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)   |
| 52.233-1  | 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)   |
| 52.236-15 | Schedules for Construction Contracts. (APR 1984)  |
| 52.236-17 | Layout of Work. (APR 1984)  |
| 52.236-21 | Specifications and Drawings for Construction. (FEB 1997)  |
| 52.236-21 | Specifications and Drawings for Construction. (FEB 1997) - Alternate I (APR 1984)                 |
| 52.236-26 | Preconstruction Conference. (FEB 1995)  |
| 52.243-5  | Changes and Changed Conditions. (APR 1984)  |
| 52.245-1  | Government Property (APR 2012)  |
| 52.246-21 | Warranty of Construction. (MAR 1994)  |
| 52.246-21 | Warranty of Construction. (MAR 1994) - Alternate I (APR 1984)                                     |
| 52.249-1  | Termination for Convenience of the Government (Fixed-Price) (Short Form). (APR 1984)              |
| 52.249-10 | Default (Fixed-Price Construction). (APR 1984)  |
| 52.253-1  | Computer Generated Forms. (JAN 1991)  |

#### **AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES**

|            |  |
|------------|--|
| 452.236-72 | Use of Premises. (NOV 1996)                                  |
| 452.236-73 | Archaeological 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)                               |

### **I.3 PROVISIONS AND CLAUSES IN FULL TEXT**

#### **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: 5.1%**

**Goals for Female Participation for Each Trade: 6.9%**

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established

for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

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

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is the **Escalante Ranger District of the Dixie National Forest, Garfield, Utah.**

(End of provision)

#### **52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JUL 2014)**

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

#### **52.222-55 MIMINUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2014)**

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

"United States" means the 50 states and the District of Columbia.

"Worker"—

- (1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and
  - (i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),
  - (ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541,
  - (iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.
- (2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) *Executive Order Minimum Wage rate.*

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)

(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subcontract costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c)

(1) This clause applies to workers as defined in paragraph (a). As provided in that definition--

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to--

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to--

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) *Notice.* The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts), in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records.*

(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

- (i) Name, address, and social security number;
- (ii) The worker's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid;
- (iv) The number of daily and weekly hours worked by each worker;
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access.* The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding.* The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes.* Department of Labor has set forth in 29 CFR 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation.* The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance.* The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.  
(End of clause)

#### **52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS. (SEP 2013)**

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

(1) The product cannot be acquired-

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

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)).

For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

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

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

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

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

(2) Submit this report no later than-

- (i) October 31 of each year during contract performance; and
- (ii) At the end of contract performance. (End of clause)

#### **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.

*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 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:

(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 or Balance of Payments Program.

**(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:**

| <b>Foreign and Domestic Construction Materials Price Comparison</b> |                        |                         |                         |
|---|------------------------|-------------------------|-------------------------|
| <b>Construction material description</b>                            | <b>Unit of Measure</b> | <b>Quantity Measure</b> | <b>Price (dollars)*</b> |
| <i>Item 1:</i>  |                        |                         |                         |
| Foreign construction material                                       | _____                  | _____                   | _____                   |
| Domestic construction material                                      | _____                  | _____                   | _____                   |
| <i>Item 2:</i>  |                        |                         |                         |
| Foreign construction material                                       | _____                  | _____                   | _____                   |
| Domestic construction material                                      | _____                  | _____                   | _____                   |

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

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include other applicable supporting information.

(End of clause)

**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)

#### **52.228-13 ALTERNATIVE PAYMENT PROTECTIONS. (JUL 2000)**

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

- (i) A payment bond
- (ii) Cashier's Check

(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 10 (ten) 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.

(End of clause)

#### **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.

(End of clause)

#### **52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)**

- (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.

**452.209-71 ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS, 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 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.

**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.  
(End of Provision)

**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**  
**SECTION J - List of Documents, Exhibits, and Other Attachments**

|              | <b>Exhibit or Attachment Title</b>   | <b>Pages</b> |
|--------------|--|--------------|
| Exhibit 1    | Wage Determinations (UT150092 06/05/2015 UT92)   | 3 pages      |
| Exhibit 2    | Experience and Equipment Form  | 2 pages      |
| Exhibit 3    | AGAR 104A – Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction | 1 page       |
| Exhibit 4    | Subcontractor Reporting Form   | 1 page       |
| Exhibit 5    | SF-25 Performance Bond Form  | 3 page       |
| Exhibit 6    | SF-25a Payment Bond Form   | 2 pages      |
| Attachment 1 | Forest Service Supplemental Specifications   | 18 pages     |
| Attachment 2 | Project Drawings   | 4 pages      |
|              | Drawings Sheet 1: Cover Sheet  |              |
|              | Drawings Sheet 2: Vicinity Map   |              |
|              | Drawings Sheet 3: Plan & Profile   |              |
|              | Drawings Sheet 4: Existing Tree Cooler Floor Plan  |              |
| Attachment 3 | Bally Walk-In Coolers & Freezers Installation Manual   | 9 pages      |
| Attachment 4 | Bally Walk-In Coolers & Freezers Specification Guide   | 5 Pages      |

**PART IV – REPRESENTATIONS AND INSTRUCTIONS**  
**SECTION K - Representations, Certifications, and Other Statements of Offerors or Respondents**

**K.1 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 - <http://www.acquisition.gov/far> and the Agriculture Acquisition Regulations – <http://www.usda.gov/procurement/policy/agar.html>.

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

52.236-28 Preparation of Proposals – Construction (OCT 1997)

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

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **236118**.

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

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

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

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

(i) Paragraph (d) applies.

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

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

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

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

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

or

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

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

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include 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 Certifications. 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:

- (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 No. \_\_\_\_\_  
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)

### **K.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013)**

(a) Definitions. As used in this provision-

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means-

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

**(b) The offeror  has  does not have current active Federal contracts and grants with total value greater than \$10,000,000.**

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

#### **K.4 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (OCT 2014)**

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

*Economically disadvantaged women-owned small business (EDWOSB) concern* means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

*Service-disabled veteran-owned small business concern-*

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) *Service-disabled veteran* means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

*Small disadvantaged business concern*, consistent with 13 CFR 124.1002, means a small business concern under the size

standard applicable to the acquisition, that-

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-
  - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and
  - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

*Veteran-owned small business concern* means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

*Women-owned small business concern* means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

*Women-owned small business (WOSB) concern eligible under the WOSB Program* (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

- (b)(1) The North American Industry Classification System (NAICS) code for this acquisition is - *[insert NAICS code]*.
- (2) The small business size standard is *[insert size standard]*.
- (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.

- (c) *Representations.* (1) The offeror represents as part of its offer that it  is,  is not a small business concern.
  - (2) *(Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)* The offeror represents that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
  - (3) *(Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)* The offeror represents as part of its offer that it  is,  is not a women-owned small business concern.
  - (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *(Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.)* The offeror represents as part of its offer that-

- (i) It  is,  is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. (The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.) Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. (*Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.*) The offeror represents as part of its offer that-

(i) It  is,  is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. (The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.) Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) (*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*) The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

(7) (*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.*) The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.

(8) (*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*) The offeror represents, as part of its offer, that-

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It  is,  is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. (The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### **K.5 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 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.

(End of provision)

**K.6 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 part 3201, 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.

(End of provision)

**K.7 452.219-70 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 Line Items**

**NAICS Code: 236118**

**Size Standard: \$36.5**

-

(End of provision)

## SECTION L - Instructions, Conditions, and Notices to Offerors or Respondents

### L.1 CLAUSES BY REFERENCE

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

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

<http://www.acquisition.gov/far> and the Agriculture Acquisition Regulations – <http://www.usda.gov/procurement/policy/agar.html>.

(End of provision)

#### FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

52.204-6 Data Universal Numbering System Number. (JUL 2013)

52.204-7 System for Award Management. (JUL 2013)

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

### L.2 52.215-5 FACSIMILE PROPOSALS. (OCT 1997)

Facsimile Proposals will NOT be accepted for this solicitation.

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

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

(End of provision)

### L.4 52.233-2 SERVICE OF PROTEST. (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from USDA Forest Service.

Utah Acquisition Support Center

ATTN: Tamera Draper

2222 West 2300 South\

Salt Lake City, UT 84119

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

### L.5 452.204-70 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)

### L.6 INSTRUCTIONS FOR THE PREPARATION OF QUOTE PACKAGE

General Instructions: A quote submitted in response to this solicitation shall be furnished as specified in the following:

1. The quote must include a technical and business proposal.
2. Proposer shall submit one (one) original set and one (1) copy of their technical response. Response shall include the following minimum documents:

One (1) Original Set containing the following:

1. SF-1442 – SOLICITATION, OFFER AND AWARD (Complete, Date, and Sign)

2. Part I, Section B.1, SCHEDULE OF ITEMS

3. Part IV, Section K.2, ANNUAL REPRESENTATIONS AND CERTIFICATIONS

4. Part IV, Section K.3, 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS

5. Part IV, Section K.4, 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATION

6. Part IV, Section K.5, 52.222.22 PREVIOUS CONTRACT AND COMPLIANCE REPORT

7. Exhibit #2, EXPERIENCE AND EQUIPMENT QUESTIONNAIRE

8. Exhibit #3, AGAR 104A-REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID  
DELINQUENT TAX LIABILITY OR A FELONY CONVICTION

9. Exhibit #4, SUBCONTRACTOR REPORTING FORM (if applicable)

10. RESPONSES TO TECHNICAL, PAST PERFORMANCE & WORKSITE SAFETY AS DETAILED IN

SECTION L.7

11. BIOBASED PRODUCT INFORMATION

The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M.

**L.7 TECHNICAL QUOTE INSTRUCTIONS**

The technical quote will be used to make an evaluation and arrive at a determination as to whether the quote will meet the requirements of the Government. Therefore, the technical quote must present sufficient information to reflect a thorough understanding of the requirements and a detailed, description of the techniques, procedures and program for achieving the objectives of the specifications/statement of work. Quotes which merely paraphrase the requirements of the Government's specifications/statement of work, or use such phrases as "will comply" or "standard techniques will be employed" will be considered unacceptable and will not be considered further.

As a minimum, the quote must clearly provide the following:

**Technical Capability Narrative**

- Description of technical capability offered and experience performing similar projects
- Technical approach summarizing contractor's strategy to accomplish the work
- Equipment to be used on this type of project and the contractor's equipment availability to dedicate to projects
- List of Subcontractors, if applicable, and the type of work they will be performing

If the offeror intends to subcontract major portions of the work, it shall submit worksheets from its principal subcontractors. Submit Exhibit 04 – Subcontractor Reporting Form to demonstrate compliance with FAR 52.219-14. Limitations on Subcontracting

**Past Performance List and Narratives**

Past performance is a measure of the degree to which you, as an organization, have satisfactorily completed contracted work, have satisfied your customers, and complied with Federal, state, and local laws and regulations. The Government may inquire about the following elements: (1) quality of the offeror's work; (2) overall business relations; (3) cost control for both the Offeror and any proposed major subcontractors.

To assist in the evaluation, submit a Past Performance List of recent or current projects similar to this project and shall provide a brief narrative describing—

- (1) the similarities between that project and this effort;
- (2) the offeror's role in the project;
- (3) information on problems encountered during performance, if applicable; and
- (4) the offeror's corrective solutions to those problems.

**Worksite Safety**

- (a) Offeror shall provide a description of their safety protocols and how the protocols will be applied.
- (b) Offeror shall provide their record of safety for the past three (3) years, including an explanation of any numbers or ratings.

**L.8 COST OR PRICING INSTRUCTIONS**

Pricing must be submitted separate from the Technical Proposal. Offerors shall fill out the Schedule of items in Section B.

## SECTION M - Evaluation Factors for Award

### M.1 AWARD DETERMINATION

A contract will be awarded to the lowest-priced technically acceptable offeror. Proposals will be evaluated for acceptability but will not be ranked using the non-cost/price factors. In order to be eligible for award, offerors must receive a rating of “acceptable” in every non-price factor/subfactor. In the interest of economy and efficiency, the Government will start by evaluating the technical proposal of the lowest-priced offeror and will award to that offeror if the technical proposal is rated “technically acceptable”. If the lowest offeror receives a rating of “unacceptable” in any of the non-cost factors, the Government will then move on to evaluating the technical proposal of the next lowest offeror and so on until a proposal is rated “technically acceptable”. Therefore, the technical proposals of the non-low price offerors may or may not be evaluated; however, if the contracting officer determines the lowest-priced offeror’s past performance is not acceptable, and if the offeror is rated as ‘acceptable’ in all other factors, the matter will be referred to the SBA for a Certificate of Competency determination, in accordance with the procedures contained in Subpart 19.6 and 15 U.S.C. 637(b)(7)).

The following factors and subfactors will be used to determine technical acceptability:

#### Factor #1: Technical Capability and Approach

In order to receive a rating of “acceptable for this subfactor, proposal must, at a minimum, demonstrate adequate technical capability and provide a satisfactory technical approach to accomplish the work.

#### Factor #2: Past Performance

##### Subfactor #1: Recency and relevancy of present/past performance in relation to this effort.

In order to receive a rating of “acceptable” for this subfactor, offeror must, at a minimum provide past experience on similar type projects. The past experience should indicate successes of the contractor in completing similar type work projects.

The Government considers “recent” present/past performance to be within the past 3 years

The Government considers “relevant” present/past performance to be present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.

##### Subfactor #2: How well the offeror performed on relevant contracts

In order to meet the minimum requirements for a rating of “acceptable” for this subfactor, the contractor must submit references from past projects as listed above. Also, references and past performance information must indicate that the offeror performed at an acceptable level.

The Government may also use past performance information obtained from other than the sources identified by the offeror. Information obtained from the Past Performance Information Retrieval System (PPIRS) database located at <http://www.ppirs.gov> is one of the sources that will be utilized. PPIRS functions as the central warehouse for performance assessment reports received from several Federal performance information collection systems and is sponsored by the DOD E-Business Office and administered by the Naval Sea Logistics Center Detachment Portsmouth.

*NOTE: In accordance with FAR 15.305 (a)(2)(iv)), in the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, “unknown” will be considered “acceptable.”*

##### Subfactor #3: Worksite Safety

In order to receive a rating of “acceptable” for this subfactor, offeror must, at a minimum provide descriptive information on company safety protocols and how the protocols will be will applied to this project; along with safety information for the previous three years and any explanations of numbers or ratings.

**PRICE:** Award will be made to the lowest priced offeror that is evaluated as “acceptable” for all non-price factors.

**EXHIBIT 1 - WAGE DETERMINATION**

General Decision Number: UT150092 06/05/2015 UT92  
Superseded General Decision Number: UT20140092  
State: Utah  
Construction Type: Building  
County: Garfield County in Utah.

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](http://www.dol.gov/whd/govcontracts).

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/02/2015       |
| 1                   | 06/05/2015       |

| BOIL0004-001 01/01/2014 | Rates    | Fringes |
|-------------------------|----------|---------|
| BOILERMAKER.....        | \$ 32.22 | 27.07   |

| * ELEC0354-003 06/01/2015                       | Rates    | Fringes |
|---|----------|---------|
| ELECTRICIAN (Excluding Low Voltage Wiring)..... | \$ 30.39 | 11.35   |

| SFUT0669-003 07/01/2013                 | Rates    | Fringes |
|---|----------|---------|
| SPRINKLER FITTER (Fire Sprinklers)..... | \$ 29.93 | 16.87   |

| SHEE0312-001 07/01/2014                              | Rates    | Fringes |
|--|----------|---------|
| SHEET METAL WORKER (HVAC Duct Installation Only).... | \$ 32.11 | 11.40   |

| SUUT2012-003 07/29/2014                               | Rates    | Fringes |
|---|----------|---------|
| BRICKLAYER.....                                       | \$ 23.88 | 0.00    |
| CARPENTER (Acoustical Ceiling Installation Only)....  | \$ 20.64 | 0.80    |
| CARPENTER, Excludes Acoustical Ceiling Installation.. | \$ 19.51 | 4.71    |
| CEMENT MASON/CONCRETE FINISHER...                     | \$ 21.11 | 0.00    |
| ELECTRICIAN (Low Voltage Wiring Only).....            | \$ 23.36 | 6.06    |
| INSTALLER - SIDING (METAL/ALUMINUM/VINYL).....        | \$ 14.75 | 0.00    |
| INSULATOR - BATT.....                                 | \$ 13.77 | 0.00    |
| IRONWORKER, REINFORCING.....                          | \$ 15.00 | 0.00    |
| IRONWORKER, STRUCTURAL.....                           | \$ 17.41 | 6.13    |
| LABORER: Common or General.....                       | \$ 10.03 | 0.00    |
| LABORER: Mason Tender - Brick...                      | \$ 16.54 | 0.00    |
| OPERATOR: Backhoe/Excavator/Trackhoe.....             | \$ 16.41 | 0.79    |
| PLUMBER.....  | \$ 24.00 | 4.62    |
| TILE FINISHER.....                                    | \$ 17.00 | 0.00    |
| TILE SETTER.....                                      | \$ 19.40 | 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



**EXPERIENCE QUESTIONNAIRE CONTINUED**

9. Employees and equipment that will be available for this project:
- a. (1) Minimum number of employees: \_\_\_\_\_ and (2) Maximum number of employees: \_\_\_\_\_
  - b. Are employees regularly on your payroll: [ ] Yes [ ] No
  - c. Specify equipment available for this contract: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
  - d. Estimate rate of progress below (such as 2.0 acres/man/day):  
 (1) Minimum progress rate: \_\_\_\_\_ and (2) Maximum progress rate: \_\_\_\_\_

10. List below the experience of the principal individuals of your business: (Who will directly be involved in this contract?)

| Individual's Name | Present Position | Years of Experience | Magnitude and Type of Work |
|-------------------|------------------|---------------------|----------------------------|
|                   |                  |                     |                            |
|                   |                  |                     |                            |
|                   |                  |                     |                            |
|                   |                  |                     |                            |
|                   |                  |                     |                            |
|                   |                  |                     |                            |
|                   |                  |                     |                            |
|                   |                  |                     |                            |
|                   |                  |                     |                            |
|                   |                  |                     |                            |

11. Remarks -- Specify Box Numbers (Attach sheets if extra space is needed to fully answer any above question.):

**NOTE: PLEASE PROVIDE ANY ADDITIONAL INFORMATION THAT WILL HELP EVALUATE YOUR ABILITY TO SUCCESSFULLY COMPLETE THIS PROJECT.**

|   |   |          |
|---|---|----------|
| <p><b>CERTIFICATION</b></p> <p>I certify that all of the statements made by me are complete and correct to the best of my knowledge, and that any persons named as references are authorized to furnish the Forest Service with any information needed to verify my capability to perform this project.</p> | 12a. CERTIFYING OFFICIAL'S NAME AND TITLE |          |
|   | b. SIGNATURE (Sign in ink)                | 13. DATE |

Exhibit #3 – AGAR 104A – Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction

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

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

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

(b) The Offeror represents that –

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

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

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

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

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

Name of Company: \_\_\_\_\_

Name of Company Representative: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

Date: \_\_\_\_\_







|               |                                      |          |                        |            |                |
|---------------|--------------------------------------|----------|------------------------|------------|----------------|
| <b>SURETY</b> | ADDRESS                              |          |                        | \$         |                |
|               | SIGNATURE(S)                         | 1. _____ | 2. _____               |            | Corporate Seal |
|               | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. _____ | 2. _____               |            |                |
|               | <b>BOND PREMIUM</b> ←                |          | RATE PER THOUSAND (\$) | TOTAL (\$) |                |

**INSTRUCTIONS**

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.
- (b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.

**EXHIBIT 6 – SF 25a PAYMENT BOND**

|   |   |                  |
|---|---|------------------|
| <b>PAYMENT BOND</b><br><i>(See Instructions on reverse)</i> | DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i> | OMB No:9000-0045 |
|---|---|------------------|

Public reporting burden for this collection of information is estimate to average 25 minutes per reponse, including the time for reveiwng instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reveiwng the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of the Federal Acquisition Policy, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0045); Washington, DC 20503.

|  |   |                                      |  |                                      |
|--|---|--------------------------------------|--|--------------------------------------|
| PRINCIPAL <i>(Legal name and business address)</i>     | TYPE OF ORGANIZATION (" <b>X</b> " one) |                                      |  |                                      |
|  | <input type="checkbox"/> INDIVIDUAL     | <input type="checkbox"/> PARTNERSHIP | <input type="checkbox"/> JOINT VENTURE | <input type="checkbox"/> CORPORATION |
|  | STATE OF INCORPORATION                  |                                      |  |                                      |
| SURETY(IES) <i>(Names(s) and business address(es))</i> | <b>PENAL SUM OF BOND</b>                |                                      |  |                                      |
|  | MILLION(S)                              | THOUSAND(S)                          | HUNDREDS                               | CENTS                                |
|  | CONTRACT DATE                           |                                      | CONTRACT NO.                           |                                      |

**OBLIGATION:**  
 We the Princpal and Surety(ies), are firmly bound to the United States of America (hereafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally: as well as "severally" only for purposes of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**  
 The above obligation is void if the Principal promptly makes payment to all persons having a direct relationshi with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecutuion of the work provided for in the contract identified above, and any authorized modifications of these contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

**Witness:**  
 The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

| <b>PRINCIPAL</b>                     |        |        |        |                |
|--------------------------------------|--------|--------|--------|----------------|
| SIGNATURES                           | 1.     | 2.     | 3.     | Corporate Seal |
|                                      | (Seal) | (Seal) | (Seal) |                |
| NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1.     | 2.     | 3.     |                |

| <b>INDIVIDUAL SURETY(IES)</b> |        |        |
|-------------------------------|--------|--------|
| SIGNATURE(S)                  | 1.     | 2.     |
|                               | (Seal) | (Seal) |
| NAME(S)<br><i>(Typed)</i>     | 1.     | 2.     |

| <b>CORPORATE SURETY(IES)</b> |                                      |    |               |                       |                |
|------------------------------|--------------------------------------|----|---------------|-----------------------|----------------|
| <b>SURETY</b>                | NAME & ADDRESS                       |    | STATE OF INC. | LIABILITY LIMIT<br>\$ | Corporate Seal |
|                              | SIGNATURES                           | 1. | 2.            |                       |                |
|                              | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. | 2.            |                       |                |

| <b>CORPORATE SURETY(IES) (Continued)</b> |                                      |    |               |                       |                |
|--|--------------------------------------|----|---------------|-----------------------|----------------|
| <b>SURETY I</b>                          | NAME & ADDRESS                       |    | STATE OF INC. | LIABILITY LIMIT<br>\$ | Corporate Seal |
|  | SIGNATURES                           | 1. | 2.            |                       |                |
|  | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. | 2.            |                       |                |
| <b>SURETY C</b>                          | NAME & ADDRESS                       |    | STATE OF INC. | LIABILITY LIMIT<br>\$ | Corporate Seal |
|  | SIGNATURES                           | 1. | 2.            |                       |                |
|  | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. | 2.            |                       |                |
| <b>SURETY I</b>                          | NAME & ADDRESS                       |    | STATE OF INC. | LIABILITY LIMIT<br>\$ | Corporate Seal |
|  | SIGNATURES                           | 1. | 2.            |                       |                |
|  | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. | 2.            |                       |                |
| <b>SURETY I</b>                          | NAME & ADDRESS                       |    | STATE OF INC. | LIABILITY LIMIT<br>\$ | Corporate Seal |
|  | SIGNATURES                           | 1. | 2.            |                       |                |
|  | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. | 2.            |                       |                |
| <b>SURETY I</b>                          | NAME & ADDRESS                       |    | STATE OF INC. | LIABILITY LIMIT       | Corporate Seal |
|  | SIGNATURES                           | 1. | 2.            |                       |                |
|  | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. | 2.            |                       |                |
| <b>SURETY C</b>                          | NAME & ADDRESS                       |    | STATE OF INC. | LIABILITY LIMIT       | Corporate Seal |
|  | SIGNATURES                           | 1. | 2.            |                       |                |
|  | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. | 2.            |                       |                |

**INSTRUCTIONS**

- This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270a-270e). Any deviation from this form will require written approval of the Administrator of General Services.
- Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership or joint venture, or an officer of the corporation involved.
- (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated..

"SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capacity.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.